



LONGVIEW SCHOOL DISTRICT NO. 122

CAFETERIA PAPER SUPPLIES

INVITATION TO BID 24-0626-22

LONGVIEW SCHOOL DISTRICT NO. 122

LONGVIEW, WASHINGTON

CALL FOR BIDS

Notice is hereby given that sealed bids for **CAFETERIA BAKERY, PRODUCE, DAIRY, SUPPLEMENTAL FOOD, AND PAPER SUPPLIES** will be received at the Business Office of the Longview School District No. 122, 2715 Lilac Street, Longview, Washington, 98632, up until 11:00 a.m. on Wednesday, June 26, 2024, at which time sealed bids will be publicly opened.

Sealed bids may be mailed to the address above or dropped off at the Business Office in person between the hours of 8:00 a.m. and 04:00 p.m., Monday through Friday, with the exception of June 19, 2024, when the Business Office is closed for a Federal Holiday.

Specifications are available by sending an email to purchasing@longview.k12.wa.us, calling the Purchasing Department at 360-575-7905, or on the Longview Public Schools website at <https://www.longviewschools.com/departments/business-services/bids-proposals>.

Bids received after the time set for opening cannot be considered.

The School District reserves the right to reject any or all bids and to waive any informalities and/or irregularities.

Dated this 13th day of June, 2024 by order of the Board of Education of the Longview School District.

Dr. Daniel Zorn
Superintendent

Publish: **6/13/2024**
6/20/2024



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PART I SCHEDULE

Bid advertisement	June 13 and June 20, 2024
Questions accepted	June 13 – June 20, 2024
Addendum issued (if necessary)	June 21, 2024
Sealed Bids Due	June 26, 2024 11:00 AM
Bakery Bid Opening	June 26, 2024 11:00 AM
Dairy Bid Opening	June 26, 2024 11:15 AM
Paper Supplies Bid Opening	June 26, 2024 11:30 AM
Produce Bid Opening	June 26, 2024 11:45 AM
Supplemental Food Bid Opening	June 26, 2024 12:00 PM
Tabulation of Bids	June 27 – July 5, 2024
Recommendation to Board	July 8, 2024
Bid Award and Purchase Order Issued	July 15, 2024

PART II INSTRUCTIONS TO BIDDERS

1. State of Washington statutes require the Longview School District to go through a prescribed bidding process on all purchases over defined dollar limits. The district takes the bidding process seriously and its intent is to solicit bids that are accurate and that each bidder intends to honor.
2. It shall be the duty of the bidder to submit his bid on or before the hour and date specified. Longview School District No. 122 shall assume no responsibility for delay in U.S. Mail, Federal Express or other service, which results in late arrival of bid.
3. Bids shall be enclosed in a sealed envelope, properly addressed and marked in the lower left hand corner with the name of bidder, title of bid, date and hour of bid opening and bid number, and addressed to:

Longview School District No. 122
Attn: Purchasing Department
2715 Lilac Street
Longview, WA 98632
4. Bids may be changed in any way or withdrawn at any time, UP TO the time of bid opening.
5. Telephone, emailed or faxed bids will not be considered; modifications via email or fax may be considered providing the official bid form has already been received by the District and the email or fax is received prior to the time of the bid opening.
6. Should discrepancies or omissions occur in specifications or bidder is in doubt as to their meaning, notify the Purchasing Department by email at Purchasing@longview.k12.wa.us or by telephone at 360-575-7905. A written correction or addendum will then be sent to all bidders. The district will not be responsible for oral interpretations.
7. Proposals shall be on the forms provided herein. The completed forms shall be in ink or typewritten. Alterations or erasures shall be stated clearly in ink or typewritten and shall be initialed by an official representative of the bidder. If additional space is required for alternates or explanation, use enclosed Part VI-Alternates & Exceptions.
8. Each bid must be signed by the bidder with his/her usual signature in longhand with the name of the firm and title of signer printed or typed, Part VII-Signature Pages
9. AFTER BID OPENING, bids cannot be changed or withdrawn. If accepted, the bid is considered to be a binding contract that you as the bidder will be expected to honor. If for any reason you do not perform the contract, the district can be expected to take whatever action it feels is appropriate to either require performance or to recover any losses or increased costs incurred by the district as a result of failure to honor the bid.

10. Longview School District No. 122 reserves the right to reject any and all bids, or items bid, and waive informalities with respect thereto, and award bid in the best interest of the district.
11. The final time period to submit a bid protest is 4:00 p.m. on the 2nd day after opening.
12. A bidder shall, immediately after being notified that he is successful bidder, enter into agreement within ten (10) days with Longview School District No. 122 pursuant to all terms and conditions contained herein.

PART III PROVISIONS

1. Each bid must conform to the terms, conditions, specifications, and bid forms of this Invitation to Bid, all of which shall become part of the bid evaluation, award, and purchase agreement process.
2. The Longview School District, hereinafter referred to as the District, reserves the right to reject any and/or all bids and to waive any irregularities and/or any informalities in any bid except those contrary to law. The District reserves the right to award as specified under this bid, or any alternate bids, whichever is in the best interest of the District.
3. To receive consideration, bids received shall comply with all requirements of this Invitation to Bid.
4. Longview School District No. 122 District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran, or military status, sexual orientation, gender expression or identity, genetic information, disability, or the use of a trained dog guide or service animal.

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing, 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.

5. Minority Owned and Women Owned business enterprises: Longview School District encourages the participation of Minority owned and Women Owned Business Enterprises.
6. Unless stated otherwise in the specifications, bid prices shall be firm, fixed, and shall be the maximum as set forth. Any deviation from the specifications, if defined as part of this contract form must be clearly pointed out, otherwise it will be considered that items offered are in compliance with specifications and successful bidder will be held responsible therefore. Deviations must be bid as alternates and explained on the

enclosed Part VI-Alternates & Exceptions. State cash discount, if any, as a percentage; the percentage, if any, will be used to determine your bid price.

7. The Bidder shall supply all labor, equipment, and materials required to supply and deliver paper products to Longview School District No. 122.
8. In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:
 - a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
 - c. Whether the bidder can perform the contract within the time specified
 - d. The quality of performance of previous contracts services
 - e. The previous and existing compliance by the bidder with laws relating to the contract or services
 - f. Such other information as may be secured having a bearing on the decision to award the contract
 - g. All things being equal, the District reserves the right to award bids in the best interest of the District, whether on a total basis or any item individually whichever will ensure the greatest benefit to the District, special provisions notwithstanding. Bidder otherwise must state that he is bidding all or nothing. The Longview School District reserves the right to reject the bid on any single item if the price on such item exceeds the budget constraints of the district.
9. The following specifications shall apply as common to all items or individually to each item, whichever applies hereunder as a part of and binding to the bids submitted. Methods of testing, if deemed particular to clarification of specifications shall be described hereunder. Testing methods are at the sole discretion of the District.
10. The estimated quantity of bid items is based upon the best current estimate of consumption by district schools and departments for the 2024-2025 school year. The District reserves the right to increase or decrease purchases of each bid item in conformity with the actual requirements of district programs. The district also reserves the right to add and/or delete items from these categories as deemed in the best interest of the District.
11. However, the Longview School District's estimated annual usage should be used as the minimum basis for discount schedule calculation. The Longview School District No. 122 makes no guarantees, either explicit or implied, as to the volume of purchases which will originate under this contract.
12. The District desires a contract which would include the accumulated annual quantities and dollar expenditures of all participating school districts and private schools as the basis for the specific discount schedule for paper supplies.
13. The Longview School District has prepared this cooperative bid document to procure paper supplies to meet the requirements of all K-12 school districts and private schools

in the States of Washington & Oregon. Each school district and private school that chooses to participate or access this contract will be required to execute an Intergovernmental Cooperative Purchasing Agreement with the Longview School District to satisfy legal issues. Each participating district and private school shall prepare and execute an Interlocal Agreement document which shall be submitted in duplicate to the Longview School District's purchasing department for execution by the district's Board of Directors. The district will return one copy of the fully-executed Interlocal Agreement to the participating district or private school for their permanent file.

14. Terms of this bid/contract shall empower any school district or private school to contact the successful vendor directly to meet the specific needs of their district without any notice or involvement with the Longview School District or its representatives. The annual contract is open-ended in nature and shall serve as a convenience to any school district or private school that may choose to participate in the contract. The Longview School District will not require any fee for service to access this bid/contract.
15. Each Participating school district and private school shall have the option to purchase any or all of product categories offered by the successful vendor. The District, along with all participating school districts or private schools, reserves the right to purchase paper products in conformity with the actual requirements and available funding.
16. In accordance with Uniform Grant Guidance 2 CFR 200.214, Longview School District cannot contract with vendors who are suspended or debarred. Each bidder must sign the attached certification regarding debarment and suspension, Part VII.
17. Vendors must certify in writing that their company complies with the Buy American Provision, or provide an explanation as to why it cannot certify compliance.
18. Vendors must certify in writing that their company has not used federal funds to participate in lobbying activities in connection with procurement contracts exceeding \$100,000 contract value.
19. The term of this contract shall extend from July 16, 2024 to July 15, 2025 for the 2024-25 School Year.
20. Termination of Purchase Agreement. Termination for Convenience: In addition to its other rights to terminate, the District may terminate this purchase agreement in whole or in part, at any time and for any reason by giving thirty (30) calendar days notification sent certified mail, return receipt requested, to the awarded vendor when it is determined to be in the best interest of the District. During the thirty (30) day period, awarded vendor shall wind down and cease its service as quickly and efficiently as possible, without performing unnecessary services and activities and by minimizing negative effects on the District from such winding down and cessation of services. If this purchase agreement is terminated, the District shall be liable only for payment in accordance with the terms of the purchase agreement for satisfactorily rendered product and services prior to the effective date of termination. Termination charges shall not apply unless they are subsequently agreed upon by both parties, and in no instance shall a vendor be entitled to overhead, profit, or other compensation for work not performed or products not delivered.

21. If the awarded vendor fails or refuses to furnish any materials or services and/or to complete delivery thereof within the specified time or times, or any extensions thereof, and such default continues for more than ten (10) days after written notice thereof by the District, the District shall have the right to procure such materials and services on the open market, and the awarded vendor shall be liable to the District for any excess cost occasioned thereby.
22. The award of this contract shall in no way limit the right of Longview School District No. 122 to obtain other quotations and bids and to award contracts deemed to be in the best interest of the School District.
23. The District will process payments in a timely manner after receipt and acceptance of product, supplies, and/or services are complete. District purchase order number must be shown on all invoices.
24. Qualifications of Distributors and Selection Criteria:
 - a. The distributor must have a recognized place of business.
 - b. The distributor must meet all State and Municipal Health Department requirements for said type of business.
 - c. Distributor must show ability to deliver as per schedule and to deliver exact amount of quantities ordered by each school.
 - d. Distributor must have buying procedures that are acceptable to the Purchasing Department of the Longview School District.
25. The records and invoice prices of the supplier will be subject to audit by Longview School District No. 122.

PART IV SPECIFICATIONS

1. An example of the estimated annual usage of paper products that the supplier can expect to deliver under this contract can be found in this section. The inclusion of this list in no way limits the right of the District to purchase other types of paper items, or requires the District to purchase all of the types listed.
2. The quality of paper items supplied shall be as specified by Longview School District No. 122.
3. The School District retains the right to reject any or all orders as inspected upon delivery.
4. The vendor shall invoice separately for each order whether delivered to a school or to the District's warehouse.

Line #	Item #	Description	Unit	Estimated Order 2024-25
1	30-0021	Hot Trays, 1 Compartment, 5" x 6-1/2", Ovenable Paper Tray up to 400 Degrees, PT108, 900/Case	CASE	325
2	30-0027	Hot Trays, 2 Compartment, 5" x 6-1/2", Ovenable Paper Tray up to 400 Degrees, PT400, 700/Case	CASE	140
3	30-0040	Cold Trays, Plastic, 1 Cell Trays, 5" x 6-1/2" x 1-1/2", Sealable, 1000/Case. Plastic Pkg Item #3610	CASE	300
4	30-0042	Cold Trays, Plastic, 2 Cell Trays, 5" x 6-1/2" x 1-1/2", Sealable, 1000/Case, Plastic Pkg Item #3620	CASE	65
5	30-0131	Forks, Plastic 6", Medium Wt., Winkler WF-2 or Equal	CASE	100
6	30-0134	Napkins, 9" x 12", Must be Bag Pack, James River 1706BG or Equal, 6000/Case	CASE	80
7	30-0141	Plastic Wrap, Cold Film, 15-1/2 x 6000' per Roll, 32 Lbs/Roll, 100G Overwrap	ROLL	85
8	30-0144	Plastic Wrap, Hot Film, 14-1/2 x 5100', Appx. 38 Lbs/Roll, 80G Mylar Pet, Heatable up to 400 Degrees, 8K	ROLL	85
9	30-0150	3 Compartment Plate, Standard Chinest 10-1/4" or Equal, 500/Case	CASE	15
10	30-0151	5 Compartment Molded Fiber Tray, 8 x 10, 500/Case	CASE	525
11	30-0166	Spoons, Lightweight, Winkler LSI or Equal, 1000/Case	CASE	100
12	30-0167	Sporks, Plastic, 5" - 5-3/4", Medium Weight, Assorted Colors, CSF 70S or Equal, 1000/Case	CASE	400

PART V DELIVERY INSTRUCTIONS

1. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all prices shall be F.O.B. destination inside, or point of use shall be in force, unless so otherwise instructed below. Prices shall include all shipping, handling and packaging costs and be exclusive of Washington State sales tax and Federal excise tax.
2. **FUEL SURCHARGES:** The District understands the dynamic nature of the fuel market. The District expects that prices submitted shall include shipping and delivery costs. However, if bidder typically assigns a fuel surcharge to their orders when fuel reaches a certain price, those details, including specific price and specific surcharge, must be clearly submitted with the proposal or charges will not be honored.
3. Orders will be placed directly with the distributor by the Nutrition Services Office.
4. The distributor will separately pack each order delivered to a school.
5. All orders as packed shall be plainly marked as to destination.
6. Deliveries for the Longview School District should be sent to school addresses provided by the Nutrition Services Department of the Longview School District and participating school districts.

All Longview School District orders should be delivered to the Longview School District Warehouse:

Longview School District Warehouse
2715 Hudson St.
Longview, WA 98632

7. Timely and scheduled delivery of paper products is of the essence for this contract.
8. All deliveries to schools must be made between 8:00 am and 3:00, Monday through Friday, as requested by the Longview School District.

PART VI ALTERNATES AND EXCEPTIONS

Bidders who are bidding items as specified, but wish to use their catalog number for reference should check box "As Specified", and then enter vendor's catalog number. If bidder is bidding an alternate, please enter the description on the line provided for alternate.

State below any changes in standard of quality or specifications you wish to take. Show alternate proposal(s) and bid price.

NOTE*

THE DISTRICT MAY ASK THE VENDOR TO EXTEND THESE PRICES FOR UP TO AN ADDITIONAL FOUR YEARS. THIS WILL BE AT THE VENDOR'S OPTION. IF THE VENDOR AGREES TO THE REQUEST THEY MUST NOTIFY THE DISTRICT IN WRITING OF THEIR INTENT TO CONTINUE THIS CONTRACT PRIOR TO THE END OF THE CURRENT BID CONTRACT.

Bidders must convert their unit price to match the bid specifications.

PART VII SIGNATURE PAGES

Cash discount N/A % for payment within thirty (30) days of submittal of invoice for work performed or goods received, and for public works projects, submittal of all documents required.

It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the Longview School District No. 122. The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

Firm Name: Oliver Packaging & Equipment

By: Amy Delp

Signature/Title

Printed Name: Amy Delp

Address: 3236 Wilson Dr NW

Walker, MI 49534

Date: 6/18/24 Tel. No 800-253-3893

Email address: adelp@oliverquality.com

CERTIFICATION REGARDING DEBARMENT

Oliver Packaging & Equipment certifies that to the best of their knowledge/belief that neither Oliver Packaging as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

"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 subsidiary, division, or business segment, and similar positions).

Oliver Packaging & Equipment shall provide immediate written notice to Longview School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Longview School District should determine at any time that this certification is false, Longview School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- A. Checking the federal Excluded Parties List System (EPLS); or
- B. Collecting a certification from that person if allowed by this rule; or
- C. Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we 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. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

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.

<u><i>Amy Delp</i></u>	<u>6/18/24</u>
Authorized Signature	Date

Amy Delp
Printed Name


CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

 _____ Authorized Signature	<u>6/18/24</u> _____ Date
Amy Delp _____ Printed Name	

CERTIFICATION REGARDING BUY AMERICAN PROVISION

BUY AMERICAN PROVISION

By submitting and signing this bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin, or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produce products. If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

Amy Delp

6/18/24

Authorized Signature

Date

Amy Delp

Printed Name

PART VIII BID FORMS

Line #	Item #	Description	Unit	As Specified? (Y/N)	Price	Estimated Order 2024-25
1	30-0021	Hot Trays, 1 Compartment, 5" x 6-1/2", Ovenable Paper Tray up to 400 Degrees, PT108, 900/Case	CASE	Y	133.90	325
2	30-0027	Hot Trays, 2 Compartment, 5" x 6-1/2", Ovenable Paper Tray up to 400 Degrees, PT400, 700/Case	CASE	Y	128.86	140
3	30-0040	Cold Trays, Plastic, 1 Cell Trays, 5" x 6-1/2" x 1-1/2", Sealable, 1000/Case. Plastic Pkg Item #3610	CASE	Y	90.22	300
4	30-0042	Cold Trays, Plastic, 2 Cell Trays, 5" x 6-1/2" x 1-1/2", Sealable, 1000/Case, Plastic Pkg Item #3620	CASE	Y	90.22	65
5	30-0131	Forks, Plastic 6", Medium Wt., Winkler WF-2 or Equal	CASE			100
6	30-0134	Napkins, 9" x 12", Must be Bag Pack, James River 1706BG or Equal, 6000/Case	CASE			80
7	30-0141	Plastic Wrap, Cold Film, 15-1/2 x 6000' per Roll, 32 Lbs/Roll, 100G Overwrap	ROLL			85
8	30-0144	Plastic Wrap, Hot Film, 14-1/2 x 5100', Appx. 38 Lbs/Roll, 80G Mylar Pet, Heatable up to 400 Degrees, 8K Lunches/Roll	ROLL			85
9	30-0150	3 Compartment Plate, Standard Chinnet 10-1/4" or Equal, 500/Case	CASE			15
10	30-0151	5 Compartment Molded Fiber Tray, 8 x 10, 500/Case	CASE			525
11	30-0166	Spoons, Lightweight, Winkler LSI or Equal, 1000/Case	CASE			100
12	30-0167	Sporks, Plastic, 5" - 5-3/4", Medium Weight, Assorted Colors, CSF 70S or Equal, 1000/Case	CASE			400

VENDOR NAME Oliver Packaging & Equipment

Amy Delp
 Signature

6/18/24
 Date



TERMS AND CONDITIONS OF SALE OF PRODUCTS BY OLIVER PACKAGING AND EQUIPMENT COMPANY

1. **Applicability.** The following Terms and Conditions ("Terms") are applicable to all sales by Oliver Packaging and Equipment Company ("Oliver") to the purchaser specified in the order ("Purchaser") and are the only conditions applicable to the sale of Oliver's products ("Products"), except conditions relating to price, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the description and specification of the Products, together with other written conditions which may be mutually agreed upon by the parties. Oliver shall not be deemed to have waived any of these Terms if it fails to object to provisions appearing, or incorporated by reference in, or attached to Purchaser's purchase order or other purchase documents.
2. **Acceptance.** Oliver's offer to sell Products to Purchaser is expressly conditioned upon Purchaser's acceptance of these Terms. Oliver expressly rejects and objects to all new, different, or additional terms submitted by Purchaser in Purchaser's purchase order or other purchase documents. Oliver's acceptance of any orders for Products will not constitute acceptance of any terms or conditions contained therein.
3. **Payment Terms.** Unless otherwise stated in Oliver's quotations, payment in full of the price is due thirty (30) days after shipment at Oliver Packaging and Equipment Company, PO BOX 8506, Carol Stream, IL 60197-8506, U.S.A., without discount. Any payment not made when due shall accrue a finance charge of 1 1/2% per month.
4. **Warranty and Disclaimer.** Oliver warrants its Products to be free from defects in material and workmanship in all material respects for a period of one (1) year from date of shipment by Oliver. THESE WARRANTIES BY OLIVER ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. OLIVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Exclusive Remedy.** OLIVER'S LIABILITY TO PURCHASER AND PURCHASER'S REMEDY FOR A BREACH BY OLIVER OF ANY OF THE PRODUCT WARRANTIES IS LIMITED, IN OLIVER'S DISCRETION, TO EITHER THE REPLACEMENT OF THE DEFECTIVE PRODUCTS RETURNED TO OLIVER OR TO A REFUND OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS (OR, IF NOT PAID, TO A CREDIT IN THE AMOUNT OF THE PURCHASE PRICE). IN NO EVENT SHALL OLIVER BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.
6. **Shipment.** Unless otherwise agreed in writing, all Product sales are F.O.B. Oliver's place of shipment. Oliver shall have no liability for delays, damage, or delivery failures occurring after the Product is delivered to the carrier. Purchaser is solely liable for detention and demurrage charges assessed at the destination. Product shortages and visibly damaged or defective Products must be reported to Oliver within 10 days of delivery. Purchaser may not withhold payment on uncontested product deliveries.
7. **Installments.** Oliver reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.
8. **Cancellation.** No order accepted by Oliver may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Oliver as evidenced by written consent signed by duly authorized personnel of Oliver.

9. Equipment. If this purchase involves equipment or machinery,

(a) Oliver shall have the right to make design or engineering changes in its parts, equipment, processes, and methods of manufacture, but shall make no change in operational or dimensional specifications submitted by Purchaser without Purchaser's prior written approval, and

(b) Purchaser shall install and operate the Product properly and according to Oliver's operating instructions and will not remove any safety devices, warnings, or operating instructions placed on the Product by Oliver.

10. Indemnity. If this purchase involves labels or packaging, Purchaser agrees to defend, indemnify, and hold harmless Oliver against any and all liability of any nature and any loss, damage, cost, or expense, including attorney's fees, arising out of any claim of infringement of any patent, trademark, or copyright arising out of this transaction.

11. Returns. Product returns will not be accepted without prior written approval of Oliver and a return authorization number issued by Oliver.

12. Taxes. Prices quoted are exclusive of all taxes. Purchaser shall pay to Oliver, in addition to the purchase price, the amount of all fees, duties, licenses, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local, or foreign which Oliver is required to pay or collect in connection with furnishing Products to Purchaser.

13. Force Majeure. Except for the obligation to make payments to the other party (which shall not be deferred or extended for any reason), neither party shall be responsible for any failure to perform or delay in performing if such failure or delay is due to any strike, riot, civil commotion, sabotage, embargo, war or act of God or other cause beyond its reasonable control. In addition, Oliver shall not be responsible for any failure to perform or delay in performing due to inability to obtain deliveries of necessary raw materials or packaging components where such inability is caused by a supplier to Oliver.

14. Modification. These Terms may be modified only by a writing signed by an authorized representative of Oliver.

15. Claims. In the event that there are clerical errors or other claims involving Products discovered after completion of a sale of Products, the party discovering the error shall promptly notify the other party. The parties agree that any claim or action arising out of or related to Products or to any sale transaction between Oliver and Purchaser, will be brought within one (1) year after the cause of action has accrued or be deemed waived.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without regard to any conflict of law or choice of law rules or provisions.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oliver Packaging & Equipment Co	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <small>(Applies to a resident alien who is not a U.S. person)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 8506	Requester's name and address (optional)
6 City, state, and ZIP code Carol Stream, IL 60197-8506	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	7	-	1	2	1	5	6	8 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Wm. Lopez

Date ► **01/02/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

