

**PRICING MATRIX**

| Contract Line Item # | Unit | Description                                                                                                   | Brand                             | MFG#          | Estimated QTY | Unit Price |
|----------------------|------|---------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------|---------------|------------|
| 1                    | EA   | ALUMINUM FOIL, STANDARD DUTY, 18 IN X 1000 FT                                                                 | HFA Inc.<br>Handi-Foil of America | 11803         | 6             | \$103.45   |
| 2                    | CS   | BAG, DELI, 7 X 10+1 IN, HIGH DENSITY POLYETHYLENE 0.5 MIL WITH FLIP TOP CLOSURE SADDLEPACK, 2000 PER CASE     | LK Packaging                      | DP0710        | 2000          | \$25.58    |
| 3                    | CS   | BAG, FREEZER, STORAGE, 10 X 14 IN, 1000 PER CASE                                                              | FoodHandler                       | 22FS10        | 175           | \$30.71    |
| 4                    | CS   | BAG, FREEZER, STORAGE, 18 X 24 IN, WITH TWIST TIE, 250 PER CASE                                               | Handgards                         | FB24303679977 | 100           | \$17.21    |
| 5                    | RL   | BUN PAN BAG, 21 X 6 X 35 IN, HIGH-DENSWITY POLYETHYLENE 0.6 MIL, CLEAR, 200 PER ROLL                          | LK Packaging                      | BOR21635      | 1000          | \$29.71    |
| *6                   | CS   | BUN PAN RACK BAG COVER, 52 X 80 IN, HIGH-DENSITY POLYETHYLENE 16MIC, CLEAR, 50 PER CASE                       | Victoria Bay Products             | RC5472        | 1000          | \$20.90    |
| 7                    | CS   | CUP, PAPER, HOT/COLD, 12OZ, WHITE, SINGLE WALL, 1000 PER CASE                                                 | Victoria Bay Products             | VBCLHP12W     | 1000          | \$48.26    |
| 8                    | CS   | CUTLERY KIT, 3 PC, PP WHITE MEDIUM WEIGHT, INDIVIDUALLY WRAPPED, WTH NAPKIN, MILK STRAW, SPORK, 1000 PER CASE | Victoria Bay Products             | 13606WR       | 120           | \$16.73    |

| Contract Line Item # | Unit | Description                                                                                | Brand                 | MFG#        | Estimated QTY | Price   |
|----------------------|------|--------------------------------------------------------------------------------------------|-----------------------|-------------|---------------|---------|
| *9                   | CS   | CUTLERY KIT, SPORK AND NAPKIN ONLY, NO STRAW                                               | N/A                   | N/A         | 120           | \$58.19 |
| 10                   | CS   | DISH DETERGENT, GALLON, VICTORIA BAY EMERALD GREEN, 4 BOTTLES PER CASE                     | Victoria Bay Products | K01045      | 4             | \$27.88 |
| 11                   | CS   | FOOD PAIL, 16 OZ, PAGODA DESIGN, NO HANDLE, 450 PER CASE                                   | Pureco USA            | 16FP-PMW    | 20            | \$57.04 |
| 12                   | CS   | FOOD TRAY, 1 LB, PAPERBOARD, RED WHITE PLAID, 1000 PER CASE                                | Huhtamaki             | 35122040    | 50            | \$22.49 |
| 13                   | CS   | FOOD TRAY, 2 LB, PAPERBOARD, RED WHITE PLAID, 1000 PER CASE                                | Huhtamaki             | 35122042    | 35            | \$26.80 |
| 14                   | CS   | FORK, HEAVY DUTY, UNWRAPPED, WHITE, 1000 PER CASE                                          | Victoria Bay Products | P2FW        | 2000          | \$19.37 |
| 15                   | CS   | GLOVES, CLEAR VINYL, LARGE, POWDER FREE, FOOD PREP, DISPOSABLE, 10 PACKS OF 100 PER CASE   | Victoria Bay Products | 64V3000PFL  | 1000          | \$22.25 |
| 16                   | CS   | GLOVES, CLEAR VINYL, MEDIUM, POWDER FREE, FOOD PREP, DISPOSABLE, 10 PACKS OF 100 PER CASE  | Victoria Bay Products | 64V3000PFM  | 1000          | \$22.25 |
| 17                   | CS   | GLOVES, CLEAR VINYL, SMALL, POWDER FREE, FOOD PREP, DISPOSABLE, 10 PACKS OF 100 PER CASE   | Victoria Bay Products | 64V3000PFS  | 1000          | \$22.25 |
| 18                   | CS   | GLOVES, CLEAR VINYL, X-LARGE, POWDER FREE, FOOD PREP, DISPOSABLE, 10 PACKS OF 100 PER CASE | Victoria Bay Products | 64V3000PFXL | 200           | \$22.25 |

| Contract Line Item # | Unit | Description                                                                                                 | Brand                 | MFG#         | Estimated QTY | Price    |
|----------------------|------|-------------------------------------------------------------------------------------------------------------|-----------------------|--------------|---------------|----------|
| 19                   | CS   | HAIRNET, BOUFFANT CAP, 21 IN, WHITE PLEATED, 10 PACKS OF 100 PER CASE                                       | Goldmax Industries    | 20251        | 3000          | \$47.39  |
| *20                  | CS   | HINGED CONTAINER, TAKE-OUT, WITH DOME LID, 24 OZ, 6.25 X 6.25 X 2.25 IN, CLEAR, SQUARE MEDIUM, 200 PER CASE | Victoria Bay Products | VBDEHD24     | 800           | \$34.63  |
| 21                   | CS   | HINGED CONTAINER, TAKE-OUT, WITH DOME LID, 5.8 X 6 X 3 IN, CLEAR, SQUARE, 500 PER CASE                      | Practiv               | YCI811600000 | 1000          | \$61.55  |
| 22                   | CS   | LINER FOR BAKING PAN, FULL SIZE, 16 X 24 IN, 1000 PER CASE                                                  | Hoffmaster            | 2405161      | 10            | \$51.77  |
| *23                  | BX   | LINER FOR BAKING PAN, FULL SIZE, 34 X 18 IN, 50/BX                                                          | M&Q Packaging         | 42002        | 1000          | \$108.69 |
| 24                   | CS   | NESTING TRAY, CAFETERIA & SCHOOL LUNCH, 8 X 7 IN, 500 PER CASE                                              | N/A                   | 614303520362 | 200           | \$44.21  |
| 25                   | CS   | PAPER TOWELS, SOFT LIGHT WEIGHT, WHITE, 12-1/4 X 24 IN, 150 PER CASE                                        | N/A                   | HS8240PRIVAT | 600           | \$72.39  |
| 26                   | CS   | PLATE, PAPER, 6" STURDY, 1000 PER CASE                                                                      | N/A                   | N/A          | 250           | \$30.52  |
| 27                   | CS   | PLATE, PAPER, 7", STURDY, 1000 PER CASE                                                                     | N/A                   | N/A          | 1000          | \$49.76  |

| Contract Line Item # | Unit | Description                                                                      | Brand                    | MFG#     | Estimated QTY | Price    |
|----------------------|------|----------------------------------------------------------------------------------|--------------------------|----------|---------------|----------|
| 28                   | CS   | PLATE, PAPER, 9", STURDY, 1000 PER CASE                                          | N/A                      | N/A      | 2000          | \$29.74  |
| 29                   | CS   | SANITIZER, GALLON, QUAT 10%, 4 BOTTLES PER CASE                                  | Diamond Chemical Company | 220SANI  | 5             | \$18.78  |
| 30                   | CS   | SPOONS, HEAVY DUTY, UNWRAPPED, WHITE, 1000 PER CASE                              | Goldmax Industries       | 20561    | 35000         | \$19.37  |
| 31                   | CS   | WAX PAPER, 9 X 12 IN, WHITE, MICROWAVE AND FREEZER SAFE, 10 LB, 4 PACKS PER CASE | Victoria Bay Products    | VBWXW912 | 1750          | \$106.85 |

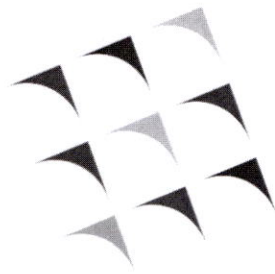
TOTAL EXTENDED COST: \$1,490,523.47

**\*Samples Required**

Samples Delivery Address:

NMUSD Nutrition Services  
2985 Bear St. Ed. Center, Bldg. B  
Costa Mesa, CA. 92626

Delivery Deadline: January 13, 2026, at 12:00PM



**Newport-Mesa**

Unified School District

**NEWPORT MESA UNIFIED SCHOOL DISTRICT**

**BID NO. 110-26**

**NUTRITION SERVICES PAPER SUPPLIES**

**DATE ISSUED: December 12, 2025**

**SAMPLES DEADLINE: January 13, 2026 at 12:00PM**

**DATE DUE: January 14, 2026 at 2:00PM**

Contact: Emily Hughes  
Address: Newport Mesa USD  
2985 Bear St., Building A  
Costa Mesa, CA. 92626  
Phone: 714-424-5086  
Email: [erhughes@nmusd.us](mailto:erhughes@nmusd.us)

## **TABLE OF CONTENTS**

### **BID NO. 110-26 NUTRITION SERVICES PAPER SUPPLIES**

|                                                                                                                  |    |
|------------------------------------------------------------------------------------------------------------------|----|
| NOTICE TO BIDDERS.....                                                                                           | 3  |
| INSTRUCTIONS FOR BIDDERS .....                                                                                   | 4  |
| *PRICING MATRIX .....                                                                                            | 11 |
| *SPECIAL CONDITIONS .....                                                                                        | 15 |
| *BID FORM .....                                                                                                  | 18 |
| *NON-COLLUSION DECLARATION.....                                                                                  | 20 |
| *CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,<br>SUSPENSION, AND OTHER RESPONSIBILITY MATTERS ..... | 21 |
| *SUSPENSION AND DEBARMENT CERTIFICATION .....                                                                    | 22 |
| *CERTIFICATION OF RESTRICTIONS ON LOBBYING .....                                                                 | 23 |
| *DISCLOSURE OF LOBBYING ACTIVITIES .....                                                                         | 24 |
| (INSTRUCTIONS FOR CERTIFICATION) .....                                                                           | 24 |
| *DISCLOSURE OF LOBBYING ACTIVITIES .....                                                                         | 27 |

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\*THE FOLLOWING ITEMS MUST BE SUBMITTED AT THE TIME OF THE BID OPENING  
OR BIDDER WILL BE DECLARED NONRESPONSIVE.

## **NOTICE TO BIDDERS**

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 110-26  
NUTRITION SERVICES PAPER SUPPLIES

In accordance with Public Contract Code 20111, notice is hereby given that the Newport Mesa Unified School District, will receive up to, but no later than 2:00 p.m., on **January 14, 2026**, at the District Education Center, 2985 Bear St., Bldg. A, Costa Mesa, CA 92626, sealed bids for the award of a contract for the annual purchase of NUTRITION SERVICES PAPER SUPPLIES.

Bids shall be opened and publicly read aloud at the above stated date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained on the Purchasing Department PlanetBids Web Portal at:

<https://vendors.planetbids.com/portal/46422/portal-home>

**Samples will be required to be submitted with bid submission. List of sample items may be obtained on the Purchasing Department PlanetBids Web Portal.**

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

NEWPORT MESA UNIFIED SCHOOL DISTRICT

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Jonathan Geiszler  
Director, Purchasing & Warehouse

## **INSTRUCTIONS FOR BIDDERS**

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 110-26

NUTRITION SERVICES PAPER SUPPLIES

1. **PREPARATION OF BID FORM:** The Newport Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **January 14, 2026 at 2:00 P.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **District Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **BID OPENING READING:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the **District Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**
4. **SIGNATURE:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
5. **MODIFICATIONS:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.
7. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid personally or by written request, to the Director, Purchasing & Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

8. **INTERPRETATION OF BID DOCUMENTS:** Bidders who find discrepancies in or omissions from the bid documents, may submit to the Coordinator III, Purchasing & Contracts, a written request for clarification or correction thereof. All requests for clarification and the response thereto will be posted on the District's PlanetBids Web Portal. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may be submitted via the District's PlanetBids Web Portal at <https://vendors.planetbids.com/portal/46422/portal-home> no later than **January 6, 2026 at 12:00 P.M. PST.**
9. **AWARD OF A CONTRACT:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended. It is the District's intent to award the contract on an item-by-item basis. Please submit prices on each item. Cash discounts offered shall not be considered in determining low bid in accordance with Paragraph 31, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.
10. **PRICES:** Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID.
11. **PRICE GUARANTEE:** Prices are to remain firm for the initial term of the contract. The successful bidder is responsible for providing District with no less than thirty (30) days' prior written notification of any proposed price increases (price increases shall not be automatically made) and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Urban Consumer Price Index (CPI-U) for the Los Angeles, Riverside and Anaheim area beginning March 2024 and ending March 2025, and for each subsequent one year period (on the March to March time period). This data is available at [www.bls.gov/regions/west/news-release/consumerpriceindex\\_losangeles.htm](http://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm). However, if due to unforeseeable circumstances beyond the control of both the District and the successful bidder, a proposed price increase is over three percent (3%), the successful bidder shall provide a detailed explanation in writing with documentation to justify the proposed price increase. The acceptance of the proposed price increase will be at the sole discretion of the District.
12. **QUANTITIES:** Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
13. **DELIVERY REQUIREMENT:** Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID it is the expectation of the district that the bidder will deliver any items ordered direct to the districts' school site of preference. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery. Carting away debris will be the sole responsibility of the vendor.

14. **DELIVERY SCHEDULE:** The District requires delivery on an as needed basis. Based on current market volatility and material constraints the district recognizes that at this time it may be difficult to provide accurate delivery schedules and asks that all bidders quote estimated current delivery ETAs on the attached bid form to be used by district staff for planning purposes only.
15. **SUBSTITUTION/INSPECTION** All items delivered to the District shall be subject to inspection and rejection by the District. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal. Such items shall be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in shipment may be refused by the District and may be returned at the bidder's expense.
16. **SAMPLES** ***Samples of products will be required for evaluation.*** Samples will be required to be delivered to the District at the bidder's expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on the date and time of the sample deadline. Requested samples which cannot be provided at that time may not be considered for award. All samples should be prepared and presented as they would be delivered to Nutrition Services.

Information on samples required for evaluation is available via the PlanetBids Portal at <https://vendors.planetbids.com/portal/46422/portal-home>.

Samples Delivery Address:

NMUSD Nutrition Services  
2985 Bear St. Ed. Center, Bldg. B  
Costa Mesa, CA. 92626

Delivery Deadline: January 13, 2026, at 12:00PM

17. **BRANDS:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. "CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to
- (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and
  - (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity."

18. **INSURANCE:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Newport-Mesa Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days' prior written notice" being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:
- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
  - ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
  - iii. Business Automobile Liability Coverage with limits as required by the State of California.
19. **FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT:** In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
20. **WARRANTY:** Warranty period shall be manufacturer's standard. Warranty shall cover defects in materials and workmanship from date the unit is placed in service or within sixty (60) days from date of acceptance by the Board, whichever occurs first. Contractor will be notified in writing when unit is in need of service. Minor repair parts and labor during the warranty period may be supplied by the District at vendor's expense upon mutual agreement prior to start of work. Any warranty adjustment referred to the vendor must be completed within 72 hours.
21. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
22. **DEVIATION FROM SPECIFICATIONS:** These specifications are to describe the construction, design, size and quality of equipment (materials) desired, and are not intended to be restrictive

to any particular brand. Bids will be considered for brands deviating from the specifications if such brands comply substantially with the specifications. Each deviation from the specification must be stated in a letter, attached to bidder's proposal. Submit complete illustrative and technical data on items bid on. Failure to do so may nullify bid.

23. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in a whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

24. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the item(s) provided fail to perform satisfactorily.

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport-Mesa Unified School District specifying such failure. In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

25. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in a carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.

26. ANTI-DISCRIMINATION: It is the policy of the Newport Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

27. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

28. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District

determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.

29. **INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
30. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Coordinator III, Purchasing & Contracts.
31. **DISCOUNTS:** Cash discounts shall not be considered in determining low bid.
32. **CATALOG DISCOUNTS:** The District requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on manufacturer(s) entire equipment line in addition to the specific models of equipment that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the District. The published catalog price must be verifiable during the course of the year for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents. **Response will not affect the award of the contract.**
33. **CAL-OSHA:** Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
34. **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 items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
35. **EMPLOYEE BACKGROUND CHECKS:** At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with

the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

36. DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times
37. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Newport Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.
38. BID DOCUMENTS: The complete bid includes the following documents:
- Notice Calling for Bids
  - Instructions for Bidders
  - Pricing Matrix
  - Special Conditions
  - Bid Form
  - Non-collusion Declaration
  - Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
  - Suspension and Debarment Certification
  - Certification of Restrictions on Lobbying
  - Disclosure of Lobbying Activities

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision

## SPECIAL CONDITIONS

CATALOG DISCOUNTS:

The District requests the option to purchase additional items from bidder's catalog not listed in the bid. The District requests that bidders list a percentage discount on manufacturer(s) entire equipment line in addition to the specific models of equipment that are listed in this bid. Please state a percentage discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, the successful bidder(s) will be responsible for providing catalogs and brochures to the District. The published catalog price must be verifiable during the course of the year for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across-the-board discounts off of Manufacturer's Price List should be submitted with bid documents. **Response will not affect the award of the contract.**

Option Granted ☒ Option Not Granted

**\*Please insert additional pages if needed.**

| CATALOG DISCOUNT PER CATEGORY* |                     |
|--------------------------------|---------------------|
| <b>Bags</b>                    |                     |
| Brand                          | Percentage Discount |
|                                |                     |
|                                |                     |
|                                |                     |
|                                |                     |
| <b>Bowls</b>                   |                     |
| Brand                          | Percentage Discount |
|                                |                     |
|                                |                     |
|                                |                     |
|                                |                     |
| <b>Boxes</b>                   |                     |
| Brand                          | Percentage Discount |
| (SEE ATTACHMENT)               |                     |
|                                |                     |
|                                |                     |
| <b>Containers</b>              |                     |
| Brand                          | Percentage Discount |
|                                |                     |
|                                |                     |
|                                |                     |
|                                |                     |
| <b>Cups</b>                    |                     |
| Brand                          | Percentage Discount |
|                                |                     |
|                                |                     |

|                           |                     |
|---------------------------|---------------------|
|                           |                     |
|                           |                     |
| <b>Cutlery</b>            |                     |
| Brand                     | Percentage Discount |
|                           |                     |
|                           |                     |
|                           |                     |
|                           |                     |
| <b>Lids</b>               |                     |
| Brand                     | Percentage Discount |
|                           |                     |
|                           |                     |
|                           |                     |
|                           |                     |
| <b>Napkins</b>            |                     |
| Brand                     | Percentage Discount |
|                           |                     |
|                           |                     |
|                           |                     |
|                           |                     |
| <b>Plates</b>             |                     |
| Brand                     | Percentage Discount |
| (SEE ATTACHMENT)          |                     |
|                           |                     |
|                           |                     |
| <b>Platters</b>           |                     |
| Brand                     | Percentage Discount |
|                           |                     |
|                           |                     |
|                           |                     |
|                           |                     |
| <b>Sheets &amp; Rolls</b> |                     |
| Brand                     | Percentage Discount |
|                           |                     |
|                           |                     |
|                           |                     |
|                           |                     |
| <b>Straws</b>             |                     |
| Brand                     | Percentage Discount |
|                           |                     |
|                           |                     |
|                           |                     |
|                           |                     |
| <b>Trays</b>              |                     |
| Brand                     | Percentage Discount |
|                           |                     |

|                    |                     |
|--------------------|---------------------|
|                    |                     |
|                    |                     |
|                    |                     |
| Varied Disposables |                     |
| Brand              | Percentage Discount |
| (SEE ATTACHMENT)   |                     |
|                    |                     |
|                    |                     |
|                    |                     |

# sam tell. companies

Manufacturer List

Prepared For:  
Newport Mesa  
USD

| Item | Manufacturer                             | Percentage Discount Off<br>Manufacturer's<br>Suggested Retail Price<br>(MSRP) | OEM Parts (Cost +<br>Percentage Mark-<br>Up) |
|------|------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------|
| 1    | ABC Procurement                          | 50                                                                            | N/A                                          |
| 2    | Accutemp                                 | 45                                                                            | N/A                                          |
| 3    | Adcraft                                  | 45                                                                            | N/A                                          |
| 4    | Advanced Tabco                           | 50                                                                            | N/A                                          |
| 5    | Alexander Industries                     | 40                                                                            | N/A                                          |
| 6    | Alto-Sham                                | 30                                                                            | N/A                                          |
| 7    | Amana                                    | 50                                                                            | N/A                                          |
| 8    | Amco                                     | 40                                                                            | N/A                                          |
| 9    | American Metalcraft                      | 45                                                                            | N/A                                          |
| 10   | American Permanent Ware                  | 50                                                                            | N/A                                          |
| 11   | Angelo PO                                | 25                                                                            | N/A                                          |
| 12   | Ansell Protective Products (Foodservice) | 45                                                                            | N/A                                          |
| 13   | Artic Industries                         | 30                                                                            | N/A                                          |
| 14   | Atlas                                    | 35                                                                            | N/A                                          |
| 15   | Atosa                                    | 32                                                                            | N/A                                          |
| 16   | Bakers Pride                             | 52                                                                            | N/A                                          |
| 17   | Baxter-Ovens                             | 30                                                                            | N/A                                          |
| 18   | Beverage Air                             | 57                                                                            | N/A                                          |
| 19   | Blakeslee                                | 25                                                                            | N/A                                          |
| 20   | Blodgett Cop                             | 55                                                                            | N/A                                          |
| 21   | Bloomfield                               | 45                                                                            | N/A                                          |
| 22   | BSI- Crowd Control                       | 40                                                                            | N/A                                          |
| 23   | Bunn-O-Matic Corp.                       | 45                                                                            | N/A                                          |
| 24   | Caddy Corporation                        | 40                                                                            | N/A                                          |
| 25   | Cal-Mil                                  | 50                                                                            | N/A                                          |
| 26   | Cambro                                   | 50                                                                            | N/A                                          |
| 27   | Captive-Air                              | 40                                                                            | N/A                                          |
| 28   | Carlisle Foodservice                     | 50                                                                            | N/A                                          |
| 29   | Carter-Hoffman                           | 45                                                                            | N/A                                          |
| 30   | Centaur                                  | 40                                                                            | N/A                                          |
| 31   | Champion                                 | 30                                                                            | N/A                                          |
| 32   | Channel                                  | 40                                                                            | N/A                                          |
| 33   | Chef Master                              | 40                                                                            | N/A                                          |
| 34   | Chicago Metallic                         | 40                                                                            | N/A                                          |
| 35   | Cleveland/Welbilt                        | 3                                                                             | N/A                                          |
| 36   | Colorpoint Low Temp Industries           | 50                                                                            | N/A                                          |

|    |                           |      |     |
|----|---------------------------|------|-----|
| 37 | CMA Dishmachines          | 25   | N/A |
| 38 | Comark Instruments        | 40   | N/A |
| 39 | Continental Refrigeration | 55   | N/A |
| 40 | Convo-therm Ovens         | 45   | N/A |
| 41 | Cooper-Atkins             | 40   | N/A |
| 42 | Cres Cor                  | 52.5 | N/A |
| 43 | Crown Steam               | 53   | N/A |
| 44 | Crowne Brands             | 50   | N/A |
| 45 | Cuisinart                 | 40   | N/A |
| 46 | Dean/Welbilt              | 52.5 | N/A |
| 47 | Delfield/Welbilt          | 52.5 | N/A |
| 48 | Dexter-Russell            | 45   | N/A |
| 49 | Doyon/Nu-Uv               | 52.5 | N/A |
| 50 | Duke Manufacturing        | 50   | N/A |
| 51 | Eagle Group               | 50   | N/A |
| 52 | Edlund                    | 50   | N/A |
| 53 | Elkay                     | 40   | N/A |
| 54 | Equipex                   | 35   | N/A |
| 55 | Everpure                  | 52   | N/A |
| 56 | Electrolux                | 52   | N/A |
| 57 | Federal Industries        | 50   | N/A |
| 58 | Follett Corporation       | 45   | N/A |
| 59 | Food Warming Equipment    | 40   | N/A |
| 60 | Frymaster/Welbilt         | 52   | N/A |
| 61 | FWE                       | 35   | N/A |
| 62 | Galley                    | 25   | N/A |
| 63 | Gamanza                   | 50   | N/A |
| 64 | Garland                   | 50   | N/A |
| 65 | Gaylord                   | 40   | N/A |
| 66 | Garland/Welbilt           | 50   | N/A |
| 67 | Globe Food Equipment Co.  | 45   | N/A |
| 68 | Gold Medal Products       | 20   | N/A |
| 69 | Groen                     | 45   | N/A |
| 70 | Hamilton Beach            | 45   | N/A |
| 71 | Harmony Enterprises       | 40   | N/A |
| 72 | Harold Import             | 40   | N/A |
| 73 | Hatco Corp.               | 45   | N/A |
| 74 | Hobart                    | 30   | N/A |
| 75 | Hoffmaster                | 40   | N/A |
| 76 | Hoshizaki America, Inc.   | 52.5 | N/A |
| 77 | Hussman                   | 40   | N/A |
| 78 | Ice-O-Matic               | 50   | N/A |
| 79 | IMC Teddy                 | 40   | N/A |
| 80 | Impact Products           | 40   | N/A |
| 81 | Imperial-Browne           | 20   | N/A |
| 82 | Insinkerator              | 45   | N/A |
| 83 | Intedge                   | 40   | N/A |

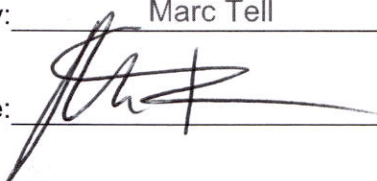
|     |                               |      |     |
|-----|-------------------------------|------|-----|
| 84  | Jackson                       | 30   | N/A |
| 85  | Johnson-Rose                  | 45   | N/A |
| 86  | John Boos                     | 40   | N/A |
| 87  | John Ritzenthaler             | 40   | N/A |
| 88  | Kelmax Storage Products Group | 40   | N/A |
| 89  | Kitchenaid                    | 30   | N/A |
| 90  | Kolpak                        | 40   | N/A |
| 91  | Krowne                        | 52   | N/A |
| 92  | Lakeside                      | 40   | N/A |
| 93  | LBC Bakery Equipment          | 20   | N/A |
| 94  | Lincoln Foodservice           | 50   | N/A |
| 95  | LT (Low Temp Industries)      | 50   | N/A |
| 96  | Magikitchen/M                 | 52.5 | N/A |
| 97  | Manitowoc                     | 52   | N/A |
| 98  | Mannhart                      | 45   | N/A |
| 99  | Market Forge Industries, Inc. | 52   | N/A |
| 100 | Marshall Air Systems          | 20   | N/A |
| 101 | Master-Bilt                   | 52.5 | N/A |
| 102 | Matfer                        | 40   | N/A |
| 103 | Meiko                         | 30   | N/A |
| 104 | Mercer                        | 40   | N/A |
| 105 | Merrychef/Welbilt             | 45   | N/A |
| 106 | Metro                         | 45   | N/A |
| 107 | Middlebay Marshall            | 25   | N/A |
| 108 | Mod-U-Serve                   | 40   | N/A |
| 109 | Nemco Food Equipment          | 45   | N/A |
| 110 | New Age                       | 40   | N/A |
| 111 | Norlake                       | 45   | N/A |
| 112 | Nouva Simonelli               | 40   | N/A |
| 113 | Panasonic                     | 45   | N/A |
| 114 | Pelouze                       | 50   | N/A |
| 115 | Perlick                       | 45   | N/A |
| 116 | Pitco                         | 52.5 | N/A |
| 117 | Power Soak                    | 40   | N/A |
| 118 | Randell                       | 50   | N/A |
| 119 | Rational                      | 30   | N/A |
| 120 | Regal Ware, Inc.              | 40   | N/A |
| 121 | Revent                        | 20   | N/A |
| 122 | Robot Coupe USA Inc.          | 25   | N/A |
| 123 | Rubbermaid                    | 40   | N/A |
| 124 | Salvajor                      | 50   | N/A |
| 125 | Sani-Serve                    | 40   | N/A |
| 126 | San-Jamar                     | 40   | N/A |
| 127 | Scotsman Ice Systems          | 52.5 | N/A |
| 128 | Server Products               | 40   | N/A |
| 129 | Service Ideas                 | 45   | N/A |
| 130 | Servolift/Piper               | 45   | N/A |

|     |                                 |      |     |
|-----|---------------------------------|------|-----|
| 131 | Sharp                           | 40   | N/A |
| 132 | Shelly                          | 52.5 | N/A |
| 133 | Somat                           | 40   | N/A |
| 134 | Southbend                       | 50   | N/A |
| 135 | Spray Master Technologies       | 35   | N/A |
| 136 | SPG International               | 40   | N/A |
| 137 | SSP                             | 50   | N/A |
| 138 | Star Manufacturing              | 50   | N/A |
| 139 | Star Vending                    | 50   | N/A |
| 140 | Stanton Trading                 | 40   | N/A |
| 141 | Steelite                        | 50   | N/A |
| 142 | Sterno                          | 40   | N/A |
| 143 | Stoelting                       | 30   | N/A |
| 144 | Storage Products Group (SPG)    | 40   | N/A |
| 145 | Structural Concepts             | 55   | N/A |
| 146 | Tablecraft                      | 40   | N/A |
| 147 | Taylor-Precision                | 45   | N/A |
| 148 | T&S Brass                       | 50   | N/A |
| 149 | Thermoduke                      | 50   | N/A |
| 150 | Thermo-Kool                     | 20   | N/A |
| 151 | Toastmaster                     | 52   | N/A |
| 152 | Traulsen                        | 55   | N/A |
| 153 | True Manufacturing Co.          | 65   | N/A |
| 154 | Turbo-Air                       | 57.5 | N/A |
| 155 | TurboChef                       | 50   | N/A |
| 156 | Universal Stainless             | 40   | N/A |
| 157 | Varimixer                       | 25   | N/A |
| 158 | Victorinox-Swiss Army           | 52   | N/A |
| 159 | Victory                         | 55   | N/A |
| 160 | Vitamix                         | 50   | N/A |
| 161 | Vollrath                        | 50   | N/A |
| 162 | Vulcan ITW Food Equipment Group | 52.5 | N/A |
| 163 | Walco                           | 45   | N/A |
| 164 | Waring                          | 50   | N/A |
| 165 | Wearever                        | 50   | N/A |
| 166 | Wells                           | 45   | N/A |
| 167 | Win-holt Equipment Group        | 40   | N/A |
| 168 | Winco                           | 57   | N/A |
| 169 | Winston Industries              | 50   | N/A |
| 170 | Wittco                          | 40   | N/A |
| 171 | Wolf                            | 45   | N/A |
| 172 | Wusthof Trident Cutlery         | 40   | N/A |

BID NO. 110-26  
NUTRITION SERVICES PAPER SUPPLIES

Date: 12/24/2025 Proper Name of Bidder: Sam Tell & Son, Inc.

By: Marc Tell

Signature: 

Phone: 631-501-9700

Email: Governmentsales@samtell.com

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

### NON-COLLUSION DECLARATION

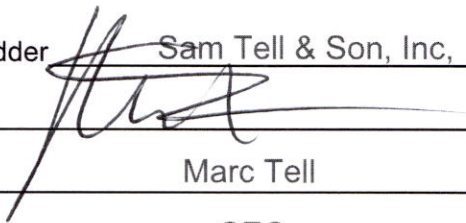
The undersigned declares:

I am the CEO of Sam Tell & Son, Inc., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/24/2025 [date], at Farmingdale [city], New York [state].

Name of Bidder Sam Tell & Son, Inc.  
Signature   
Name Marc Tell  
Title CEO

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The Sam Tell & Son, Inc.  
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a 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 or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause of default?

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Sam Tell & Son, Inc.  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

 *CO*  
\_\_\_\_\_  
Signature and Title of Authorized Official

**SUSPENSION AND DEBARMENT CERTIFICATION**  
**U.S. DEPARTMENT OF AGRICULTURE**

**INSTRUCTIONS:** SFA to obtain from any potential Contractor or existing Contractor for all contracts in excess of \$100,000. This form is required each time a bid 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).

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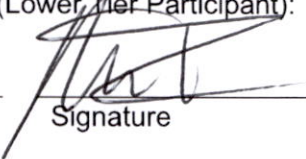
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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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 REVERSE)**

- (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.

|                                                                                      |                   |
|--------------------------------------------------------------------------------------|-------------------|
| <u>Sam Tell &amp; Son, Inc,</u>                                                      | <u>#110-26</u>    |
| Name of School Food Authority                                                        | Agreement Number  |
| <u>Potential Contractor or Existing Contractor (Lower Tier Participant):</u>         |                   |
| <u>Marc Tell</u>                                                                     | <u>CEO</u>        |
| Printed Name                                                                         | Title             |
|  | <u>12/24/2025</u> |
| Signature                                                                            | Date              |

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

**G: SNP: DEBARMENT**

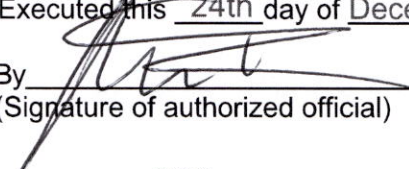
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Marc Tell, hereby certify on behalf (name of offeror) of  
Sam Tell & Son, Inc. that:  
(Firm name)

1. No Federal appropriated funds have been 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 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.
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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 24th day of December, 2025.

By   
(Signature of authorized official)

CEO  
(Title of authorized official)

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**(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 \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. 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.
3. 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.
4. 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.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is

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

**California Department of Education School Nutrition Programs Unit**  
**Child Nutrition and Food Distribution Division April 1998 Approved by OMB 0348-0046**

**INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING** This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

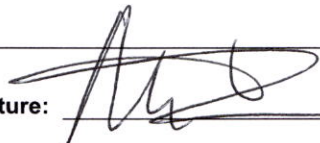
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding 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, D.C. 20503

**DISCLOSURE OF LOBBYING ACTIVITIES****N/A**

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

|                                                                                                                                                                                                                                                                    |                                                                                                      |                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br>a. Contract<br>b. Grant<br>c. Cooperative Agreement<br>d. Loan<br>e. Loan Guarantee<br>f. Loan Insurance                                                                                                                      | <b>2. Status of Federal Action:</b><br>a. Bid/offer/application<br>b. Initial Award<br>c. Post-award | <b>3. Report Type:</b><br>a. Initial filing<br>b. Material change<br><br><b>FOR MATERIAL CHANGE ONLY:</b><br><br>Year: _____ Quarter: _____                        |
| <b>4. Name and Address of Reporting Entity:</b><br><br>Prime Subwardee<br>Tier _____, if known<br><br>Congressional District, if known:                                                                                                                            |                                                                                                      | <input type="checkbox"/> If Reporting Entity in No. 4 is Subwardee, Enter Name and Address of Prime:<br><br>Congressional District, if known:                      |
| <input type="checkbox"/> Federal Department/Agency:                                                                                                                                                                                                                |                                                                                                      | <input type="checkbox"/> Federal Program Name/Description:<br><br>CFDA Number, if applicable:                                                                      |
| <input type="checkbox"/> Federal Action Number, if known:                                                                                                                                                                                                          |                                                                                                      | <input type="checkbox"/> Award Amount, if known:<br><br>\$ _____                                                                                                   |
| <input type="checkbox"/> a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):                                                                                                                                                        |                                                                                                      | 10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):                                                   |
| (attach Continuation Sheet(s) if necessary)                                                                                                                                                                                                                        |                                                                                                      |                                                                                                                                                                    |
| <input type="checkbox"/> Amount of Payment (Check all that apply):<br><br>\$ _____ actual planned                                                                                                                                                                  |                                                                                                      | <input type="checkbox"/> Type of Payment (check all that apply):<br><br>Retainer<br>One-time fee<br>Commission Contingent Fee<br>Deferred<br>Other; specify: _____ |
| <input type="checkbox"/> Form of Payment (check all that apply):<br><br>Cash<br>In-Kind; specify:<br>Nature _____<br>Value _____                                                                                                                                   |                                                                                                      |                                                                                                                                                                    |
| <input type="checkbox"/> Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s) or member(s) contacted, for payment indicated in No.11:<br><br>(Attach Continuation Sheet(s) SF-LLL-A, if necessary) |                                                                                                      |                                                                                                                                                                    |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> Yes No (circle one)                                                                                                                                                                                            |                                                                                                      |                                                                                                                                                                    |

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

Signature: 

Print Name:

Marc Tell

Title:

CEO

Telephone No:

631-51-9700

Date:

12/24/2025

Federal Use Only:

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reproduction  
Standard Form - LLL

**BID NO. 110-26 NUTRITION SERVICES PAPER SUPPLIES  
REQUIRED SAMPLE ITEMS**

***Samples of products will be required for evaluation.*** Samples will be required to be delivered to the District at the bidder's expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on the date and time of the sample deadline. Requested samples which cannot be provided at that time may not be considered for award. All samples should be prepared and presented as they would be delivered to Nutrition Services.

**Brand and MFG requested are the preferred quality, design, and utility desired by the District. Please refer to page 6, reference number 17, entitled "Brands" in the Instructions for Bidders section of the bid packet to submit alternative sample products.**

| <b>Contract<br/>Line Item<br/>#</b> | <b>Unit</b> | <b>Description</b>                                                                                             | <b>Brand</b>          | <b>MFG#</b> |
|-------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| <b>*6</b>                           | CS          | BUN PAN RACK BAG COVER, 52 X 80 IN, HIGH-DENSITY POLYETHYLENE 16MIC,<br>CLEAR, 50 PER CASE                     | Victoria Bay Products | RC5472      |
| <b>*9</b>                           | CS          | CUTLERY KIT, SPORK AND NAPKIN ONLY, NO STRAW                                                                   | N/A                   | N/A         |
| <b>*20</b>                          | CS          | HINGED CONTAINER, TAKE-OUT, WITH DOME LID, 24 OZ, 6.25 X 6.25 X 2.25 IN,<br>CLEAR, SQUARE MEDIUM, 200 PER CASE | Victoria Bay Products | VBDEHD24    |
| <b>*23</b>                          | BX          | LINER FOR BAKING PAN, FULL SIZE, 34 X 18 IN, 50/BX                                                             | M&Q Packaging         | 42002       |

**\*Samples Required**

Samples Delivery Address:

NMUSD Nutrition Services  
2985 Bear St. Ed. Center, Bldg. B  
Costa Mesa, CA. 92626

Delivery Deadline: January 13, 2026, at 12:00PM