

**GARDEN GROVE UNIFIED
SCHOOL DISTRICT**

**Bid No. 1603
Point of Sale (POS) Equipment
For Food Services**

BID OPENING: June 26, 2017, 11:00 a.m.

**GARDEN GROVE UNIFIED SCHOOL DISTRICT
10331 Stanford Avenue, Garden Grove, CA 92840**

Point of Sale (POS) Equipment for Food Services

Bid No. 1603

Table of Contents

NOTICE CALLING FOR BIDS	3
BID OBJECTIVE.....	4
INFORMATION FOR BIDDERS.....	5
*BID FORM.....	11
*BID FORM PRICING SHEET.....	16
*NONCOLLUSION DECLARATION.....	18
+TOBACCO USE POLICY.....	19
+AGREEMENT.....	20
+WORKERS' COMPENSATION CERTIFICATE.....	26
+DRUG-FREE WORKPLACE CERTIFICATION.....	27
NOTICE REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1).....	29
+CRIMINAL RECORDS CHECK CERTIFICATION.....	30
+SUSPENSION AND DEBARMENT CERTIFICATION/ +CERTIFICATION REGARDING LOBBYING.....	31
GENERAL CONDITIONS.....	32

***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING,
THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

NOTICE CALLING FOR BIDS

DISTRICT: **GARDEN GROVE UNIFIED SCHOOL DISTRICT**
BID DEADLINE: June 26, 2017, at 11:00 a.m.
PLACE OF RECEIPT: Garden Grove Unified School District
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 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. 1603 Point of Sale (POS) Equipment for Food Services**

A mandatory bidders meeting will be held on June 8, 2017, at 10:00 a.m., at the Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, CA 92840, Food Services Department. The bidders must attend the entire bidders meeting. Any bidder failing to attend the entire bidders meeting will have its bid returned unopened.

Time is of the essence. Each bid must conform and be responsive to the bid documents. Copies of the bid documents are available upon request by contacting Emily Fitzpatrick, Purchasing Assistant Buyer, at (714) 663-6269. Bid documents are also available online. 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. 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 Emily Fitzpatrick at efitzpatrick@ggusd.us no later than 10:00 a.m. on June 13, 2017.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____
Rosa Gonzalez
Assistant Director of Business Services

Publication Dates: May 24, 2017 and May 31, 2017

Orange County News – PO #K72V0003

Bid No. 1603
Point of Sale (POS) Equipment For Food Services

BID OJECTIVE

The Garden Grove Unified School District (GGUSD) is seeking bids for Point of Sale (POS) Equipment for Food Services Bid No. 1603 which will be used by various school sites within GGUSD. This is a 1-year contract with four (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. Bidders must agree to furnish POS equipment at the unit prices quoted in accordance with actual requirements throughout the contract period. Bidder must agree that the Point of Sale Equipment for Food Services, Bid No. 1603 is nonexclusive and that the GGUSD will determine, in its sole discretion, the types of equipment that are best for its use and the most cost effective for GGUSD. Bidders are advised that oral or written communications from the District shall only be through an official addendum.

All inquiries regarding this bid must be submitted in writing no later than 10:00 a.m. on June 13, 2017 to Emily Fitzpatrick, Purchasing Assistant Buyer by email at efitzpatrick@ggusd.us.

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 and 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 **Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, CA 92840, Attn: Purchasing Department, Emily Fitzpatrick,** 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 bidder's name, the bid number and the date and time for the opening of bids. **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. **Any and all questions regarding this bid must be submitted in writing to Emily Fitzpatrick, Purchasing, Assistant Buyer, efitzpatrick@ggusd.us before 10:00 a.m. on June 13, 2017. Answers to these questions and any other related addenda will be posted no later than 5:00 p.m. on June 15, 2017 on the District's website.**

3. Bid Pricing. Bid prices are to include transportation, shipping, , delivery, set-up, assembly, installation and handling of containers.

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 District may reject such bid as being nonresponsive.

7. Examination of 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 a 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, or has any questions related to the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District five (5) days before bid deadline. No requests 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 and answers to questions 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, e-mailed or faxed to each bidder attending the Mandatory Bidder's Meeting. 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; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

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 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 the contract, if made by the District, will be by grand total of all listed products set forth in the Bid Form Pricing Sheet to the lowest responsive and responsible bidder. 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. 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) calendar 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.

12. Agreement. The form of agreement which the successful bidder 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, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Suspension and Debarment Certification, Certification Regarding Lobbying, General Conditions, all insurance requirements, specifications, Special Conditions, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to 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 and installation 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 subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) 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 as set forth in the Agreement. District may request that such certificates and endorsements are completed on District 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 performing the work, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

15. Anti-Discrimination. In connection with all work performed under this bid, 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. In addition, the successful bidder agrees to require like compliance by any subcontractors of such bidder.

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

17. Brand Names. Brand names are included for descriptive purposes to indicate the quality desired. Brand names where specified have been shown due to existing standards. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in the bid documents.

18. "Or Equal"/Substitutions. All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject any bid that does not conform to the specifications. Should the bidder wish to request any substitution for the item specified, the bidder shall submit a written request to the District by June 16, 2017, which is at least ten (10) calendar days before the bid opening date. At a minimum, descriptive literature marked with the appropriate bid item number should be provided fully describing the claimed "or equal" product. District shall only consider substitution requests from the bidder submitting the bid. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of a proposed substitution shall be borne by the bidder. Suitability and valuation of "equals" rest in the sole discretion of the District. The District shall be the sole judge as to the quality and suitability of the proposed substitution, and the decision of the District shall be final and conclusive. Request for substitution received less than ten (10) calendar days prior to bid opening 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 product offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District. The District shall notify the bidder in writing of the decision concerning the proposed substitution. Also, no proposed substitution shall be deemed approved unless the District has so indicated in writing. In the event bidder furnishes an item other than what was specified by the District and which was approved by the District and which later is not found acceptable, then bidder, at its sole cost and expense, shall furnish the District the specified item.

19. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition may cause a bid to be rejected as nonresponsive.

20. Warranty/ Quality. Bidder warrants that all products shall be free from defects and be suitable for the use stated in the bid documents. District shall give bidder written notice after discovery of any defective product. Bidder shall correct any such defective product, and provide replacement, or reimbursement, at its sole expense, in a manner approved by the District. In the event of failure of bidder to commence and pursue with diligence said replacement within fourteen (14) calendar days after being notified in writing, District is hereby authorized to proceed to have the defective product replaced at expense of bidder who hereby agrees to pay costs and charges therefore immediately on demand. If, in the opinion of the District, defective product creates a dangerous condition or requires immediate correction or attention, the District will attempt to give the written notice required. If the bidder cannot be contacted nor complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this section, proceed to make such correction and the costs of such correction shall be charged against the bidder. Such action by the District will not relieve the bidder of the warranties provided in this section or elsewhere in the bid documents. Nothing herein shall limit any other rights or remedies available to District. The District may collect its reasonable costs and attorneys' fees in any action to enforce this section.

21. Drug-Free Workplace Certification. Pursuant to Government Code section 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 outlined 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.

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

23. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee or subcontractor of bidder violate the District's Board Policy after having already been warned once for violating District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

24. 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 District's Criminal Records Check Certification.

25. References. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of good and services to another large school district or public agency at the similar size and scope as Garden Grove Unified School District. All references shall include full district/ agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District as nonresponsive. 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.

26. Piggybacking by Other Public Agencies. By submitting a bid, the successful bidder shall be deemed and construed to have acknowledged and agreed that, to the extent permitted by Public Contract Code sections 20118 and 20652, and during the period in which the Agreement is in effect (including, without limitation, any extensions thereof), the successful bidder shall allow other California public school districts and California community college districts to purchase the identical POS equipment specified in the Agreement on the same terms and conditions as set forth in the Agreement. The District hereby authorizes the purchase of the POS equipment directly from the successful bidder by the other school districts and community college districts, and to make payment directly to the successful bidder under the same terms and conditions that are applicable to the District under the Agreement. However, this section shall NOT apply to the catalog discount provision set forth in General Conditions, Section 10.

27. Suspension and Debarment Certification/Certification Regarding Lobbying The successful bidder will be required to complete these certifications.

BID FORM

Name of Bidder: _____
To: Garden Grove 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, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Suspension and Debarment Certification, Certification Regarding Lobbying, all insurance requirements, General Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance 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, expendable 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. 1603: Point of Sale (POS) Equipment for Food Services

all in strict conformity with the Bid Documents, including Addenda Nos. ____, ____, ____, on file at the office of the District pursuant to the sums as set forth in the **Bid Form Pricing Sheet** attached hereto and incorporated herein.

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. 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 District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, the Criminal Records Check Certification, Suspension and Debarment Certification, Certification Regarding Lobbying, within five (5) calendar days of the notice of award of the contract, or as otherwise requested in writing by the District.

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

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

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

6. 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 sections 4450, 4451 and 4552).

7. 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.

8. 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 sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

9. It is understood and agreed by the bidder that time is of the essence.

10. 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.

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

12. Bid prices are to include shipping, F.O.B. Garden Grove Unified School District.

13. List of References

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide similar products as required under Section 31, 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: _____

The undersigned hereby declares that all of the representations 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 _____ Corporation¹)

Business Address: _____

Telephone: _____, President Date: _____

Signed by: _____, President Date: _____

Print Name: _____, President Date: _____

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

¹ 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: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)
Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)
Signed by: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

BID FORM PRICING SHEET

Item #	Type of Equipment	Make/Manufacturer "or Equal"	Model	Unit Price	Mfr. Warranty
1	Computer, All in One 20" touch screen, 19.5" Intel i5, 4GB RAM, 64GB SSD, 900P HD+ (1600 x 900) LCD with 10 point capacitive touch screen and LED back lighting, 802.11b/g/n WiFi networking, Bluetooth 4.0, 75mm x 75mm VESA mounting holes. Microsoft Windows 7 (64 bit) with ET-Stand, 4-year no fault warranty on accidental and manufacture defects.	Tablet Kiosk	TAIO 20T		
2	Battery pack, 12V & 19V 60300mAH with vesa bracket	Tablet Kiosk	TK-Bundle BP220		
3	Battery pack, 12V & 19V 18600mAH with vesa bracket	Tablet Kiosk	TK-Bundle BP160		
4	Tablet, Intel Celeron 1047 UE processor, 12.1" WXGA capacitive touch screen LCD panel, 64GB SSD, 4GB RAM, ethernet port, 2 x USB, bluetooth 4.0, 2.0MP front facing camera, RS-232 connection, fingerprint reader, dual hot swappable batteries, 802.11 a/g/n WiFi, Microsoft Windows 7 (64 bit), access to RAM and hard drive bay with vesa docking station with 4 usb ports, ethernet port and power port, 4 year no fault warranty on accidental and manufacture defects.	Tablet Kiosk	Sahara Slate PC i535CAT		
5	Vesa docking station with 4 USB ports, ethernet port and power port that supplies directly to the unit.	Tablet Kiosk	Vesa Docking Station TK-5XX-Vesa		
6	Batteries, for Sahara Slate PC i535CAT Tablet PC	Tablet Kiosk	TK-Batt		
7	Arm mount, single display, oscillating with height adjustment and extension of the display unit. Must be modified to fit umbrella poles on a Cambro Camcruiser.	Chief	K1P120		
8	Arm mount, dual display, oscillating with height adjustment and extension of the display unit. Must be modified to fit umbrella poles on a Cambro Cruiser.	Chief	K1P220		
9	Tablet mobile safe, with power shuttle technology, 20 unit, 28.0"W x 24.4"D x 40.5"H. Must configure safe to accommodate a 1.5" tablet size and install power adapter into the charging safe.	Ergotron	24-291-085		

Item #	Type of Equipment	Make/Manufacturer "or Equal"	Model	Unit Price	Mfr Warranty
10	Tablet mobile safe, zip 12, 12 unit, 22"W x 24.5"D x 14"H. Must configure safe to accommodate a 1.5" tablet size and install power adapters into the charging safe.	Ergotron	DM12-1012-1		
11	Tablet mobile safe, zip 40, 40 unit, 30.3"W x 26.1"D x 45.4"H. Must configure safe to accommodate a 1.5" tablet size and install power adapters into the charging safe.	Ergotron	DM40-1009-1		
12	Tablet mobile safe, 36 unit, 29.5" x 26.0" x 44.5", 120V C, 12A, 50/60Hz. Must configure safe to accommodate a 1.5" tablet size and install power adapters into the charging safe.	Bretford	TCOREX3 6		
Total Cost of Items					

Grand Total Cost of All Items _____ **Dollars (\$** _____ **)**

Catalog Percentage Discount _____ **percent (___%)**

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

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 _____, 2017, at _____ [city], _____ [state].

Signature

Print Name

TOBACCO USE POLICY

GARDEN GROVE UNIFIED SCHOOL DISTRICT

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 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

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2017, in the County of Orange, State of California, is by and between Garden Grove Unified School District (hereinafter referred to as "District", and _____ (hereinafter referred to as "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Point of Sale (POS) Equipment for Food Services Bid No. 1603 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, Bid Form Pricing Sheet, Noncollusion Declaration, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Suspension and Debarment Certification, Certification Regarding Lobbying, 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 timely perform within the time required by the District 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 deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. Term of Agreement is one (1) year subject to termination as set forth in Section 6 of this Agreement. The Agreement may be extended upon mutual written consent of District and Contractor for an additional four (4) one year periods. The term of Agreement shall not exceed five (5) 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 specifying the desired date of termination. Upon receipt of written notice of such termination, 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 the District's convenience, Contractor shall be entitled to receive payment from the District for products 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. 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 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 Agreement 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 the District 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 its sole discretion determine whether such assurances are reasonable.

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 items 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 items satisfactory to the District.

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 full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, 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, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar 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.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Sexual Abuse or Molestation in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>	

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 the 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 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 complementary. 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 and conditions 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 or conditions 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 Board of the District.

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

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.

District
Garden Grove Unified School District

Contractor

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID No.

(Corporate Seal of Contractor,
if corporation)

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 Agreement.)

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 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

To the Governing Board of Garden Grove 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).
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
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

SUSPENSION AND DEBARMENT CERTIFICATION/

CERTIFICATION REGARDING LOBBYING

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 - 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by ① any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and ② potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

GENERAL CONDITIONS

1. PURPOSE: The purpose of this bid is to purchase Point of Sale (POS) Equipment for Food Services (as needed) for various sites in the Garden Grove Unified School District. 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: The District does not guarantee that a minimum or maximum amount will be purchased. 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 term of the Agreement is one (1) year. The Agreement may be extended upon mutual written consent of District and successful bidder for an additional four (4) one year periods. Price increases may be negotiated at the time of renewal however any price increase shall be at the sole discretion of the District. The maximum term of the Agreement is five (5) years.
4. PRICING: Bid each item separately. Do not include California Sales or Use Taxes in unit prices. These taxes will be added and paid for by the District. Charges for the transportation, shipping, delivery, set-up, assembly, installation, and handling of containers shall be included in the price indicated on the Bid Form Pricing Sheet and shall not be charged separately. Bid prices are to include shipping, F.O.B. Garden Grove Unified School District site locations, freight prepaid. Prices set forth in the Bid Form Pricing Sheet remain firm. Quote prices net including trade discounts.
5. DELIVERIES: All equipment, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order. Destination will be designated within the boundaries of the Garden Grove Unified School District. Actual delivery dates must 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 bidder shall keep sufficient stocks of product to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. All equipment shall be subject to inspection by the District and acceptance or rejection by the District at time of delivery. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the bidder's expense. Any equipment received by the District which within thirty (30) calendar days of delivery, is deemed inoperable or damaged shall be returned to the bidder for repair or exchange at the bidder's expense. The District requires that the successful bidder states the expected lead time for the equipment to be furnished under the Agreement. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. All shipping materials shall be removed from site by the successful bidder.
6. PAYMENTS: Payments may be invoiced after actual delivery to the required destination. Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District and an undisputed, properly submitted payment request from Bidder, shall be paid for work performed and for equipment delivered to the site and inspected and approved by District.
7. PRICE ADJUSTMENTS: The District must be notified of any change in manufacturer pricing over the Agreement period within ten (10) days of any change. In the event of a price decline, such lower prices are to be immediately extended to Garden Grove 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.

8. 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.

9. DISCONTINUED AWARDED LINE ITEMS: Successful bidder is required to immediately notify the District 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 shall provide substantiating information when requesting consideration of a substitution as an equal. Notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number and shall follow the requirements set forth in Section 19 Information for Bidders.

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

11. CUSTOMER SERVICE. Customer service assistance whether on the phone or on site might be required by the District. The successful bidder will provide the needed phone assistance on the same day and onsite assistance within the next business day of the District's request.

12. DISPUTES: In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, successful bidder agrees to continue the work diligently to completion. If the dispute is not resolved, successful bidder agrees it will neither rescind the Agreement nor stop the progress of the work, but successful bidder'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 work has been completed, and not before.

13. 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.

14. NO ASSIGNMENT: The successful bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Bidder shall assign, transfer, convey, subcontract, or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, subcontract, 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 Bidder, and to its purported assignee or transferee.

15. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

16. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.