

**Norristown Area School District
Department of Food Services
401 N. Whitehall Road, Norristown, PA 19403
Phone: 610-630-5023
Email: nmelia@nasd.k12.pa.us**

INVITATION FOR BID DISPOSABLE PRODUCTS

Issued on: April 2026

Bid Due Date: 10:00 AM, Wednesday, May 6, 2026

Public Bid Opening: 10:00 AM, Wednesday, May 6, 2026

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To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. This institution is an equal opportunity provider.

NOTICE OF INVITATION FOR BID

Norristown Area School District is requesting bids from responsive and responsible distributor for disposable food service products for the 2026-2027 School Year with option yearly extensions as defined in this document. Bids will be opened 10:00 AM, Wednesday, May 6, 2026 at Norristown Area School District, 401 N. Whitehall Road, Norristown, PA 19403.

Complete bid submissions shall be mailed or delivered to Norristown Area School District, Administration Building at 401 N. Whitehall Road, Norristown, PA 19403. Bids must be enclosed in a sealed envelope and marked "Invitation for Bid for Disposable Products."

The Norristown Area School District is not responsible for bids sent via U.S. Mail, common carrier, or any other delivery service. All bids are due at the location by the posted or advertised closing date and time. It is the distributors responsibility to ensure that their bid is delivered to the location listed.

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this IFB must be put in writing and received by the Norristown Area School District care of Nicole Melia, Food Service Director, nmelia@nasd.k12.pa.us no later than April 20th, 2026. The Norristown Area School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above. Questions and clarifications received in writing, provided in the above specified manner, will be published with responses in an Addendum released by April 24th at <https://www.nasd.k12.pa.us/>

All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to: Norristown Area School District Attn: Nicole Melia, Food Service Supervisor, nmelia@nasd.k12.pa.us 401 N. Whitehall Road, Norristown, PA 19403.

REQUEST FOR BID SIGNATURE PAGE

By signing this, I certify that I am an authorized representative of the distributor (or individual) and that information contained in this bid is accurate, true, and binding upon the distributor.

Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Federal ID Number	

BID CONDITIONS

Norristown Area School District is acting as the lead agency in soliciting an Invitation for Bid (IFB) for Disposable Products. Norristown Area School District will allow the two (2) School Food Authorities (SFAs): Upper Dublin School District and North Penn School District, to piggyback on this Bid. In total the three (3) SFAs have an enrollment of ~25,000 students with an estimated combined disposable purchase total of approximately \$200,000.00 to \$250,000.00 annually. In addition to the current SFAs listed, Norristown Area School District, upon mutual agreement with the awarded distributors, will allow an additional number of SFAs to piggyback on this Bid, however the additional number of schools allowed to piggyback will not increase the total purchase amount more than \$200,000.00 dollars annually.

This IFB contains certain projections and estimates with respect to the historical purchases of The Norristown Area School District and the two (2) current SFAs approved for piggybacking. This information has been prepared in good faith, but is subject to change and cannot be warranted or represented to be accurate or complete. This IFB is provided for your information only, and in no way guarantees the number of positions or volume of work to be available. Distributors shall take no advantage of any apparent errors or omissions in the IFB documents. In the event that a Distributor discovers any error or omission, the Distributor shall immediately notify Norristown Area School District in writing.

Under no circumstances will Norristown Area School District or any other SFA be responsible or liable for any decrease in quantities ordered or items ordered due to one or more school boards ceasing participation in this IFB. The quantity of items supplied in this IFB is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will Norristown Area School District be responsible for ordering/paying for the resulting difference.

Norristown Area School District is seeking to identify a prime distributor (1) to provide the items as listed in the Specification document. The selected Distributor shall provide products in accordance with the terms and conditions, the IFB and any applicable Addenda. This IFB requires Distributors to submit a bid for a minimum of 95% of the products listed. Failure to submit Bids in conformity with requirements specified may cause the Distributor’s Bid to be rejected. If listed approved products are not available, submit a substitute.

Norristown Area School District reserves the right to accept or reject any or all Bids, or to accept any part of a Bid without accepting the whole thereof, or to accept such Bid as they deem to be in the best interest of Norristown Area School District.

Norristown Area School District is not liable for any costs incurred by a distributor prior to issuance of or entering into a contract. Costs associated with developing the Bid, preparing for oral presentations, samples, and any other expenses incurred by the distributor in responding to this IFB are entirely the responsibility of the distributor, and shall not be reimbursed in any manner by Norristown Area School District.

Bids cannot be modified after the date and time for submission of Bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Distributor to disqualification. The Norristown Area School District reserves the right to negotiate with any firms under final consideration prior to making an award.

Distributors may withdraw bids at any time up to the deadline for receipt of bids. A distributor desiring to withdraw its bid must submit the request for withdrawal in writing to Norristown Area School District before the bid submission deadline on May 6th 2026 at 10:00am. Distributors may resubmit bids provided it is prior to the scheduled

deadline for receipt of bids.

All distributors must have an electronic ordering system and the ability to generate net term invoices in order to be considered for this IFB. Distributors who submit accept a \$200.00 minimum delivery term. All prices must include delivery. The distributor agrees to schedule delivery no less than once a week to each delivery location.

CONTRACT TIME PERIOD

The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2026 and terminate on June 30th, 2027. This contract may be renewed for up to (4) four one year terms at the same terms and conditions, not to exceed five years. If a party wishes to renew the contract for the additional yearly terms beginning as of July 1, 2027, that party shall notify the other party in writing of its intention by May 15th annually to extend the contract. This agreement may be renewed upon the parties' mutual consent. If either party fails to notify the other party prior to expiration, such party shall be deemed to have agreed on the termination hereof, and the other party shall be entitled to take any action without assuming any liability for breach of contract.

The contract may be extended up to three (3) months at the same Bid pricing. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new IFB, but not to exceed three (3) months. Extension will be at the discretion of the Norristown Area School District.

TIME OF PERFORMANCE

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Distributor shall be prepared, upon written notice of Bid award, to commence delivery of goods pursuant to the award on July 1, 2026. The Distributor must comply with the time of performance.

BID SUBMISSION PROCEDURES

It is essential that the submitted bid complies with all the requirements contained in this IFB. The undersigned Distributor agrees, if this Bid is accepted, to enter into an agreement with Norristown Area School District to perform and furnish all products as specified or indicated in the contract documents.

The following items must be completed and submitted

Request for Bid Signature Page
Hold Harmless Certificate, signed
Non-Collusion Affidavit, signed
Pricing Bid Submissions

Failure to submit bids in conformity with requirements specified may cause a Distributor's bids to be rejected. Late Bids shall not be accepted. The Norristown Area School District shall not be responsible for late receipt of Bids.

If the distributor submits Bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming Bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the distributor, in Norristown Area School District's sole discretion, may be given 72 hours from the time of the Bid opening in which to provide such information to Norristown Area School District.

The Norristown Area School District has the right to waive any and all informalities and other minor defects in Bid submissions.

The distributor shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Distributor of responsibility for the same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the Bid documents including the specifications and all requirements thereof the IFB. It is understood that submission of a Bid indicates full acceptance of the same by the parties submitting the Bid. Furthermore, by submitting a Bid the Distributor waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Distributor through examination of all documents, or raising a question regarding requirements prior to submitting a Bid.

AWARD DETERMINATION STATEMENT

Norristown Area School District will award the contract to the lowest priced, responsive and responsible distributor meeting all terms, conditions, and specifications of the IFB, within approximately 30 days of the opening of the Bids. Submitted Bids shall remain valid during this time period. Norristown Area School District reserves the right, in its sole discretion, to accept or reject any and all Bids or parts thereof.

Awarded distributor should maintain general comprehensive liability coverage in the amount of \$2,000,000 per occurrence combined single limit for personal injury and property damage. Awarded Distributor shall be required to provide the customer with a certificate of liability coverage as defined herein, which shall include the Norristown Area School District as an additional insured.

EJECTION OR DISQUALIFICATION OF BIDS

A Bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initiated, may be rejected as nonconforming.

Norristown Area School District reserves the right to waive a Bid's minor irregularities if rectified by Distributor within three business days of Norristown Area School District's issuance of a written notice of such irregularities.

Norristown Area School District reserves the right to disqualify Bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Distributor.

Issuance of this IFB in no way constitutes a commitment by Norristown Area School District to award a contract. The Norristown Area School District reserves the right to accept or reject, in whole or part, all Bids submitted and/or cancel this solicitation if it is determined to be in the best interest of Norristown Area School District.

Any Distributor who has demonstrated poor performance during a current or previous Agreement with Norristown Area School District may be considered a non-responsible Distributor and their Bid may be rejected to the fullest extent permitted by law. Norristown Area School District reserves the right to exercise this option as is deemed proper and/or necessary, consistent with applicable law.

Norristown Area School District reserves the right to accept or reject any or all Bids, or to accept any part of a Bid without accepting the whole thereof, or to accept such Bid as they deem to be in the best interest of Norristown Area School District.

EVALUATION FACTORS

Norristown Area School District will evaluate all responses on the basis of cost. Norristown Area School District will select the lowest overall submissions (total cost). The total cost of the submission will be evaluated based on the delivered price for each item submitted by the distributor against the volume of units presented by the district, resulting in the total bid price for each line. The value of each line item will be combined to arrive at the total cost of the distributor's submission. The identified distributor with the lowest total cost will then be the selected distributor.

Bids will be evaluated in accordance with the required specifications as listed in this IFB. At Norristown Area School District's discretion, a Bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Distributor to provide, in Norristown Area School District's opinion, the best overall solution to meet the specifications. The Prospective Distributor will be selected on the basis of their capacities to perform the duties set forth in this IFB, as well as other criteria reflecting the business, technology and other considerations of Norristown Area School District.

Norristown Area School District will select a Distributor on the basis of multiple criteria, at its discretion. Norristown Area School District is not obligated to enter into an agreement with the Distributor submitting the lowest bid, or with any Distributor. Norristown Area School District reserves the right to accept or reject all or part of a Distributors bid.

PRICING SUBMISSION INSTRUCTIONS

Distributors are responsible for confirming the best product price of all items within the specification sheet.

Distributors should provide pricing based on the cost they pay to the manufacturer, the product price, plus their fixed fee per case mark up.

When a distributor fails to include a price for an item, the procedure will be to insert the highest dollar value of the prices received for that item plus a 5% penalty in order to produce a fair bottom line total. This is for the purpose of weighing and analyzing the bid; however, the calculated price will not be binding upon The Norristown Area School District or the participating SFAs.

Do not include manufacturer rebates or incentives in price submission. Distributor will inform Norristown Area School District of all rebate offers available in the marketplace and will provide appropriate rebate forms.

Norristown Area School District is exempt from all federal, state, and local taxes; the bid price shall be net of any taxes. The required tax exemption certificates will be duly executed and signed by the SFA at the request of the Distributor.

In the event of a product discontinuation by the manufacturer, the distributor should offer a replacement with pricing.

All Bid prices must include all charges for packing and transporting to the individual schools listed in Attachment A-Delivery Locations.

Distributors must submit pricing on 95% of items listed in the specification sheet. Each Distributor must complete each mandatory column of the specification sheet in their response.

Prices will reflect delivered and unloaded items inside the school building.

AWARDS

Norristown Area School District will make all award notifications. Each bid submitted by a Distributor shall constitute an offer to supply in accordance with this IFB. All bids submitted shall remain valid, firm and subject to unconditional acceptance by Norristown Area School District until award notifications are issued. SFAs participating in the purchase of any or all of the items procured through Norristown Area School District's IFB for Disposables are responsible for initiating the appropriate purchase orders to the distributor(s) awarded the contract.

Following award, all communication between the participating SFAs and the designated distributor shall be in writing. Each party shall designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by Norristown Area School District representatives and a designated high-level distributor official.

Designated sales representative shall be responsible for communicating with all SFA's piggybacking on this contract. They will also be responsible for working with each district for customer service related items.

TERMS AND CONDITIONS

PRICING INFORMATION

Prices shall remain firm for the initial term of the contract.

In the event of a contract renewal the awarded distributor must provide Norristown Area School District a spreadsheet of all Bid items indicating petitions for price increases or decreases for the following school year, by June 1st. This spreadsheet should also include any distributor code changes for the Bid items as well as the new products listed by the group which will be added, and items that are discontinued or of low to no purchasing volume.

The Distributor is expected to pass market decreases on to the SFAs. Norristown Area School District may petition for an invoice decrease based on the most recent Producer Price Indexes.

PRICE ESCALATION/DE-ESCALATION LANGUAGE:

By May 1st prior to the following school year the awarded vendor should provide Norristown Area School District a spreadsheet of all bid items indicating price increases or decreases for the following school year. This spreadsheet should also include any vendor code changes for the bid items.

- Price increases should not exceed the most recent percent increase put out by the Bureau of Labor Statistics Producer Price Indexes for each commodity item. www.bls.gov.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on Producer Price Indexes.

The vendor is expected to pass market decreases on to the district. Norristown Area School District may petition for an invoice decrease based on the most recent Producer Price Indexes.

The successful vendor warrants that the bid price(s), terms and conditions stated in his/her

bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

ITEM AVAILABILITY

Bid items must be available for normal delivery through the length of the contract. If any items are not being ordered at a rate consistent to the quantities projected is due to unforeseen changes in buying patterns, Norristown Area School District and the awarded distributor will determine a mutually agreeable resolution, which could include the following: moving a product to a “Special Order” status, replacing the bid item with an agreed upon equivalent, or removing the item from the bid list. Open communication will allow for notification of distribution needs. Quarterly meetings may be scheduled to discuss logistics.

SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the Bid shall be rejected or returned to the Distributor at the Distributor’s expense unless prior arrangements have been made with the SFA. Substitutions may be made only with prior approval of the SFA. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the Bid. Substitutions are to be priced at the same cost per serving as the original awarded item. SFAs shall be notified of stock-outs before delivery. In the event of a product discontinuation by the manufacturer, the distributor should offer a replacement with pricing.

NEW PRODUCTS

New products may be added during contract renewal. The SFA’s will provide a list of new products and estimated volumes of items to be added. Cost of the additional items should not cause the contract to exceed the total estimated spend or to constitute a material change.

ORDERING INFORMATION

Distributor is to have a computerized ordering system. This system should have reporting features accessible by the SFA. This will be considered when awarding a distributor. Training for the computer option shall be available as requested by the SFA. By August 1st, 2026 distributor must supply a complete electronic order guide for bid items which will be formatted the same as the Bid submitted and shall include distributor ID number and product ID number for all awarded items.

Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. The rejected product must be picked up no later than the next delivery date.

A credit or replacement will be issued for damaged or unacceptable products. All such transactions are to be worked out with each SFA. Replacement of damaged or unacceptable items will be made no later than the next delivery date.

METHOD OF SHIPMENT/DELIVERY

Orders and deliveries shall be supplied by the Distributor as requested and specified except during an emergency and on holidays.

All deliveries shall be removed from pallets and placed in the area designated by the designee by the Distributor. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

It shall be the responsibility of the Distributor to clear the proposed delivery date and time with each recipient district. In all cases, “delivery” shall mean “inside delivery”.

All deliveries must be accompanied by an itemized delivery slip. Food service manager or designee will check merchandise against the voucher. No damaged or distressed merchandise will be accepted. Invoices shall accompany each delivery or must be sent to the food service director’s office of the SFA being supplied.

All charges for transportation shall be the responsibility of the distributor(s).

Deliveries shall be made on a mutually agreed upon basis. Deliveries not arriving within arranged timeframe may be subject to distributor charges based on district overtime cost.

Due to security concerns, all Distributor employees are required to wear badges to identify who they are. At times they may be required to sign in at the front office in accordance with the procedures of the SFA.

PAYMENT

Each SFA will make payment in accordance with the SFA’s board approval upon receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Where partial delivery is made, an invoice for such a part shall be made upon delivery, and payment made under conditions as above.

Invoices, at minimum, shall consist of the following information: Delivery location, Item description and cost, Extended cost for total quantity purchased, total cost of all products purchased.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of Force Majeure. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure events include acts of God; war; fire; flood; earthquake; act of terrorism; civil disorder; or other similar occurrences beyond the control of the Distributor or the SFA. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any Force Majeure event. For the avoidance of doubt, Force Majeure shall not include financial distress or the inability of either party to make a profit or avoid a financial loss.

WARRANTY

Successful Distributor shall fully warranty all products furnished under the terms of this contract, against poor and inferior quality. While under warranty, a successful Distributor shall replace any damaged or inferior product in a timely manner to minimize the disruption of The Norristown Area School District's or other SFA’s operations.

GIFT AND GRATUITIES

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the SFA purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

WAIVER AND REJECTION OF RIGHTS

Notwithstanding any other provisions of the solicitation, the SFA reserves the right to:

- a) Waive any immaterial defect or informality;
- b) Reject any and all offers or portions thereof; or
- c) Cancel a solicitation.

RELEASE FROM CONTRACT

In the event the market for a product covered by this request escalates to a point that the Distributor is delivering the product at less than cost, the Distributor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the Distributor from the contract will be based on the difference between the market at the time of the Bid opening and the current market for this item.

FEDERAL REGULATIONS

The contract between Norristown Area School District – and the Distributor shall be governed in accordance with the laws of the Commonwealth of Pennsylvania and all applicable Federal regulations.

REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

Norristown Area School District reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Distributor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Distributor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by Norristown Area School District for such Goods or Services, but in no event shall Distributor be entitled to recover loss of profits.

In the event that either the Distributor or Norristown Area School District defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

ASSIGNMENT

The Distributor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with Norristown Area School District, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by Norristown Area School District.

INDEPENDENT CONTRACTOR AND INDEMNITY

The Distributor shall act as an independent Contractor and not as an employee of Norristown Area School District or any participating SFA. Distributor agrees to indemnify and hold harmless Norristown Area School District, the SFA,

their elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Distributor, its subcontractors or its respective agents, servants, or employees or such party's failure to perform in accordance with the provisions of the contract resulting from this IFB. The Distributor's liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities and liabilities assumed by the Distributor under this paragraph shall not extend to any liability caused by the negligence of the SFA or its employees.

HUB/MWBE- In accordance with the Federal Uniform Grant Guidance the district shall take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. These affirmative steps include, but are not limited to, placing qualified small and minority businesses and women's business enterprises on solicitation lists and ensuring the small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify Norristown Area School District, their operating committee, any officer, agent, servant, or employee of the Norristown Area School District from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:
Any injury to person or property sustained by the proposer, its agents, servants, or employees,
or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract. However, caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the contractor, its agents, or employees or any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption or indemnity, liability, and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract. The contractor at its own expense and risk shall defend any such legal proceedings that may be brought against the career institute of technology, the operating committee, or any officer, agent, servant, or employee of the Norristown Area School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Norristown Area School District, the operating committee, or any officer, agent, servant, or employee of the Norristown Area School District.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, or whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act 62 Pa. C.S.A. §4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

A person's statement on the affidavit that he or she has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract does not prohibit a government agency from accepting a bid from or awarding a contract to that person, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____ County of _____

I state that I am _____ (Title) of _____ (Name of my firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive bid.

5) _____, (Name of firm) its affiliates, subsidiaries, officers, directors and employees are not currently under any investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

6) NEITHER I NOR ANYONE ON BEHALF OF THIS FIRM HAVE AGREED WITH ANOTHER FIRM OR REPRESENTATIVE OR AGENT OF ANOTHER FIRM TO SELL ITEMS OR SERVICES AT THE SAME PRICE, TO SUBMIT IDENTICAL BIDS, TO ROTATE BIDS, TO SHARE PROFITS WITH A CONTRACTOR WHO DOES NOT SUBMIT THE LOW BID, TO SUBMIT PREARRANGED BIDS, AGREED UPON HIGHER OR LOWER BIDS OR OTHER COMPLEMENTARY BIDS, TO SET UP TERRITORIES TO RESTRICT COMPETITION OR NOT TO SUBMIT BIDS.

I state that _____ (Name of firm) understands and acknowledges that above representations are material and important, and will be relied on by the Norristown Area School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Norristown Area School District of the true facts relating to the submission of bids for this contract.

SIGNATURE: _____ DATE: _____

Standard Contract Provisions for Non Federal Entity Contracts Under Federal Awards

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR Appendix II to Part 200(D)

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR Appendix II to Part 200(E)

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. 2 CFR Appendix II to Part 200(F)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR Appendix II to Part 200(G)

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR Appendix II to Part 200(H)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 2 CFR Appendix II to Part 200(I)

Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR Appendix II to Part 200(J)

Prohibition on certain telecommunications and video surveillance services or equipment: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471. 2 CFR Appendix II to Part 200(K) 1) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section:

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

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR Appendix II to Part 200(L)

Buy American Requirement:

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf, procurement transactions must comply with the Buy American provision in 7 CFR Part 210.21(d). An SFA must include Buy American language in documented procurement procedures, and all procurement solicitations and contracts; including domestic requirements in bid specifications.

- Sample Buy American provision Language that can be used in specifications, solicitations, and/or contracts:
 - As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision)
 - The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of _day (s) in advance of delivery.

The request must include the:

- (a) Alternative substitute (s) that are domestic and meet the required specifications:
 - Price of the domestic food alternative substitute (s); and
 - Availability of the domestic alternative substitute (s) in relation to the quantity ordered
- (b) Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic food product; and
 - Price of the non-domestic product that meets the required specification of the domestic product

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Vendor must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

(b) The vendor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- No 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 on his or her behalf 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the Vendor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 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 and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____ DATE: _____

COMPANY NAME: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBVENDOR) For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Vendor must complete and sign the following:

The Vendor certifies, to the best of its knowledge and belief, that:

The Vendor and/or any of its Principals Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; Have not, within a three-year period preceding this offer,

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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Vendor has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Vendor shall provide immediate written notice to Norristown Area School District if, at any time prior to subcontract award, the vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Vendor's responsibility. Failure of the vendor to furnish a certification or provide such additional information as requested by Norristown Area School District may render the vendor non-responsible.

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 paragraph (a) of this provision. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to Norristown Area School District, Norristown Area School District may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____ DATE: _____

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(d)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt.

Name of Vendor: _____

Vendor agrees to the following: _____

- 1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- 2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- 3) To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- 4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- d) The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- e) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- f) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- g) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental

Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

- The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE: _____

DATE: _____

Historically-Underutilized Business (HUB) Minority/Woman-Owned Business Enterprise (MWBE) Disclosure Certification

Companies submitting bids that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this solicitation.

_____ I certify that my company has been certified as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. (Required documentation for recognition as a HUB).

- Minority
- Small Business
- Woman Owned

_____ My company has NOT been certified as a Historically Underutilized Business (HUB)

Name (Please Print) Company

Signature of Authorized Representative

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. This institution is an equal opportunity provider.

NPSD - PAPER BID 2026-2027

Description/Specification	Unit	Pack	Suggested Manufacturer	Projected Volume	Manufacturer Name	Manufacturer ID #	Unit	Pack	Price	Distributor ID #
Aluminium Pan 1/2 size	Case	50		36						
Aluminium Pan Full Size	Case	50		6						
Aluminum Pan Deep 1/2 size	Case	100		10						
Bag, Paper, 4 pound Kraft	Case	500		6						
Bag, Bun Pan Cover, Clear	Case	200		95						
Bag, Bun Rack Cover 32X20X75	Case	200		130						
Bag, Bun Rack, Cover, 52X 80	Case	50		5						
Bag, Paper, 6 pound Kraft	Case	500		7						
Bag, French Fry, 5x4, Kraft, Paper, Unprinted	Case	2000		20						
Bag, Paper, 8 pound Kraft	Case	500		75						
Bag, Plastic, 5x3x15, Clear, .9 ML	Case	1000		300						
Bags, Saddle Sandwich Bag, 6.5x7, Flip Top	Case	2000		100						
Bag, Zipper Quart, 7x8, zip seal closure, 2 MIL, unprinted	Case	1000		40						
Bag, Zipper, Gallon, 10X12 2 Mil	Case	1000		45						
Bags, T-Shirt, Clear, 11.5X 6.5X21	Case	1000		40						
Bleach, 6%	Gal	1		10						
Bleach, 6%	Case	6		65						
Bowl, 24 oz round, Pulp	Case	300		15						
Bowl, Burrito 9 in, 16 oz, Oval, Kraft, Pulp	Case	1000		80						
Bowl, MicroRaves, 16 oz, round, Black, Clear Flat lid Combo	Case	50		7						
Cleaner: Alto-Shaam CF-28892 14 Gram Cleaning Tabs for Combitherm Ovens - 90/Case	Case	50		10						
Cleaner: Rational, Oven & Grill Cleaner, Red Tablet, 100 count, 14.33 LB	Case	100		13						
Cleaner: Rational, Oven & Grill Cleaner, Blue Tablet, 150 count	Case	150		7						
Cleaner: Rational Tabs- Green 100 packs	Case			6						
Container, Clam Shell, 6X6 Hinged sandwich	Case	500		45						
Container, Clam, 8 inch, Clear Square	Case	200		55						
Container, Hinged, 6 in, 20 oz, clear, square	Case	200		10						
Container: Hinged, 8X8X2.375 , Clear	Case	200		70						
Container, Hinged, Hoagie Container, Clear, 8.5x4x3 IN	Case	250		40						
Container: Pizza Slice Container, Hinged, 16/8 8.625X6.875X1.1875 IN, SBS Paperboard, Microwave Safe	Case			30						
Container, Take-Out Container, Base & Lid Combo, 24 OZ, PP Black Clear Rectangle, Shallow, Microwave Safe	Case	150		155						
Container, Take-Out Container, Base & Lid Combo, 32 OZ, 2 Compartment, Black Clear Rectangle, Microwave Safe	Case			305						
Container, Take-Out Container, Base & Lid Combo, 3 Compartment, Black Clear Round, Microwave Safe	Case			105						
Cup, Cold Transparent 9 oz	Case	2500		9						
Cup, Hot, 8 oz soup cup	Case	1000		4						
Cup, Hot, 6 oz soup cup	Case	1000		3						
Cup, Hot, White, Paper, 8 Oz, Coffee	Case	1000		5						
Cup, Hot, White, Paper, 12 Oz, Coffee	Case	1000		5						
Cup, Cold Cup 5 OZ Drinking Plastic Translucent	Case	2500		50						
Cup, Cold, Plastic 16 oz	Case	1000		20						
Cup, Cold Combo, 12 Oz Parfait	Case	500		59						
Cup, Parfait Insert, Clear, Pet, 4 oz	Case	1000		29						
Cup, Portion Cup 1 OZ Treated Paper White Round	Case	5000		10						
Cup, Portion, 2 oz clear	Case	2500		32						
Cup, Portion, 4 oz clear	Case	2500		75						
Cup, Portion, 5.5 oz Clear	Case	2500		85						
Cup, Food Container Base & Lid Combo With Plastic Lid 8 OZ Paper White Round Vented	Case	250		25						
Cutlery Kit, Fork, Spoon, Napkin, Straw	Case	500		100						
Cutlery Kit, Spork, Napkin, Straw	Case	500		100						
Cutlery, Black, Polystyrene, Med wt, Fork	Case	1000		15						
Cutlery, Black, Polystyrene, Med wt, knife	Case	1000		5						
Cutlery, Black, Polystyrene, Med wt, Teaspoon	Case	1000		10						
Cutlery, Smart Stock Poly Styrene, Black Series T, Fork	Case	960		200						
Cutlery, Smart Stock Poly Styrene, Black Series T, Teaspoon	Case	960		200						
Cutlery, Smart Stock Poly Styrene, Black Series T, Knife	Case	960		0						
Cutlery, Fork, Medium Wt White	Case	1000		1110						
Cutlery, Knife, Medium Wt, White	Case	1000		210						
Cutlery, Teaspoon, Medium Wt, White	Case	1000		1090						
Cutlery, Teaspoon MW White Wrapped	Case	1000		5						
Detergent, Dish	Case	12	Dawn	15						
Detergent, Laundry, 50 pound pail	Case	50 pound		41						
Film, 35 Guage, 18 inX 2000 Ft	Roll			50						
First Aid, Kit 25 People	Case			19						
First Aid, Water Jel Burn Jel Burn Relief Lidocaine 3.5 Gram Individual Packet Topical Gel 2% Strength , 25 Ct	Box	25	Water Jel	39						
Foil, Aluminium 18 in X 1000 ft	Roll	1	Victoria Bay	38						
Foil, Aluminium 18 in X 500 ft	Roll	1	51803	10						
Foil, Aluminum Interfold Sheets, 9" x 10.75", pop-up, not insulated	Case	3000	29100	75						
Foil, Aluminium Pop-up Sheets 12 X10.75 in	Case	2400	Victoria Bay	6						
Gloves, Nitril, Powder Free, Large must comply with the provisions of the federal food, drug, and cosmetic act which allow repated contact with food	Case			5						
Gloves, Poly, Large, clear	Case	1000		10						
Gloves, Vinyl, Large Clear, Powder Free	Case	1000		260						
Gloves, Vinyl, Medium Clear, Powder Free	Case	1000		230						
Gloves, Vinyl, small, powder free, clear	Case	1000		15						
Gloves, Vinyl, X-Large Clear, Powder Free	Case	1000		130						
Hairnet, Beard Net	Case	144		12						
Hairnet, Black 22-24 in	Case	144		30						
Hairnet, Light Brown	Case	144		40						
Label: Date Code Genie, Blank 2x2 White Square, 4 pack	Case	3000	DCG-P22-4	15						
Lid For Aluminum Pan 1/2 size	Case	100	VBHLF	32						
Lid for Aluminum Pan Full Size	Case	100		4						
Lid, 3.5 oz-5.5 oz clear	Case	2500		130						
Lid, Catering Tray, 4 in high dome, fits 18 inch tray	Case			6						
Lid, Cup, Hot, 8 oz flat White, vented	Case	2500		2						
Lid, Cup, Hot, 3-7 oz cup	Case	2500		1						
Lid, Cold, Plastic 16 oz, Fits corresponding 16oz cup, spec	Case	2500		20						
Lid, Portion Cup, 1.5 oz-2 oz	Case	2500		20						
Napkin, Mega Cartridge, Dispenser	Case	1		5						
Napkin, Mega Cartridge 6.5X 8.4, kraft	Case	6 pk	SCOTT 98908	45						
Napkin,Dispenser, Kraft 2 ply, 6.5X8 in	Case	6000	VBIFNK	565						
Oven Mitt, 17 inches	pack	6		5						
Pan Liner, Baking, Paper, 16 in X 24 in	Case	2000		450						
Pan Liner, Poly Nylon 23X14 in	Case	200		15						
Pan Liner, Poly Nylon 34X18 in Deep	Case	200		10						
Pan Liner, Poly Nylon, 23X14	Case	200		10						
Aluminium, Pan, Full Steam Table Deep	Case	50		5						
Plate, Black Plastic, 9 in	Case	250		10						
Plate, Foam, Black 6 inches	Case	1000		6						
Plate, Foam, Black 9 inches	Case	1000		10						
Plate, White, Paper 9 in, unliminated	Case	1000		265						
Pot Holder, 8X8 Terry	pack	6		20						

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Description/Specification	Unit	Pack	Suggested Manufacturer	Projected Volume	Manufacturer Name	Manufacturer ID #	Unit	Pack	Price	Distributor ID #
Rational Cleaner Tabs- Green 100 packs	Case			6						
Rational Cleaner Tabs- Red 100 packs	Case			6						
Scour Pads, 3.5X5 Scotch Brite	case	10	Scotch Brite	40						
Scour Pad, Brillo, Hotel, Steel Wool, Pink	Case	120	Brillo	10						
Scour Pads, Medium Duty 6 X9 Green	pack	12		55						
Sponge, scrubbing, med duty	pack	12		5						
Sponge, SS 12 Pack	pack	12		55						
Stirrer, Wood, 5.5 in flat	Case	5000		2						
Straw, Slim, Milk, 5.75 in	case	12000		10						
Tongs, Black, 6 in	each	1		3						
Tongs, Black, 7 in	each			5						
Towel, White, Terry #25	pack	12		18						
Trash Bag, Can Liner, 38X58 1.5 Mil Black	case	100		1275						
Trash Bag, Can Liner, 43X46 1.5 Mil Black	case	100		80						
Tray, .5 Pound, Kraft	case	1000		229						
Tray, .25 Pound, 4.25 in, Kraft	case	1000		181						
Tray, 1 Pound Boat Kraft	case	1000		275						
Tray, 2 Pound Boat, Kraft	case	1000		300						
Tray, 3 Pound boat, Kraft	case	500		475						
Tray, 5 Compartment, Compostable, Pulp	case	200	Victoria Bay	2750						
Tray, 5 Pound boat, Kraft	Case	500		45						
Tray, Catering, Black, 18 inches				7						
Tray, Single Serve Black 5 oz	Case	2500		44						
Utensil, Fork, White, Medium Weight	Case	1000		10						
Wipes, Probe and food Thermometer	Case	100		124						
Container, Deli 16 oz	Case	500		9						
Container, Deli 32 oz	Case	500		34						
Lid, Deli Container	Case	500		39						
Cup, Cold, transparent 5 oz	Case	2500		5						
Cup, 1 oz Clear	Case	2500		2						
Bag 6X3X15 IN PET 0.6MIL Clear	Case	1000	Sigma Plastics	25						
Bowl, Catering, Black, 16 oz, 11"X11	Case	50		0						
Cleaner, Freezer Floor	Case	6		2						
Bags, Shrink Tight, half pan	Case	50	Pan Saver- 44651	5						
Bags, Shrink Tight, third pan	Case	50	Pan Saver- 44652	5						
Tape, Masking, 1inch	Case			0						