



KITCHEN EQUIPMENT FOR CULINARY EXPANSION
Bid No. 1602

Bid Deadline: Wednesday, January 11, 2017, 11:00 a.m.
Garden Grove Unified School District
Office of Business Services – Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

Contact: Tammy Starr, Buyer
tstarr@ggusd.us
(714) 663-6330

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Purchasing Department
10331 Stanford Avenue, Garden Grove, CA 92840
(714) 663-6340

NOTICE CALLING FOR BIDS

**KITCHEN EQUIPMENT FOR CULINARY EXPANSION
BID NO. 1602**

District: **Garden Grove Unified School District**

Bid Deadline: **January 11, 2017 at 11:00 AM**

Place of Bid Receipt: **Garden Grove Unified School District Business Office
10331 Stanford Avenue
Garden Grove, California 92840**

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Board of Education, 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 the above referenced bid.

The district is seeking bids for Kitchen Equipment for Culinary Expansion, Bid 1602, in accordance with Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.


Time is of the essence. Each bid must conform and be responsive to the bid documents, which are on file in the Business Office. Bid documents are also available online at: GGUSD.US printed copies are available upon request by contacting Tammy Starr at (714) 663-6330. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

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. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Any and all questions shall be directed to the Business Office at (714) 663-6330.

Dated this 16th day of December, 2016.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: 
Rosa Gonzalez
Assistant Director of Business Services

Publication Dates: December 21, 2016 and December 28, 2016
Orange County News – PO #K72V0002

BID OBJECTIVE

The Garden Grove Unified School District (GGUSD) is seeking bids for kitchen equipment. This will be used by various high schools within the district. This is a 1-year contract with 4 one (1)-year options to renew at the District's discretion. Bidder must agree that any contract awarded by GGUSD will be contingent on adequate funding and that any awarded contract may be terminated at any time by GGUSD.

Contractor agrees to furnish supplies at the unit prices quoted in accordance with actual requirements throughout the contract period. Contractor will be paid for each vehicle according to the rates awarded.

It is the Bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice To Bidders - Invitation For Bids for the opening of bids, the sealed bids will be opened and read at the District office.

All inquiries regarding this bid must be submitted no later than 10:00 am on or before Tuesday, January 3, 2017 to Tammy Starr, Purchasing Buyer by email at tstarr@ggusd.us or by fax at 714-663-6250.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the bid or specifications.

Bidder must agree that Kitchen Equipment for Culinary Expansion, Bid No. 1602 is nonexclusive and that the GGUSD will determine, in its sole discretion, the kitchen equipment that are best for its use and the most cost effective for GGUSD.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 1602

KITCHEN EQUIPMENT FOR CULINARY EXPANSION

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:** The Garden Grove Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **WEDNESDAY, January 11, 2017 AT 11:00 A.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Submission Address:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Office**, located at **10331 Stanford Avenue, Garden Grove, CA, 92840.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.) FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **Questions and Addenda** – Any and all questions regarding this bid must be submitted in writing to **Tammy Starr, Purchasing, Buyer, tstarr@ggusd.us before Tuesday, January 3, 2017 at 10:00 AM.** Answers to these questions and any other related addenda will be posted no later than 5:00 PM on **Friday, January 6, 2017 on the District's website at: GGUSD.US**
4. **Bid Opening Reading:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Office**, located at **10331 Stanford Avenue, Garden Grove, CA, 92840.**
5. **Signature:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
6. **Modifications:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid

as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

7. 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 DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.
8. Withdrawal of Bids: Any bidder may withdraw his bid personally or by written request to the Purchasing Department, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
9. Interpretation of Bid Documents. Bidders who find discrepancies in or omissions from the bid documents, may submit to the Purchasing Department a written request for clarification or correction thereof. A copy of all request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.
10. Award of Contract: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award the contract on an item-by-item basis. Please submit prices on each item listed on Bid Form page 1. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 28, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

Awards are not based solely on the lowest cost bid. In addition to the lowest cost the bidder must be capable of compliance with all other specification and bid conditions required by the District as indicated in this bid to be eligible for an award.

11. Prices: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.

Prices may not increase more than once per each successive twelve (12) month period commencing on or around February 8th of each year. Supplier must provide GGUSD with no less than thirty (30) days' prior written notification of proposed price increases, and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index as published on March 1 of the prior year.

12. Quantities: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
13. Additional Quantities: The District desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same prices, terms and conditions, providing additional quantity does not exceed that shown above and providing the Board exercises option before _____, 20_____.

_____ Option Granted

_____ Option Not Granted

14. Samples: Samples may be requested before an award is made. If requested prior to award, samples should be submitted to the District's Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

15. Delivery Requirement: Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID and reference the Purchase Order number that will be given when an order is placed. Delivery will include inside delivery of equipment and removal of packing materials.

16. Delivery Schedule: The District reserves the right to make award based on delivery time quoted. Failure to meet the delivery requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

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

18. Insurance and Workers' Compensation: Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Garden Grove Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice " being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000: The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage of \$1,000,000.00 combined single limit per occurrence, and umbrella excessive liability aggregate of \$2,000,000.00.

19. Failure to Provide Evidence of Insurance, Post Security or Execute Contract: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

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

21. Termination for Default: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

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

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Garden Grove Unified School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

22. Vendor Not Officer, Employee, or Agent of District: While engaged in carrying out the terms and conditions of the contract, the successful bidder and its employee(s) and subcontractor(s) is an independent contractor and not an officer, employee, or agent of the District.
23. Evidence of Responsibility: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
24. Anti-Discrimination: In connection with all work performed under this Project, there shall be no unlawful 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.
25. Inspection and Acceptance: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
26. Inspection of Bidder's Facility: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
27. Indemnification: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
28. Discounts: Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.

29. Cal-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
30. Permits and Licenses: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
31. Employee Background Checks: At the time of contract award and during the entire term of the contract, the successful bidder, including all employees and subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
32. Drug and Alcohol Free Workplace: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.).
33. Tobacco-Free Workplace: In the interest of public health, the Garden Grove 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 the contract.
34. Bid Documents: The complete bid includes the following documents:
- Notice Calling For Bids
 - Instructions For Bidders
 - Special Provisions
 - Information Required of Bidders
 - Bid Form
 - Non-collusion Declaration
 - Workers' Compensation Certificate
 - Agreements
 - Drug -Free Workplace Certification
 - Notice to Contractors Regarding Criminal Records Check
 - Certification By Contractor Criminal Records Check
 - Tobacco Free Workplace Certification
 - General Conditions Table of Contents
 - General Conditions

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

35. Renewal Option: The contract will begin on or after February 8, 2017 and terminate on February 7, 2018. Contract may be extended up to four (4) additional years, one year at a time by mutual agreement, in accordance with California Education Code 81644. If the renewal option is exercised, District will notify contractor prior to the expiration date of the original order or contract.

Indicate if said Renewal Option is granted for one additional year:

_____ Option Granted

_____ Option Not Granted

*Price increase shall not exceed 3% during the first renewal period, based on documented and verified manufacturer's increases.

Indicate if said Renewal Option is granted for second additional year:

_____ Option Granted

_____ Option Not Granted

Indicate if said Renewal Option is granted for third additional year:

_____ Option Granted

_____ Option Not Granted

Indicate if said Renewal Option is granted for fourth additional year:

_____ Option Granted

_____ Option Not Granted

36. Price Guarantee: Prices are a maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Garden Grove Unified School District.

37. Term of Contract: The term of the contract is for one (1) year with option to extend for (4) years, one (1) year at a time. Contract start date is expected to be on or after February 8, 2017.

38. Other Agencies: Other public school and community college districts located in California may purchase identical items at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other districts to draw their checks in favor of this District as provided in said code sections.

Option Granted _____

Option Not Granted _____

SPECIAL PROVISIONS

BID NO, 1602

KITCHEN EQUIPMENT FOR CULINARY EXPANSION

1. Contact Eric Padget, Garden Grove Unified School District, Assistant Principal at Lincoln Education Center/ROP at (714) 663-6187 to schedule delivery, installation and start-up of new equipment and pick-up and transport of district owned equipment.
2. Authorized dealer will be required to deliver, uncrate, set up and discard all packing materials. Installation will be complete by Garden Grove Unified School District. No packing materials are to be discarded at the school sites.
3. All equipment, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order.
4. No charges for the transportation, set-up, handling of containers, packing will be allowed unless specified in the quotation. All equipment shall be subject to inspection and acceptance or rejection of the district at time of delivery.
5. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the supplier's expense. Any equipment received by the district which within fourteen (14) days of delivery, is deemed inoperable or damaged shall be returned to the vendor for repair or exchange at the vendor's expense.
6. Transportation/shipping, all costs associated with the delivery, and set-up of the equipment in this bid shall be listed on the Bid Form. The district requires that all bidders state their expected lead time for the equipment to be furnished under this contract.
7. Delivery upon specified date to the following sites:

Bolsa Grande High School
9401 Westminster Garden Grove, Ca 92844

Los Amigos High School
16566 Newhope Fountain Valley, Ca 92708

Santiago High School
12342 Trask Garden Grove, Ca 92843

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____

Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) State of California License No. _____

Name of License holder: _____

License Expiration date: _____

- (5) Have you ever been licensed under a different name or different license number?

Yes _____ No _____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

(7) Have you ever been terminated from a school district contract prior to the completion of the contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(8) Have you ever been barred from bidding on any school district contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(9) Have you ever defaulted on any school district contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(10) Have you ever brought any claim(s) against a school district or public agency? Yes ___ No ___ If the answer is "Yes," please explain in detail name of school district/public agency, nature of the claim and outcome. _____

(11) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district contract during the past ten (10) years? Yes ___ No ___ If the answer is "Yes," provide name of the school district/public agency and details. _____

(12) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District?

Yes ___ No ___ If so, please elaborate.

(13) List at least three (3) of your most recent school district or government contracts.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(14) List of References – Public/school district contracts references within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

3. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

4. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

(15) Additional information: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

**Kitchen Equipment for Culinary Expansion
Bid No. 1602**

Item #	Type of Equipment	Make	Model	Quantity	Unit Price	Shipping cost per Unit	Delivery Time	Warranty
1	36" Range , natural gas, stainless steel backguard with shelf standard, quick disconnect & flex hose with restraining device, 3/4" N.P.T. x 49"	Imperial	IR-6	18				
2	Restaurant Series Range Match Salamander Broiler, gas, 36", infrared burners, individual controls, removable 4 position broiler grid, stainless steel front, sides, top and bottom, 40,000 BTU, NSF, CE, CSA, wall mount bracket	Imperial	ISB-36	18				
3	Restaurant Series Range Match Spreader Cabinet, 12", open cabinet, bottom shelf, stainless steel front, sides, landing ledge & cabinet, 6" legs, adjustable feet, NSF	Imperial		15				
4	Convection Oven, gas, double-deck, bakery depth, capacity (5) 18" x 26" pans per compartment, (SSD) solid state digital controls, 2-speed fans, interior light, simultaneous operated doors with glass, porcelain crumb tray, stainless steel front, sides & top, 6" stainless steel legs, flue connector, 50,000 BTU each, CETL, NSF, ENERGY STAR, 61" casters in lieu of legs-don't deduct cost of legs, gas manifold, 48" flex gas hose with quick disconnect & restraining device	Blodgett Oven	DFG-200-ES DBL	6				
5	Dishwasher, Door Type, Ventless (1 each req'd), single point electrical connect AM15 kit	Hobart	AM15VLT-24	3				
6	Three (3) Compartment Sink with (2) two K1-472 facet hole revision (each), (2) two K-450 Extra Drainboard, (per linear foot), (3) three working height revision, (per sink) ADA 34" max height whole unit, 1/2" faucet holes, 8" OC	Advance Tabco	FS-3-2024-24RL	3				
7	Fryer, natural gas, including basket #P6072145 and quick disconnect & flex hose with restraining device, 3/4" N.P.T. x 48"	Pitco	45C+S	6				
8	Countertop Oven, natural gas, 30" legs, gray with casters, quick disconnect & flex hose with restraining device, 3/4" N.P.T. x 48"	Bakers Pride	GP-61	3				
9	Pre-rinse Faucet Assembly with add on Faucet	T&S Brass	B-0133-12-CR-B	3				
10	36" Range , natural gas, stainless steel backguard with shelf standard, quick disconnect & flex hose with restraining device, 3/4" N.P.T. x 49"	Wolf	C36S-6BN	18				
11	Ventless Exhaust System including 23324 pre filter and 23325 HEPA Charcoal Filter Pack for WVC-48 canopy style hood	Wells	WVC-46	1				
12	Convection Oven, double deck, bakery depth with 2 two 208v/60/3-ph, 11.0 kW, 31.0 amps, direct, 1/2 hp (per deck), standard, SSI-D top oven:Solid State infinite with digital timer, standard, SSI-D Bottom Oven:Solid State infinite with digital timer, standars, 6" casters in lieu of legs, do not deduct cost of legs	Bloggett	ZEPH-200-E DBL	1				
13	Convection Oven, electric, double-deck, standard depth, 2 two 208v/60/3-ph, 11.0 kW, 31.0 amps, direct, 1/2 hp (per deck), standard, SSI-D top oven:Solid State infinite with digital timer, standard, SSI-D Bottom Oven:Solid State infinite with digital timer, standars, 6" casters in lieu of legs, do not deduct cost of legs	Bloggett	MARK V-100 DBL	1				

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, 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

Title

WORKERS' 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 contract.)

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 20__, in the County of Orange, State of California, is by and between the Garden Grove 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 complete the **Kitchen Equipment for the Culinary Expansion, Bid No. 1602** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Bid Objective, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Insurance Certificates and Endorsements, General Conditions, 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 perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes and utility services required for delivery of equipment and/or performance of the services. All of equipment and said services 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 governing the services. 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 deductions as provided in the Bid Documents, the prices set forth on the Bid Form.

4. The services shall be commenced on or before the fifth (5) day after receiving the District's Notice to Proceed. The term of this Agreement shall be a one (1) year period, February 8, 2017 to February 7, 2018, and may be extended for four (4) additional one-year periods upon mutual written agreement between District and Contractor. The maximum term of this Agreement shall be five (5) years.

5. Other districts in the State of California may procure items off this bid under the same terms and conditions stated in this bid. REF: PCC 20118 – Said school district and public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the district and the vendor.

6. **Time is of the essence.**

7. Termination for Cause or Nonappropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all services by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that 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 District's convenience, Contractor shall be entitled to receive payment from District for equipment satisfactorily delivered and/or services performed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

8. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, 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 or any person, firm or corporation employed 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's 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, its Governing Board, 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, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to provide notice to any party as required under the Bid Documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

10. Contractor shall take out, prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverages set forth in the Information for Bidders.

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. 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.

13. 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 Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT: GARDEN GROVE
UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Section 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 maintaining 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 TO CONTRACTORS 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(e) 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.

TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Garden Grove 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 the 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 Contractor

Signature

Date

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which alter, explain, or clarify the Bid Documents prior to the bid deadline.
- (c) Approval means written authorization by District.
- (d) Agreement includes collectively all Bid Documents.
- (e) Bid Documents includes collectively, to wit: Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) Locality in which the services are to be performed means the county and city in which the services are done.

ARTICLE 2. STATUS OF CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Bid Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of the Bid Documents.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before Contractor makes any change in the name or legal nature of the Contractor's entity, Contractor shall first notify the District in writing and cooperate with District in making such changes as the District may request in the Bid Documents.

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) The Contractor shall carefully study and compare the Bid Documents, and shall at once report to the District any errors, inconsistencies, or omissions discovered. The Contractor shall be liable to the District for damage resulting from errors, inconsistencies, or omissions in the Bid Documents that the Contractor recognized and which Contractor knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(b) The Contractor shall verify all information before performing services. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

(d) Omissions from the Bid Documents or the misdescription of details of services which are manifestly necessary to carry out the intent of the Agreement, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed services, but they shall be performed as if fully and correctly set forth and described in the Bid Documents.

(e) The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of services. The Contractor shall be responsible to see that the services comply accurately with the Bid Documents.

ARTICLE 5. PROHIBITED INTERESTS

No official of any District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any aspect of the services, shall become directly or indirectly interested financially in any awarded contract or in any part thereof. No officer or employee of District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the services shall become directly or indirectly interested financially in any awarded contract or in any part thereof. Contractor shall receive no compensation and shall repay District for any compensation received by Contractor hereunder, should Contractor aid, abet or knowingly participate in violation of this Article 5.

ARTICLE 6. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 7. ASSIGNMENT OF ANTITRUST ACTIONS

Government Code section 4552 provides:

“In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the public purchasing body 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. Sec. 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 public purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.”

Contractor, for itself and all subcontractors, agrees to assign to District all rights, title, and interest in and to all such causes of action Contractor and all subcontractors may have under the Agreement. This assignment shall become effective at the time District tenders final payment to the Contractor, and Contractor shall require assignments from all subcontractors to comply herewith.

ARTICLE 8. OTHER CONTRACTS

- (a) Contractor shall ascertain to its own satisfaction the scope of the services and nature of any other contracts that have been or may be awarded by District to the end that Contractor may perform services in the light of such other contracts, if any.
- (b) Nothing herein contained shall be interpreted as granting to Contractor an exclusive contract. Contractor shall not cause any unnecessary hindrance or delay to any other contractor.
- (c) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts for providing district vehicles, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

ARTICLE 9. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

- (a) Termination for Cause. If the Contractor refuses or fails to complete the services or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said services within such time, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the services in the time specified, or if Contractor should fail to make prompt payment for materials or labor, or disregard laws or ordinances or instructions of District, or if Contractor should otherwise be guilty of a violation of any provision of this Agreement, then Contractor shall be deemed to be in default of the Agreement and District may, without prejudice to any other right or remedy, serve written notice upon Contractor of District intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to District for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment.

(b) Time is of the essence in this Agreement.

(c) Non-appropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the services or the District determines that sufficient funds are not available to complete the services, District may terminate or suspend the completion of the contract at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all services completed. District may, without cause, order Contractor in writing to suspend, delay or interrupt the services in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

ARTICLE 10. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE

(a) Contractor shall not commence services under this Agreement until all required insurance certificates and endorsements as set forth in the Information for Bidders from admitted insurers have been obtained and delivered to and approved by District. Such insurance shall be issued by admitted insurers approved by the District. Contractor shall provide proof of insurance on District approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

(c) In case of Contractor's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the Contractor, such insurance in the name of Contractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Contractor under this Agreement.

ARTICLE 11. DOCUMENTS ON SERVICES

Contractor shall keep at all times one legible copy of all Bid Documents, including addenda and any other documents related to the services. Said documents shall be kept in good order and available to District, and all authorities having jurisdiction.

ARTICLE 12. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the District, the Contractor, connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 13. SCHEDULE

(a) Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the services.

ARTICLE 14. MATERIALS AND SERVICES

(a) Except as otherwise specifically stated in this Agreement, Contractor shall provide and pay for all materials, supplies, tools, equipment, labor, necessary transportation, supervision, and all other services and facilities of every nature whatsoever necessary to execute and complete the services within specified time.

(b) Materials and equipment shall be furnished in ample quantities and at such times as to insure uninterrupted services.

ARTICLE 15. OBTAINING OF PERMITS, LICENSES

Permits, licenses, and certificates necessary for prosecution of services, shall be secured and paid for by Contractor. Copies of all such permits, licenses, and certificates shall be delivered to the District.

ARTICLE 16. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

(a) Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the services.

(b) If Contractor performs any services which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to District, Contractor shall bear all costs arising therefrom.

ARTICLE 17. ACCESS TO WORK SITE

District and its representatives shall at all times have access to Contractor's work site.

ARTICLE 18. GUARANTEE

- (a) Contractor warrants that the services (which include any equipment or materials furnished in order to perform services) shall: (a) be in compliance with all applicable laws; and (b) conform and perform to the requirements stated in the Bid Documents and where detail requirements are not so stated, shall conform to applicable industry standards.
- (b) District shall give Contractor prompt written notice after discovery of any defective services or equipment. Contractor shall correct any such defective services or equipment immediately, at its sole expense, in a manner approved by the District and with due diligence and dispatch as required to minimize the disruption to District.
- (c) In the event of failure of Contractor to commence and pursue with diligence said corrections to services or equipment within ten (10) calendar days after being notified in writing, District is hereby authorized to proceed to have services provided by another Contractor, at the expense of Contractor, who hereby agrees to pay costs and charges therefore immediately on demand.
- (d) If, in the opinion of the District, services or equipment creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the written notice required by this Article. If the Contractor cannot be contacted or neither complies with the District requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this Article or elsewhere in the Bid Documents.
- (e) Nothing herein shall limit any other rights or remedies available to District.
- (f) The District may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 19. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for all damages to persons or properties that occur as a result of its fault or negligence in connection with the prosecution of this Agreement.
- (b) Contractor shall take all necessary precautions for safety of its employees, District employees and students and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, and regulations, to prevent accidents or injury to persons related to the services. Contractor shall correct any violations of safety laws, standards, orders, rules, or regulations. In an emergency affecting safety of person,

Contractor, without special instruction or authorization from the District, is hereby permitted to act, at its discretion, to prevent such threatened injury.

ARTICLE 20. NON-DISCRIMINATION

In the performance of the terms of this Agreement, Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 21. DISPUTES

In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement or payment or nonpayment for services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Contractor agrees to continue the services diligently. If the dispute is not resolved, Contractor agrees it will neither rescind the Agreement nor stop the services, but Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the services have been completed, and not before.

ARTICLE 22. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District of an undisputed, properly submitted payment request from Contractor which has been certified for payment by the District, Contractor shall be paid for services satisfactorily performed. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR SERVICES PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING SERVICES, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR.

(b) District has discretion to require from the Contractor any additional information with the payment request. Contractor agrees that payment may be contingent upon District receiving any one or more of these documents.

(c) If Contractor defaults or neglects to carry out the services in accordance with the Bid Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy they may have, adjust the total contract price.

ARTICLE 23. TAXES

(a) Contractor will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Bid Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will

execute documents necessary to show (1) that the District is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

ARTICLE 24. SUBCONTRACTING

The Contractor may not subcontract for equipment or services.

ARTICLE 25. NOTICE

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 District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business and sent by registered or certified mail with postage prepaid;

ARTICLE 26. NO WAIVER

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 on any future occasion.

ARTICLE 27. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.