



**Irvine Unified School District**  
**Orange County, CA**

**Bid No. 16/17-01NS**  
**Kitchen Equipment & Accessories**

**Bid Deadline/Opening: October 31, 2016 at 11:00 am**

Contact: Maria Ragas

Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5212  
Email: [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org)



## **Required Documents**

*\*Please return this sheet with your bid documents\**

### **Bid Documents Due at the Submission of the Due Date**

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying

### **Other Forms not required until after award**

- Agreement
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured)



## Bid No. 16/17-01NS, Kitchen Equipment & Accessories

### Table of Contents

NOTICE CALLING FOR BIDS .....4

CALENDAR OF EVENTS .....5

INFORMATION FOR BIDDERS .....6

\*BID FORM & RELATED DOCUMENTS .....15

\*REFERENCES.....18

\*BID FORM PRICING SHEET .....20

\*NONCOLLUSION DECLARATION .....28

\* CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS.....29

\*CERTIFICATION OF RESTRICTION ON LOBBYING .....30

+AGREEMENT .....31

+TOBACCO USE POLICY .....36

+WORKERS’ COMPENSATION CERTIFICATE .....37

+DRUG-FREE WORKPLACE CERTIFICATION .....38

NOTICE REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1) .....40

+CRIMINAL RECORDS CHECK CERTIFICATION .....41

+W-9 FORM.....42

GENERAL CONDITIONS .....43

**\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

**+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.**



## NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **October 31, 2016 at 11:00 am**

PLACE OF RECEIPT: Irvine Unified School District  
Purchasing Department  
Attn: Maria Ragas  
5050 Barranca Parkway  
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 16/17-01NS, Kitchen Equipment & Accessories**.

BID DOCUMENTS will be made available on October 11, 2016 (as a download) at the following website: [www.iusd.org/district\\_services/purchasing/CurrentBidsandRFPs.html](http://www.iusd.org/district_services/purchasing/CurrentBidsandRFPs.html). **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the bid documents.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Any questions regarding bid documents should be reduced to writing and e-mailed to Maria Ragas at [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by 11:00 am on October 21, 2016.

Irvine Unified School District  
Governing Board

By: Maria Ragas  
Purchasing Agent

Published: October 10, 2016  
October 17, 2016

Newspaper: OC Register



**CALENDAR OF EVENTS**

Event	Details	Date
<b>Bid Advertised</b>	Orange County Register	October 10, 2016 October 17, 2016
<b>Bid Posted</b>	IUSD Website	October 11, 2016
<b>Last Day to Submit RFIs/Questions</b>	<a href="mailto:MariaRagas@iusd.org">MariaRagas@iusd.org</a>	October 21, 2016 at 11:00 am
<b>Response to Questions/RFIs Posted</b>	IUSD Website	On or before October 25, 2016
<b>Bid Deadline/Opening</b>	<b>Purchasing Department</b> 5050 Barranca Parkway Irvine, CA 92604	October 31, 2016 at 11:00 am
<b>*Board of Education Action</b>	Award of Contract	November 15, 2016

\*Date is subject to change at the discretion of the District.



## **INFORMATION FOR BIDDERS**

### **WARNING:**

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, Bid Form Pricing Sheet and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Maria Ragas**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the respondent's name, the proposal number and the date and time for the opening of proposals. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include shipping, F.O.B. Irvine Unified School District, assembly, inside delivery, and any required installation.

4. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents



may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to Irvine Unified School District Purchasing Agent within the timeframe stated in the Request for Information (RFI) deadline. No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, emailed or faxed to each bidder known to have received a set of bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**



10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The award of bid, if made by the District, will be by the action of the District's Governing Board, will be by individual line item to the lowest responsive and responsible bidder. The District reserves the right to make multiple awards or to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: [www.iusd.org/district\\_services/purchasing/CurrentBidsandRFPs.html](http://www.iusd.org/district_services/purchasing/CurrentBidsandRFPs.html).

12. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The Agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, General Conditions, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility,





qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District’s satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers’ Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. District may request that such certificates and endorsements are completed on District’s provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to commencing the work, the Workers’ Compensation Certificate included as a part of the bid documents. Labor Code Section 1861.

Contractor shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an “X” is required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

<u>CERTIFICATE/ENDORSEMENTS</u>	<u>MINIMUM LIMITS PER OCCURRENCE</u>	
<u>  X  </u> / <u>    </u> Worker’s Compensation	Insured – Statutory	\$1,000,000
	Self-insured	\$1,000,000
<u>  X  </u> / <u>    </u> Employer’s Liability		\$1,000,000
( ) Broad Form-All States Endorsement		
( ) Other		
<u>  X  </u> / <u>  X  </u> Comprehensive General Liability		\$1,000,000
(X) Premises and Operations	( ) Explosion Hazard	
(X) Contractual Liability	( ) Collapse Hazard	
(X) Independent Bidders	( ) Underground Hazard	
( ) Product/Completed Operations	( ) Garage Keepers Legal Liability	
(X) Broad Form Property Damage	( ) Hanger Keepers Legal Liability	
(X) Personal Injury	(X) Owned Vehicles	
(X) Broad Form Liability Endorsement	(X) Non-owned Vehicles	
( ) Fire Legal Liability	(X) Hired Vehicles	
( ) Watercraft Liability	( ) <u>Other Rider to cover District employees</u>	
( ) Incidental Medical Malpractice	<u>driving Contractor’s buses or equipment</u>	
<u>  X  </u> / <u>  X  </u> Vehicle (including auto) Liability		\$5,000,000
(X) Sexual Abuse or Molestation		\$1,000,000

For all insurance coverage provided by contractor, the following terms apply:

A. All liability policies are to contain, or be endorsed to contain, the following provisions:



1. Contractor agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
  2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employee's agents, and representatives.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by contractor, reduces in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- B. The contractor agrees to purchase all required insurance at contractor's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.
- C. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- D. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com) shall be A (Secure Best's Ratings) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.
- E. The District shall be added as an additional insured on all insurance policies with respect to services performed by the contractor (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.



- F. All insurance policies required from the contractor shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- G. All insurance policies shall give the District thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the Cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:  
  
**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.**
- H. All insurance policies and coverage shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- I. If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- J. The comprehensive General Liability policy shall contain a severability of interest clause.
- K. The contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the District satisfactory evidence that the contractor has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The contractor who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.
- L. The procuring of such required policy or policies of insurance shall not be construed to limit contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

15. Anti-Discrimination. In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.



16. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. Brand Names and Model Numbers. Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth in the bid. Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Please note that bid is for the same item as specified by designating “New Number” in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

18. Substitutions. All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events).** At a minimum, descriptive technical literature (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed “or equal” product. Suitability and valuation of “equals” rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

19. Samples. Samples of equipment, materials, or supplies may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder’s expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

20. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.

21. Warranty/Quality. Bidder shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.



22. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

23. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed. **Bid all items F.O.B., Irvine Unified School District site locations.**

24. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

26. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

27. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

28. Piggyback Clause. Other public agencies in the State of California may procure identical items off this bid under the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contract Code. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by the District and the successful bidder.

29. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.



30. References. Bidders shall list a minimum of four (4) references where bidder has successfully provided the similar type (s) of good and services to another large school district or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references even if Bidder has provided the same type of service for Irvine Unified School District in the past. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's bid.

31. Public Information. All materials received by the District in response to this Bid/RFP shall be made available to the public. If any part of a bidders material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the bid documents. Any bidder information used to aid in bid selection must not be restricted from the public.

32. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.



**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

FOR

**BID NO. 16/17-01NS,**

**KITCHEN EQUIPMENT & ACCESSORIES**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT**

**PURCHASING DEPT.**

**5050 BARRANCA PARKWAY**

**IRVINE, CA 92604**



**BID FORM**

**Bidder Name:** \_\_\_\_\_

**To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”**

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 16/17-01NS, Kitchen Equipment & Accessories**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in this Bid Form.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is January 1, 2017 through December 31, 2017. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers’ Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.





5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

12. **Time is of the essence.**

13. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. Failure to complete the Bid Form and Bid Form Pricing Sheet in its entirety will render a bidder nonresponsive.



15. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, assembly, inside delivery, and any required installation.**

16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by their District and the successful bidder. Acceptance or rejection of this clause will not affect the outcome of this bid.

**OPTION GRANTED:** \_\_\_\_\_ **OPTION NOT GRANTED:** \_\_\_\_\_

17. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide kitchen equipment and accessories as required under Section 30, Information for Bidders.

1. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_



4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Product: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Product: \_\_\_\_\_

**KITCHEN EQUIPMENT & ACCESSORIES****BID FORM PRICING SHEET****Equipment**

<b>Line #</b>	<b>Description</b>	<b>Manufacturer &amp; Model No.</b>	<b>or Equal Manufacturer &amp; Model No.</b>	<b>Est. Qty</b>	<b>Unit Cost</b>	<b>Extended Price</b>
1	Aluminum Can Rack, 24 3/4 x 35 1/8 x 40 1/8	Advance Tabco CR10-54		4		
2	School milk cooler, single access forced air, stainless steel, 49"	Beverage Air SMF-49Y-1-S		5		
3	School milk cooler, single access forced air, stainless steel, 58"	Beverage Air SMF58-S		5		
4	School Milk Cooler, single access, stainless steel, 49"	Beverage Air SM49N-S		6		
5	School Milk Cooler, single access, stainless steel, 58"	Beverage Air SM58N-S		6		
6	Dual Flow Gas Convection Bakery Oven, Full Size Bakery Depth, double stack	Blodgett DFG-200-ES DBL		5		
7	60" gas grill with optional dual lids, 160Kbtu	MagiKitch'n LPAGA60		2		
8	Quickthern rethermilization cart, single phase, 208 volt	Crescor RO-151-FUA-18DE		3		
9	Quickthern rethermilization cart, three phase, 208 Volt	Crescor RO-151-FUA-18DE		3		
10	Quickthern rethermilization cart, single phase, 208 volt	Crescor RO-151-FUA-18DX		3		
11	Quickthern rethermilization cart, three phase, 208 Volt	Crescor RO-151-FUA-18DX		3		
12	Insulated Stainless Steel Super Duty Hot Cabinet, two door	Crescor H-137-SUA-12D		10		
13	Insulated Stainless Steel Super Duty Hot Cabinet, two door	Crescor H-137-SUA-12D-SD		10		
14	Heated cabinet, 63"	G.A. Systems H5		10		
15	Heated elementary cabinet, 63"	G.A. Systems EH5		10		
16	Refrigerated cabinet, 63"	G.A. Systems C5		10		
17	Refrigerated elementary cabinet, 63"	G.A. Systems EC5		10		
18	Heated cabinet, 76"	G.A. Systems H6		10		
19	Heated elementary cabinet, 76"	G.A. Systems EH6		5		
20	Refrigerated cabinet, 76"	G.A. Systems C6		10		
21	Refrigerated elementary cabinet, 76"	G.A. Systems EC6		5		

**Equipment Con't.**

<b>Line #</b>	<b>Description</b>	<b>Manufacturer &amp; Model No.</b>	<b>or Equal Manufacturer &amp; Model No.</b>	<b>Est. Qty</b>	<b>Unit Cost</b>	<b>Extended Price</b>
22	Stainless steel basket, 2"	G.A. Systems B13202S		200		
23	Stainless steel basket, 4"	G.A. Systems B13204S		400		
24	Heated cabinet, 50"	G.A. Systems H4		5		
25	Heated elementary cabinet, 50"	G.A. Systems EH4		5		
26	Refrigerated cabinet, 50"	G.A. Systems C4		5		
27	Refrigerated elementary cabinet, 50"	G.A. Systems EC4		5		
28	Sneeze guard, double sided, accommodate 63" cabinet	G.A. Systems DSN63		6		
29	Sneeze guard, double sided, accommodate 50" cabinet	G.A. Systems DSN50		2		
30	Sneeze guard, double sided, accommodate 76" unit	G.A. Systems DSN76		2		
31	Freezer Cabinet	G.A. Systems F3		10		
32	Freezer Cabinet	G.A. Systems EF3		2		
33	Merchandising Cabinet, 54"	G.A. Systems D5		10		
34	Merchandising rack 54" (two shelves)	G.A. Systems MD542		5		
35	Merchandising Cabinet, 48"	G.A. Systems D4		10		
36	Merchandising rack 48" (two shelves)	G.A. Systems MD482		5		
37	Utility Cart (assembled)	Metro MY2636-25BU		15		
38	Mobile Security Unit Shelving (assembled)	Metro SEC55DC		10		
39	Commercial microwave oven (sonic steamer), 3200 watt	Panasonic NE-3280		6		
40	Commercial microwave oven, 1200 watt	Panasonic NE-12521		8		
41	Bag Blower Body System with tape sealer 4300 with scoop	Sunrise Packaging		5		
42	"D-Width" Hinged Glass Door Reach-In Refrigerator/Self-Contained, 1-Section Half Length Door Model	Traulsen AHT132DUT-HHG		4		

**Equipment Con't.**

Line #	Description	Manufacturer & Model No.	or Equal Manufacturer & Model No.	Est. Qty	Unit Cost	Extended Price
43	"N-Width" Hinged Glass Door Pass-Thru Refrigerators/Self-Contained, 2-Section Half Length Door Model	Traulsen AHT232NPUT-HHG		1		
44	"N-Width" Hinged Glass Door Reach-In Refrigerators/Self-Contained, 2-Section Half Length Door Model	Traulsen AHT232NUT-HHG		2		
45	"N-Width" Reach-In Freezer Models/Self-Contained, 2-Section Half Length Door Model	Traulsen ALT232NUT-HHS		2		
46	Utility Cart	Vollrath 97160		10		
47	Utility Cart	Vollrath 971611		20		
48	Reach-in solid swing door freezer, stainless steel, one-door	TRUE STA1F-1S		10		
49	Reach-in solid swing door refrigerator, stainless steel, one-door	TRUE STA1R-1S		10		
50	Reach-in solid swing door freezer, stainless steel, two-door	TRUE STA2F-2S		5		
51	Reach-in solid swing door refrigerator, stainless steel, two-door	TRUE STA2R-2S		5		
52	Reach-in solid swing door refrigerator, stainless steel, three-door	TRUE STA3R-3S		3		
53	Reach-in solid half swing door refrigerator, stainless steel, two-door	TRUE STA2R-4HS		3		
54	Reach-in solid half swing door freezer, stainless steel, two-door	TRUE STA2F-4HS		3		
55	Mobile Transfer Pump, single barrel pump	Tucs Equipment Model TETP/1		2		
56	Mobile Transfer Pump, dual barrel pump	Tucs Equipment Model TETP/2		2		
57	Self Cooking Center, combi oven (102NG)	Rational A128206.19E		3		
58	Self Cooking Center, combi oven (62G)	Rational A628206.19E		6		
59	5 quart mixer all purpose mixer w/bowl, beater, whip & hook	Hobart N50		2		
60	12 quart all purpose mixer w/ bowl, beater, & whip	Hobart HL 120		2		
61	Vertical Drying and Storage Rack, 24" x 60" x 75", Capacity: 105 Trays	Cambro CPMU246075DRPKG		8		
62	Angled Drying and Storage Rack, 24" x 48" x 75", Capacity: 128 Pellets & Bases	Cambro CPMU244875PDPKG		8		
63	Digital Test Thermometer	Cooper Atkins DFP450W		200		

**Equipment Con't.**

<b>Line #</b>	<b>Description</b>	<b>Manufacturer &amp; Model No.</b>	<b>or Equal Manufacturer &amp; Model No.</b>	<b>Est. Qty</b>	<b>Unit Cost</b>	<b>Extended Price</b>
64	Vertical Glass Tube Refrigerator/Freezer Thermometer	Cooper Atkins 330		200		
65	Saf-T-Grip Cutting Boards, 18" x 24" x 1/2", Red, Capacity: Individual	San Jamar CBG182412RD		20		
66	Saf-T-Grip Cutting Boards, 18" x 24" x 1/3", Yellow, Capacity: Individual	San Jamar CBG182412YL		20		
67	Saf-T-Grip Cutting Boards, 18" x 24" x 1/4", Green Brown, Capacity: Individual	San Jamar CBG182412GN		20		
68	Saf-T-Grip Cutting Boards, 18" x 24" x 1/5", Blue, Capacity: Individual	San Jamar CBG182412BL		20		
69	Saf-T-Grip Cutting Boards, 18" x 24" x 1/6", White, Capacity: Individual	San Jamar CBG182412WH		20		
70	Dial Oven Thermometer, 2 1/2" x 2 3/4", Stainless Steel	Cooper-Atkins 24HP-01-1		200		
71	Vita-Mix Vita-Prep commercial food blender, 64 oz.	Vitamix VM0101		5		
72	Aluminum Colander, 15" x 5 3/4", Capacity: 11 qt	Vollrath 68298		5		
73	Aluminum Colander, 16 1/2" x 7 1/4", Capacity: 16 qt	Vollrath 68350		5		
74	UG II Mobile Oven Stand	Rational 60.30.332		3		
75	Combi-Duo Stacking Kit	Rational 60.71.936		3		

Accessories

Line #	Description	Manufacturer & Model No.	or Equal Manufacturer & Model No.	Est. Qty	Unit Cost	Extended Price
<b>Accessories</b>						
76	Bag Blower Bags #68, non vented	Sunrise Packaging		125		
77	Solid Color 3-Pocket Bib Aprons, 24" x 28", Royal Blue	ChefWorks 83876		200		
78	Film, 80 Gauge Hot, 12" (priced by pound)	Platinum Packaging Platseal		500 lb		
79	Film, 80 Gauge Hot, 14 1/2" (priced by pound)	Platinum Packaging Platseal		500 lb		
80	Film, 80 Gauge Hot, 15 1/2" (priced by pound)	Platinum Packaging Platseal		500 lb		
81	Film, 80 Gauge Hot Perforated , 13 1/2" (priced by pound)	Platinum Packaging Platseal		500 lb		
82	Film, 80 Gauge Hot Perforated, 14 1/2" (priced by pound)	Platinum Packaging Platseal		500 lb		
83	Film, 100 Gauge Cold, 10" (priced by pound)	Platinum Packaging Platseal		500 lb		
84	Film, 100 Gauge Cold, 12" (priced by pound)	Platinum Packaging Platseal		500 lb		
85	Film, 100 Gauge Cold, 13 1/2" (priced by pound)	Platinum Packaging Platseal		500 lb		
86	Film, 100 Gauge Cold, 13" (priced by pound)	Platinum Packaging Platseal		500 lb		
87	Film, 100 Gauge Cold, 15 1/2" (priced by pound)	Platinum Packaging Platseal		500 lb		
88	Tall Container, Black	Platinum Packaging PT108-BB		40		
89	Low Density Food Grade Polyethylene Bags, 6" x 8 3/4" x 1 1/2"	Sunrise Packaging BBB68NV		20		
90	Produce Tape Bag Sealers	Sunrise Packaging EZTS2333		10		
91	Lidding film type 1153, 4-5/8" x 2800'	Sunrise Packaging		15		
92	Cleaner tabs for Rational Self Cooking Center unit, bucket of 100	Rational 56.00.210A		5		
93	Care tabs for Rational Self Cooking Center unit, bucket of 100 packets	Rational 56.00.562		5		
94	Fit Brand Produce Wash, 5 Gal	FIT		5		
95	Cell hot deep tray, sealable @ 2500/cs	Plastic Package 4551-8		50		





**Catalog Discounts**

96	Other Advance Tabco: Non-Specified Items	_____ % Catalog Discount
97	Other Beverage Air: Non-Specified Items	_____ % Catalog Discount
98	Other Blodgett: Non-Specified Items	_____ % Catalog Discount
99	Other Crescor: Non-Specified Items	_____ % Catalog Discount
100	Other G.A. Systems: Non-Specified Items	_____ % Catalog Discount
101	Other Metro: Non-Specified Items	_____ % Catalog Discount
102	Other True: Non-Specified Items	_____ % Catalog Discount
103	Other Cambro: Non-Specified Items	_____ % Catalog Discount
104	Other San Jamar: Non-Specified Items	_____ % Catalog Discount
105	Other Vitamix: Non-Specified Items	_____ % Catalog Discount
106	Other Wear-Ever: Non-Specified Items	_____ % Catalog Discount
107	Other Wusthof: Non-Specified Items	_____ % Catalog Discount
108	Other ChefWorks: Non-Specified Items	_____ % Catalog Discount
109	Other Platinum Packaging: Non-Specified Items	_____ % Catalog Discount
110	Other Rational: Non-Specified Items	_____ % Catalog Discount
111	<b>Submitting Vendor Catalog If Not Specified Above</b>	_____ % Catalog Discount

**Company Name:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

**Individual** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Partnership** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

**Corporation** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
Telephone \_\_\_\_\_  
Signed by: \_\_\_\_\_, President Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Secretary Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

\*\*\*\*\*

<sup>1</sup>A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



**Joint Venturer** Name: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

\*\*\*\*\*

**Other Parties to Joint Venturer** *If an individual* Name: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Doing Business as: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

*If a Partnership* Name: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

*If a Corporation* Name: \_\_\_\_\_  
 (a \_\_\_\_\_ Corporation)  
 Signed by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_



**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



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

The \_\_\_\_\_  
Firm name/principal

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

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

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm name/principal

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

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



**CERTIFICATE OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of  
\_\_\_\_\_ that:

(Firm Name)

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



**SAMPLE AGREEMENT**

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “DISTRICT”), and \_\_\_\_\_, (hereinafter referred to as “CONTRACTOR”).

The DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, General Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of the Agreement is January 1, 2017 through December 31, 2017. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. **Time is of the essence.**

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

- (i) Cease operations as it applies to the DISTRICT in the notice:
- (ii) Take any actions necessary, or the DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.



In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for kitchen equipment and accessories satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by satisfactory items.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until the expiration of this





Agreement, a policy or policies of insurance, and such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, CONTRACTOR agrees to name DISTRICT, Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) working days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and \$ 1,000,000.00

Subject to the same limit for each person on account of one accident, in an amount not less than \$ 1,000,000.00

Sexual Abuse or Molestation in an amount not less than \$ 1,000,000.00

Broad Form Property Damage Insurance in an amount not less than \$ 1,000,000.00

Contractual Liability Insurance in an amount not less than \$ 1,000,000.00

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$ 5,000,000.00

Product & Completed Operations Liability \$ 1,000,000.00

Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its



right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or



relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT.

19. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Irvine Unified School District  
Board Approval Date

\_\_\_\_\_  
**Contractor's License No.**

\_\_\_\_\_  
Tax ID No.  
(Corporate Seal of Contractor,  
if corporation)



**TOBACCO USE POLICY**

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**WORKER’S COMPENSATION CERTIFICATE**

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)



## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintain a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.



I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.





**CERTIFICATION BY CONTRACTOR**

**CRIMINAL RECORDS CHECK**

**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone



**W-9 FORM**

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



**GENERAL CONDITIONS**

1. The purpose of this bid is to purchase kitchen equipment and accessories (as needed) for various sites in the Irvine Unified School District.

**Elementary Schools**

Alderwood  
 Beacon Park  
 Bonita Canyon  
 Brywood  
 Canyon View  
 College Park  
 Culverdale  
 Cypress Village  
 Deerfield  
 Eastshore  
 Greentree  
 Meadow Park  
 Northwood  
 Oak Creek  
 Plaza Vista  
 Portola Springs  
 Santiago Hills  
 Springbrook  
 Stone Creek  
 Turtle Rock  
 University Park  
 Vista Verde  
 Westpark  
 Woodbury

**Middle Schools**

Jeffrey Trail  
 Lakeside  
 Rancho San Joaquin  
 Sierra Vista  
 South Lake  
 Venado

**High Schools**

Creekside  
 Irvine  
 Northwood  
 Portola  
 University  
 Woodbridge  
 San Joaquin (*Independent Study*)

**Other Schools**

Irvine Adult School  
 Irvine Home School  
 Early Childhood Learning Center

**Additional District Locations**

District Office  
 Maintenance and Operations  
 Nutrition Services  
 Transportation

In addition to the locations listed above, the Irvine Unified School District intends to add up to a total of three (3) additional school campus locations over the next five (5) years. The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid.



2. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.

3. TERM OF AGREEMENT: The initial term of the Agreement is January 1, 2017 through December 31, 2017. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.
4. PRICING: Bid prices are to include **shipping, F.O.B. Irvine Unified School District, assembly, inside delivery, and any required installation**. Quoted prices must stay in effect for one (1) year after award of bid.
5. PRODUCT QUOTING REQUIREMENTS: Successful bidder(s) will be required to include the following information on quotes requested by the District:
  - (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.
  - (b) **Non-Specified items listed on Bid** as a percentage off must include the Manufacturer's list price and the discount percentage taken off for each item quoted.
6. DELIVERIES: **Tailgating Deliveries will not be accepted**. Delivery shall be made within 60 days after receipt of a purchase order, unless successful bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When product is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by contractor.
7. PAYMENTS: Payments may be invoiced after actual delivery to the required destination.
8. CATALOG DISCOUNTS: The District requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on manufacturer(s) entire kitchen equipment and accessories line in addition to the specific models of products that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the District. The published catalog



price must be verifiable during the course of each calendar year for the term of the bid for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across-the-board discounts off of Manufacturer's Price List should be submitted with bid documents.

9. PRICING: The quoted prices shall remain in effect for the initial term of the contract after award of bid, and thereafter for any one year term extension(s). The District shall grant, upon written request, a price adjustment to compensate for inflation. The rate adjustment will be measured on October 15<sup>th</sup> of each year, utilizing the Consumer Price Index (CPI) for the Los Angeles, Riverside and Orange County areas.
10. PRICE ADJUSTMENTS: The District must be notified of any changes in Manufacturer's List Pricing over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
11. MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.
12. DISCONTINUED AWARDED LINE ITEMS: Awarded bidder(s) are required to immediately notify the Purchasing Agent when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.
13. WARRANTIES AND GUARANTEES: Successful bidder(s) expressly warrant that the goods/services covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
14. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.
15. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.



16. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
17. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
18. HOLD HARMLESS/INDEMNIFY: The successful bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the bidder in the performance of this Agreement.
19. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.
21. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.
22. DEFAULT: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to



comply with the terms and conditions of this bid document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.

23. DRIVING ON PREMISES: The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the Irvine Unified School District at (949) 936-5000.