



# **REQUEST FOR PROPOSAL (RFP)**

For FFVP (Fresh Fruit & Vegetable Program) Produce and Delivery

RFP No. 1502

**LAST DAY TO SUBMIT QUESTIONS**

**August 18th 2015**

**PROPOSAL DUE DATE**

**August 25<sup>th</sup>, 2015 at 2:00 p.m.**

**SUBMIT PROPOSALS TO:**

Food Services Department

GARDEN GROVE UNIFIED SCHOOL DISTRICT

10331 Stanford Avenue

Garden Grove, California 92840

Phone: 714-663-6155

Fax: 714-534-7014



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## **BACKGROUND OF THE FFVP**

### **Program Description**

The United States Department of Agriculture (USDA) administers the Fresh Fruit and Vegetable Program (FFVP) at the federal level. At the state level, the FFVP is administered by the California Department of Education (CDE), Nutrition Services Division (NSD). The purpose of this federal assistance program is to provide **an additional free fresh fruit or vegetable snack** to students during the school day as a supplement to (and not part of) the school breakfast and lunch programs, and to teach students about good nutrition. The FFVP also encourages grantees to develop partnerships at the state and local level for support in implementing and operating the program. The FFVP is a reimbursement grant program and selected schools receive a year-long grant to implement the program. California first participated in the FFVP in July 2008 with 24 pilot schools and the program continues to grow each year.

### **Program Goals**

The goal of the FFVP is to create healthier school environments by providing healthier food choices, and to:

- Expand the fruits and vegetables children experience
- Increase children's fruit and vegetable consumption
- Make a difference in children's diets to impact their present and future health

The program is seen as an important catalyst for change in efforts to combat childhood obesity and by helping children learn more healthful eating habits.

### **How Does It Work?**

The State Agency (SA) is required to select elementary schools to participate that have the highest free and reduced price enrollment. Elementary schools who receive a grant are awarded \$50.00–\$75.00 per student for the school year. The SA identifies the per-student funding based on total funds allocated to the state and the enrollment of applicant schools. **For the 2015-2016 school year, California elementary schools have been awarded approximately \$53 per student.**

With these funds, schools purchase additional fresh fruits and vegetables to serve free to students as a snack during the school day. Participating school sites must serve the snack outside the normal time frames for the NSLP and School Breakfast Program (SBP). The SFA determines the best method to obtain and serve the additional fresh produce within the program requirements.


The SFAs participating in the FFVP submit monthly reimbursement claim forms, which are reviewed and approved by the SA. The SA reimburses the SFA for the cost of the fresh fruits and vegetables and limited non-food costs.

The USDA provides funds to the SA to administer the program according to federal requirements.

### **Program Minimum Requirements**

Schools have the flexibility to develop their own implementation plan, choose the type of produce, number of days a week (at least three days per week), and times during the day (outside of NSLP and SBP operation) to provide the free fresh fruit or vegetable snacks to their students. Schools must agree to widely publicize the availability of the program. Schools must follow all food safety requirements and Hazard Analysis and Critical Control Point guidance. Schools are encouraged to develop partnerships to help implement the program, such as with local universities, extension services, farmer's markets, and local growers and grocers.

At a minimum, for a school to receive a FFVP grant they must:

- Be an elementary school
- Operate the National School Lunch Program
- Have 50 percent or greater of enrolled students eligible for free and reduced price meals; **priority given** to those with the highest percentage
- Have documented support of the food service, principal, and district superintendent
- Submit a FFVP application to the NSD by the posted deadline—FFVP applications are available each spring (March) on the CDE Web site and are due four weeks after posting (April)
- Implement the FFVP in accordance to the most recent guidelines issued by the USDA in their [FFVP Handbook for Schools](#)  (PDF)

### **PURPOSE OF THIS RFP**

The District is seeking proposals from qualified produce vendors to procure and deliver fresh fruits and vegetables and provide the educational component of the FFVP to 7 elementary sites within the school district.

This RFP defines the program, the products and the services that are being sought from the Vendor and generally outlines the program requirements.

### **SCOPE OF SERVICES**

The selected vendor will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh fruits and vegetables to sites designated within the District (see list of delivery sites).

In addition, the selected vendor will provide educational materials to all school sites to meet the requirements of the FFVP.

The dates of service will be September 16, 2015– June 22, 2016. No service will be required during the following weeks:

- November 23-27, 2015
- December 21, 2015-January 1, 2016
- April 11-15, 2016

All sites will require produce delivery 3 days per week (Tuesday, Wednesday, and Thursday) for service on that day. Additional days of service can be added depending on the balance of the fund

Approximate quantities for each school site are attached (see list of delivery sites).

Additional product and service requirements are outlined within the RFP.

### **GENERAL CONDITIONS AND INSTRUCTIONS**

Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. The signatures of all persons shall be in longhand. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, business address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered. For information about RFP procedures, contact the Food Services Department, located at 10331 Stanford Avenue, Garden Grove CA 92840 at 714-663-6155.

### **LIMITATIONS**

The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible produce vendor. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the proposer with respect to any recent contracts with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL and is in the best interest of the District.

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.

## **BUY AMERICAN REQUIREMENT**

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially using” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

Actions that districts can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc);
- Monitoring contractor performance;
- Requiring suppliers to certify the origin of the product;
- Examining the product packaging for identification of the country of origin; and
- Asking the supplier for specific information about the percentage of U.S. content in the food product.

## **REQUIREMENTS**

Garden Grove Unified School District will have approximately \$40 per student (after admin, labor and supply costs) to spend on fresh produce during the period of September 16, 2015- June 22, 2016. In order to maximize this allotment and provide a variety of produce items to our students, Garden Grove Unified School District is requesting that proposers provide a monthly produce list and menu for FFVP. The produce list and menu can include mixed packages of fruit and vegetables. For example, celery and/or carrots may be included along with other fruits and/or vegetables in a pack of mixed vegetables – e.g. broccoli/cauliflower/carrots, pineapple/blueberries). To ensure that students are receiving multiple exposures to vegetables and learn to enjoy eating vegetables, one of the three FFVP servings each week must be a vegetable.

Whole fruits must be prewashed and ready to eat. Whole fruits must be free of produce stickers. Cut fruits and vegetables must be prewashed and ready to eat. Cut fruits and vegetables must be provided in individual servings sealed in individual containers with lids or individual baggies. If packaged fruit and vegetable for small whole produce such as berries or pea pods are not available, the produce vendor will supply individual serving cups and paper trays to serve the produce. The produce vendor will itemize and separate cost between produce and paper supplies on invoices. Nutrition information for fruits and vegetables must be available upon request.

The following must be completed, signed, and returned with RFP; incomplete packets will not be considered.

1. FFVP Produce Lists for September 16, 2015-June 22, 2016. Products and prices should be listed.
2. Nutrition education service(s) selected & samples of each type
3. Site delivery times
4. Forms
  - a. Suspension & Debarment Certification
  - b. Certification Regarding Lobbying
  - c. Disclosure of Lobbying Activities
  - d. Iran contracting Act
  - e. Noncollusional Declaration
  - f. Certificates of Insurance
  - g. Workmers Compensation Certification
  - h. Notice Regarding Criminal Records Check (Education Code Section 45125.1)
  - i. Drug-Free Workplace
  - j. Alcoholic Beverage and Tobacco-Free Campus Policy

### **1. Products and Pricing**

Orders will be based on the enrollment amounts listed in the RFP and the menu agreed upon at the time of award. Changes in order amounts or produce items will be provided to the vendor at least one week in advance of scheduled delivery.

Prices listed (per serving) on the submitted RFP will be the prices charged on the invoice.

### **2. Service**

- a. Delivery of fresh fruit or vegetable the morning it is served is necessary to ensure high quality produce served. One fruit or vegetable item will be ordered / delivered in the specified quantities at each location (see grid below). Quantities are subject to change based on changes to enrollment.
- b. The origin of where fruits and vegetables are grown is important to the nutrition education component of this grant. Locally grown within the state of California is preferred, if seasonally available.
- c. Nutrition education is an important component of this grant and is required to be provided to students. GGUSD wishes to partner with the awarded produce vendor to provide nutrition education to schools that reinforces healthy eating habits. This shall be provided at no additional charge. The awarded vendor shall provide at least one of the following options (check each that will be provided). The Food Service Office

must also receive a copy of any materials provided to schools for each distribution. **Include samples of nutrition materials with your RFP packet.**

**Check each option that will be provided:**

- Monthly nutrition education activities or lesson plans for teachers. Grade appropriate for K-6 instruction. Lesson plans must include California Education Standards (<http://www.cde.ca.gov/be/st/ss/>). Must provide one packet per teacher. (Contributes up to 5 points towards the Nutrition Education section.)
- A nutrition education flyer in English, Spanish and Vietnamese for schools to send home. Flyers shall be delivered \_\_\_\_\_ (fill in how often) per week/month (circle frequency). Flyers shall be sorted in packets of 30. Flyers shall include information on the fruits served that week/month when possible. Quantities of packets will be dependent on final enrollment counts. (Contributes up to 5 points towards the Nutrition Education section.)
- Student assembly on topics such as anatomy of fruits and vegetables, agriculture and farming, MyPlate, healthy eating, etc. Must provide assembly for each grant awarded school. Must submit a marketing brochure or flyer with details of the assembly with RFP packet. (Contributes up to 5 points towards the Nutrition Education section.)
- Other: (must submit copy/brochure with RFP packet) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. GGUSD will provide 48 hour advance notice on changes to the nutrition education delivery quantities.

**3. Deliveries**

- a. Deliveries shall be made to the cafeteria at each school listed herein for during the period of this contract, unless otherwise arranged with the Assistant Food Services Director, Nutrition Coordinator or designee.
- b. A minimum of three deliveries each week (Tuesday, Wednesday, and Thursday) shall be made between the specified times and locations. (See grid below). Additional deliveries may be scheduled to utilize all grant funds.
- c. Fruits and vegetables shall be delivered in the specified quantities based on enrollment and participation.

- d. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Assistant Food Services Director, Nutrition Coordinator or designee.
- e. Cases delivered shall be labeled with the school and number of cases delivered (i.e. 1 of 4, 2 of 4, etc.)
- f. All fresh produce shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by the district
- g. Produce must be delivered pre-washed or farm-rinsed and in a ready-to-eat state.
- h. Products not meeting the GGUSD quality standards shall be replaced within the same day at no additional cost.
- i. Substitutions shall be rejected unless specific authorization by the Assistant Director of Food Services or the Nutrition Coordinator or designee is secured in advance.
- j. A packing list must be included with each delivery and must be signed by GGUSD Food Services employee at time of delivery. The GGUSD Food Services employee should receive at least 2 copies of the invoice.



#### 4. Sites and Delivery Times

**Clinton Mendenhall Elementary School** (K-6)

13641 Clinton St  
Garden Grove, CA 92843  
Phone: 714-663-6155

**Dwight D. Eisenhower Elementary School** (K-6)

13221 Lilly St.  
Garden Grove, CA 92843  
Phone: 714-663-6155

**R.F. Hazard Elementary School** (K-6)

4218 Hazard Ave.  
Garden Grove, CA 92703  
Phone: 714-663-6155

**Heritage Elementary School** (K-6)

426 S Andres Pl.  
Santa Ana, CA 92704  
Phone: 714-663-6155

**Edward Russell Elementary School** (K-6)

600 S. Jackson St  
Santa Ana, CA 92704  
Phone: 714-663-6155

**Linton T. Simmons Elementary School** (K-6)

11602 Steele Dr.  
Garden Grove, CA 92840  
Phone: 714-663-6155

**Woodbury Elementary School**

(K-6)  
11362 Woodbury Rd.  
Garden Grove, CA 92843  
Phone: 714-663-6155

School Site	Delivery Time	Participation
Clinton Mendenhall	No Later Than 9:00 AM	709
Eisenhower	No Later Than 9:00 AM	783
Hazard	No Later Than 9:00 AM	587
Heritage	No Later Than 9:00 AM	515
Russell	No Later Than 9:00 AM	700
Simmons	No Later Than 9:00 AM	450
Woodbury	No Later Than 9:00 AM	395

**Check box & initial to indicate delivery times can/cannot be met.**

- Daily delivery times can be met as specified above. Initial: \_\_\_\_\_
- Daily delivery times need to be adjusted. Proposed delivery schedule is attached. Initial: \_\_\_\_\_
- Daily delivery requirements cannot be met. Initial: \_\_\_\_\_

## 5. GGUSD FFVP Usage Report

Item Description	Qty	Unit
FFVP APPLE SLICES, RED 25#US 200/2OZ	39	CS
FFVP APPLES, GALA 163CT US CA WA	41	CS
FFVP APPLES, GRANNY SMITH 163CT CA WA	23	CS
FFVP ASIAN PEARS 84-96CT	41	CS
FFVP BEETS, SLICED, CHIPS 6.25# US	41	CS
FFVP BELL PEPPERS, TRI-COLORED, SLICED US 50/2OZ	69	CS
FFVP BLACKBERRIES 12# US CA	79	CS
FFVP BROCCOLI BUDS US 8# 50/2OZ	34	CS
FFVP CANTALOUPE CHUNKS 50/2OZ	229	CS
FFVP CANTALOUPE/HONEYDEW/GRAPES 50/2OZ	73	CS
FFVP CARROT/CELERY 6.25# US 50/2OZ	30	CS
FFVP CLEMENTINES 100-110CT	135	CS
FFVP CUMCUMBER COINS 6.25#US 50/2OZ	350	CS
FFVP EDAMAME,SHELLED 9.38# ASIA	143	CS
FFVP FIGS , BLACK MISSION 20# US CA	55	CS
FFVP FRUIT MIX CHUNKS 6#US 48/2OZ	236	CS
FFVP GRAPES, RED 18.75#US 150/2OZ	53	CS
FFVP HONEYDEW CHUNKS 6#US 48/2OZ	144	CS
FFVP JICAMA STICKS 6.25# US 50/2OZ	471	CS
FFVP KIWI BERRIES 300CT	34	CS
FFVP MANGO CHUNKS 6#US 48/2OZ	400	CS
FFVP MANGO SLICES 50/2OZ	79	CS
FFVP MELON MIX 50/2OZ	82	CS
FFVP NECTARINES 60-70CT	109	CS
FFVP ORANGE SLICES 9.375#US 50/3OZ	73	CS
FFVP ORANGE WEDGES/GRAPES 50/2 OZ	73	CS
FFVP ORANGES, BLOOD ORANGE 138CT	20	CS
FFVP ORANGES, CARA CARA 40# US CA	31	CS
FFVP PASSION FRUIT 60CT	45	CS
FFVP PEACHES 90-126 CT	37	CS
FFVP PERSIMMONS, FUYU 25# US CA	44	CS
FFVP PINEAPPLE, SPEAR 5.937# US 50/1.9OZ	472	CS
FFVP PLUOTS 20LB US CA CHI	39	CS
FFVP POMEGRANATE KERNELS 1.75#US 56/.5OZ	74	CS
FFVP POMEGRANATE SEEDS, BOWL 7#US 14/8OZ	54	CS
FFVP RAMBUTAN 5# ASIA	280	CS
FFVP RASPBERRIES 4.5LBCS US CA	158	CS
FFVP RUTABAGA,SLICED,CHIPS 6.25CA AZ	35	CS
FFVP STAR FRUIT 12CT TAI	83	CS
FFVP STRAWBERRIES 6#US 48/2OZ	625	CS
FFVP STRAWBERRIES/BLUEBERRIES 6#US 48/2OZ	248	CS
FFVP SUGAR SNAP PEAS 3.125# US 50/1OZ	125	CS
FFVP SWEET POTATO STICKS 6.25#US 50/2OZ	41	CS
FFVP WATERMELON CHUNKS 6# US 48/2OZ	256	CS

## **INFORMATION FOR RFP**

### **1. Samples**

Party may be required to submit samples of the RFP items upon request by the Assistant Food Services Director, Nutrition Coordinator, or designee within 24 hours after notification. Samples are to be furnished without cost to the school district.

### **2. HACCP & Sanitary Requirements for Produce Processing Operations**

All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.

### **3. Billing**

- a. The vendor shall provide an invoice for items delivered. It shall be fully itemized and show the rate reflected on the submitted RFP.
- b. The invoice must be organized separately by school with single date and with the grand total of all cases.
- c. The invoice must state the origin (city and state) where the item was grown and harvested.
- d. The invoice must state the weight of each case.
- e. All invoices must be organized weekly in each month.
- f. The vendor shall provide a monthly summary with total costs, total weight for each product for each school as required by the district.

### **4. Terms**

Net 30 days.

### **5. Execution of Contract**

Issuance of a purchase order shall evidence the contractual agreement between the vendor and the District and the vendor acceptance of these RFP instructions and conditions.

### **6. Contract Renewals**

This contract is deemed to be a Contract for Products and Services. Under the California Education Code Article 3, Section 17596, "Continuing contracts for work to be done, services to be performed or for apparatus or equipment to be furnished, sold, built, installed or repaired for the district(s), or for materials or supplies to be furnished or sold to the district(s) may be made with an accepted Distributor as follows: for work or services for apparatus or equipment, not to exceed five years; for materials or supplies not to exceed three years."

If mutually agreeable, the District(s) reserve the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years.

This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District(s). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract.

**7. Cancellation Notice**

This program is grant funded, therefore, it may not be possible to give the supplier 30-day advance notice of cancellation should funding be cut. Every attempt will be made to give the supplier as much notice as possible should this occur.

**8. Default by Bidder**

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, the District may, upon written notice to the vendor/s, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials supplies or services elsewhere without further notice to the vendor.

**9. Variation in quantity**

No variations in the quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.

**10. Discounts**

In connection with any discounts offered, the discount period shall begin on the date of delivery and acceptance at the destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

**11. Shipping**

Unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorizes to ship by other means) and bill the Garden Grove Unified School District for the actual handling / delivery charges paid. Invoices containing handling / delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling / delivery charges which are not properly Supported will not be paid. This does not apply tp U.S. Mail or U.P.S. charges.

**12. Inspection And Acceptance**

Inspection and acceptance will be at the destination, unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss. Injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from and obligation hereunder.

**13. Packaging**

All Items shall be prepaid and packed for shipment in a manner that will prevent damage in transit. The Garden Grove School District is not liable for extra charges for packaging or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container.

**14. CAL-OSHA**

The supplier certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA Codes. Material Safety Data Sheets (MSDS) / Globally Harmonized System Safety Data Sheets (SDS) need to accompany all applicable chemicals.

**15. Warranty**

The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer for such supplies, equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Garden Grove Unified School District by any other provision of this order.

**16. Excusable Delays**

The Supplier shall be excused from performance during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by government, when satisfactory evidence thereof is presented to the Garden Grove Unified School District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**17. Independent Contractor**

While providing the supplies or services ordered herein, the Supplier is an independent contractor and not an officer, employee or agent of the Garden Grove Unified School District.

**18. Default by Supplier**

Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the Supplier.

**19. Assignment of Purchase Order**

The Supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Garden Grove Unified School District

**20. Hold Harmless**

The Supplier shall hold harmless and indemnify the Garden Grove Unified School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to property or person including death, sustained by the Supplier or by any person, firm, or corporation employed by the Supplier, directly or indirectly or in connection with the services hereunder, however caused; and
- B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or tortious act of the Supplier, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon adjacent to the premises whose services hereunder are performed;
- C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Garden

Grove Unified School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Garden Grove Unified School District, its officers, agents, or employees in any such action, suit, or other proceedings as a result of A or B above.

**21. Fingerprinting**

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Vendor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Vendor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

**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. Piggyback Clause/Other Districts**

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. **Acceptance or rejection of this clause will not affect the outcome of this request for proposals.**

Piggyback option granted \_\_\_\_\_

Piggyback option not granted \_\_\_\_\_

**24. Prevailing Law**

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

**25. Governing Law and Venue**

In the event of litigation, the RFP documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state of federal court located in Orange County.

**26. Permits and Licenses**

The successful vendor/s and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

**27. Contract Documents**

The vendor/s and the District agree that the Notice to Vendor/s, the RFP Instructions and Conditions, the Price Sheets, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

**28. Proposal Terms and Conditions**

Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract.

Any contract that may be development as a result of this proposal will not become legally binding until it has been approved by the Garden Grove Unified School District School Board signed by the Superintendent or designee.

**BASIS OF AWARD**

1. It is the intent of the Food Services Department to award the RFP on the basis of price, product variety, nutrition education materials, and service/delivery. Parties will be assigned a score based on these criteria:
  - Up to 40 points based on price
    - Bidders providing produce lists and menus including seasonal items September 16, 2015 – June 22, 2016 (scheduled school days only) can earn up to 40 points.
    - One point will be deducted for each day that service is not available (i.e. if the \$40 runs out prior to June 22, 2016 and produce lists end prior to June 22, 2016, 1 point will be deducted for each T, W, or Th without service)
  - Up to 30 points based on variety
    - One point will be provided (up to a maximum of 30 points) for each unique item served. No points will be given for the following items: apples (granny smith, red delicious), pears (D’Anjou), bananas, red grapes, celery, carrots as these items are routinely available to Garden Grove Unified School District students in the National School Lunch Program and School Breakfast Program.
    - Five points will be deducted if a vegetable serving is not on the menu every week.
  - Up to 15 points based on nutrition education materials provided
    - Up to 5 points available – monthly CA Standard-based nutrition education lessons/activities
    - Up to 5 points available – nutrition education flyers
    - Up to 5 points available – assemblies for each school site
  - Up to 15 points based on service and delivery
    - Must be able to deliver to each site T, W, Th (or daily if frequency is increased) by the specified time. Check box and initial on page 4.
2. It is the intent of the District to award the RFP to one produce vendor for service between **September 16, 2015 and June 22, 2016.**
3. The Garden Grove Unified School District reserves the right to reject any and all proposals.

**COMPANY NAME:** \_\_\_\_\_

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

**PHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**AUTHORIZED AGENT SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the *Suspension and Debarment Certification Statement* and the *Certification Regarding Lobbying* by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

**The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:**

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

A. Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed *Suspension and Debarment Certification* from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

### *Certification Regarding Lobbying*

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

**In addition**, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed *Certification Regarding Lobbying* from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the *Certification Regarding Lobbying* statement).

### **Applicable to Both Certification Statements**

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

### **SFAs with Food Service Management or Consulting Contracts**

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Request for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

#### **Summary**

- ***Suspension and Debarment Certification***
  1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
  2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
  3. The SFA retains certification signed by contractor with executed contract and maintains it on file.
- ***Certification Regarding Lobbying***
  1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
  2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
  3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Agnes Lally, Food Service Director, by phone at 714-663-6155 or by e-mail at [alally@ggusd.us](mailto:alally@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, 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 Contract Documents and shall be made on the Bid Form 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 the DISTRICT Food Services Office at 10331 Stanford Ave, Garden Grove, CA 92840 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 Contract designation 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. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Requirements. The bidder, if awarded the Contract, will execute the Agreement within ten (10) working days after notice of award of the Contract, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification are in effect, all within ten (10) working days of the notice of award of the Contract or as otherwise requested in writing by the DISTRICT.

4. Signature. Any signature required on Contract 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 Contract for 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, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S 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 DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Examination of Facilities and Contract Documents. At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. **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. 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 Contract Documents. If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT ten (10) 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 Contract Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation of Contract Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Contract 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 CONTRACT 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 CONTRACT DOCUMENTS; AND THAT BIDDER AGREES THAT THE CONTRACT CAN AND**

WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE CONTRACT.

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/services to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Contract.

11. 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 in the bidding process. The award of the Contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. 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 ten (10) working days after the notice of award of the Contract to bidder, the DISTRICT may award the Contract to the next lowest responsive and responsible bidder or reject all bidders.

12. 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 Contract. 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. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT reserves the right to reject the bid of any bidder who does not pass any evaluation to the satisfaction of the DISTRICT.

13. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT 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 Contract Documents. Labor Code Section 1861.

14. Anti-Discrimination. In connection with all work performed under this Contract, 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.

15. Hold Harmless and Indemnification. The Supplier shall hold harmless and indemnify the Garden Grove Unified School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to property or person including death, sustained by the Supplier or by any person, firm, or corporation, employed by the Supplier, directly or indirectly upon or in connection with the services hereunder, however caused; and
- B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the Supplier, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed
- C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Garden Grove Unified School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Garden Grove Unified School District, its officers, agents or employees in any such action, suit, or other proceedings as a result of A and/or B above.

16. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

17. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures 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.

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

19. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

20. 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.

21. Force Majeure Clause. The parties to the Contract may be excused from performance during the time and as to the extent that they are prevented from performing by any acts of God, fire, strike or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other part, provided that the nonperformance is not due to the fault or neglect of the part who does not perform.

22. Failure to Bid. In the event you do not desire to bid, please mark "NO BID" and return at least the bid cover sheet or your firm may be removed from the Bidders' list.

23. Status of Bidder. Bidder 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 this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. Bidder 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. Bidder, 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.

24. Prohibited Interests. No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, approve, or take part in negotiating, making accepting or approving this Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.

25. District's Right to Terminate Contract.

(a) If the Bidder refuses or fails to deliver with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the Bidder should file a petition for relief as a debtor, or should relief be ordered against bidder as a debtor, under Title II of the United States Code, or if Bidder 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 persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Bidder should otherwise be guilty of substantial violation of any provision of this Contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder and its surety if applicable, of DISTRICT'S intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.

(b) If the unpaid balance of the Contract price shall exceed expense of completing performance under the Contract, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to the DISTRICT.

(c) the foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

26. State Audit. Pursuant to and in accordance with the provisions of Government code Section 10532, or any amendments thereto, all books, records and file of the DISTRICT or any Bidder connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Bidder shall preserve and cause to be preserved such books, records and files for the audit period.

27. Duty to Provide Fit Workers.

(a) Bidder shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Bidder to ensure compliance with this Article.



(b) Any person in the employ of the Bidder whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the DISTRICT site and shall not again be employed except with written consent of DISTRICT.

28. Protection of Persons and Property. The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the execution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the Bidder's risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b).

29. Bidder Claims. If the Bidder shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, Bidder shall, within five (5) days after sustaining of such damage, make to the DISTRICT a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which such damage shall have been sustained the Bidder shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and shall not be entitled to consideration for payment on account of any such damage.

30. No Assignment. The bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of its rights, title or interest, without the previous consent in writing of the DISTRICT; and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such as attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; the Contract 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. No right under the Contract, not any right to any money to become due hereunder, shall be asserted against the DISTRICT in law and equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due under this Contract shall be subject to prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

31. 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 Contract or to exercise any option herein conferred shall not

be construed as waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

32. Invoices & Payments. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under the Contract to the Accounting Department of the District. Invoices shall be submitted immediately in a form acceptable to the DISTRICT, under the same firm name as shown on the Contract. The DISTRICT shall make payments for materials, supplies or services furnished under the Contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative. The Board will make payments to vendor in accordance with actual deliveries made on acceptances by the Board. Partial payments made to the vendor do not in any way relieve vendor of his responsibility to complete the entire Contract.

33. Variation in Quantity- No variation in quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order

34. Discounts- In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

35. Shipping- Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorized to ship by other means) and bill the Garden Grove Unified School District for the actual handling/delivery charges paid. Invoices containing handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for the handling/delivery charges which are not properly supported will not be paid. This does not apply to U.S. Mail or U.P.S. charges.

36. Inspection and Acceptance- Inspection and acceptance will be at the destination, unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from the obligation hereunder.

37. Packaging- All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The Garden Grove Unified School District is not liable for extra charges for packing or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container.

38. CAL-OSHA- The Supplier certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals

39. Warranty- The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer

for such supplies, equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Garden Grove Unified School District by any other provision of this order.

40. Excusable Delays- The Supplier shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Garden Grove Unified School District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

41. Independent Contractor- While providing the supplies or services ordered herein, the Supplier is an independent contractor and not an officer employee or agent of the Garden Grove uNified School District.

42. Default by Supplier- Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the Supplier.

43. Assignment of Purchase Order- The Supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Garden Grove Unified School District

## **INFORMATION REQUIRED OF BIDDER**

The bidder shall furnish all of 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). The DISTRICT has discretion to request additional information

Bidder Name and Address (Post Office Box Number not Sufficient)

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1) Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address: \_\_\_\_\_

2) Individual: \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_ (Check One)

3) Names and titles of all your owner's, officers, principals, responsible managing officers and responsible managing employees:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

4) Have you ever brought any claim(s) against a public agency? YES \_\_\_\_\_ NO \_\_\_\_\_ .

If the answer is "YES", please explain in detail name of public agency, nature of the claim and outcome

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5) 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) List of References: Work of similar nature in a school / community college / university, within the last five years. "DISTRICT" has discretion to require more than four (4) references.

**A: Name:** \_\_\_\_\_

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

\_\_\_\_\_

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

Description of work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**List of References, continued.**

**B: Name:** \_\_\_\_\_

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

\_\_\_\_\_

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

Description of work: \_\_\_\_\_

Dates of commencement and completion:

Contract Amount: \_\_\_\_\_

**C: Name:** \_\_\_\_\_

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

\_\_\_\_\_

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

Description of work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**D: Name:** \_\_\_\_\_

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

\_\_\_\_\_

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

Description of work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**I certify and declare under penalty of perjury under the laws of the State of California that the forgoing responses to the information required of Bidders are true and correct!**

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

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**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.**

### **Proposal Format and Required Information**

Vendors responding to this RFP must follow the format below. Proposals should be written in ink or typewriter and properly and legibly filled out, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered. Proposals are to be mailed to the Garden Grove Unified School District, Food Services Department at 10331 Stanford Avenue, Garden Grove, CA 92840.

### **Proposal Components**

#### **Cover Letter (one page maximum)**

1. A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the Garden Grove Unified School District.
2. The following statements:  
*"The [Vendor's name] received a copy of the standardized Agreement for Services used by the Garden Grove Unified School District, including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, the [Vendor's name] has no substantive objections to the use of these Agreements."*  
  
*"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."*
3. Name and Nature of Vendor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.
  - a. Vendor name
  - b. Address
  - c. Name of contact person
  - d. Phone Number
  - e. Email address
  - f. Year Vendor was established
  - g. Number of employees
  - h. Web site/Facebook page
  - i. Signature of authorized officer or person

- j. Corporate seal (if a corporation)

Relevant Qualifications/Experience - Vendor Evaluation/Questionnaire

Vendor shall be required to respond to each of the following questions completely to be considered, and are encouraged to provide detailed responses. Provide your answers on the Vendor Evaluation/Questionnaire included with this RFP (pages 16-17).

Reference List (one page maximum)

Please supply the contact information for four (4) School District Food & Nutrition Departments and/or any public agencies that can verify all of the information supplied in the “Relevant Qualifications/Experience - Vendor Evaluation/Questionnaire”. List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

Public Liability and Property Insurance

**The Garden Grove Unified School District requires vendors to provide a Certificate of Insurance (COI) from your company to cover potential liability on your part as a vendor while providing services for the district. The COI, along with an Additional Insured Endorsement must meet the following criteria:**

- **Garden Grove Unified School District must be named as the *Certificate Holder* on the COI as well as an Additional Insured on the *Additional Insured Endorsement*. The policy number on the certificate and the accompanying endorsement must match. Also note that Umbrella Excess Liability-Aggregate has been included below as it is excessive coverage and is shown separately on the COI.**

- **The entire and complete business address must be included in the Certificate Holder box:**

**Garden Grove Unified School District  
Attn: Sal Sanchez, Director of Business Services  
10331 Stanford Avenue  
Garden Grove, CA 92840**

- **The Certificate of Insurance must contain current coverage dates (time frame of agreement) and the following liability limits:**

<b>Commercial General Liability</b>	<b>Limits</b>
<b>Each Occurrence OR</b>	<b>\$1,000,000</b>
<b>General Aggregate</b>	<b>\$2,000,000</b>



<b>Automobile Liability</b>	
<b>Combined Single Limit, per occurrence OR</b>	<b>\$1,000,000</b>
<b>Umbrella Excessive Liability – Aggregate</b>	<b>\$3,000,000</b>
<b>Workers Compensation</b>	<b>\$1,000,000/state</b>
	<b>statute</b>

**A copy of the insurance certificate should be sent to the district within 30 calendar days from the date of the agreement. Renewals and any notices of potential expiration should be sent to Garden Grove Unified School District, Attn: Sal Sanchez, Business Office- 4<sup>th</sup> Floor, 10331 Stanford Avenue, Garden Grove, CA 92840.**

Noncollusion Declaration

Vendors on this contract are required to submit a Noncollusion Declaration with their proposal.

Hazard Analysis Critical Control Point (HACCP) Plan

Vendors on this contract must have a HACCP Program in place for the company. A copy of the vendors HACCP Plan must be submitted with this proposal.

Disaster Contingency Plan

A copy of the Vendors Disaster Contingency Plan must be submitted with this proposal.

Food Security and Safety Program

A copy of the Vendors Food Security and Safety Program must be submitted with this proposal.

Product Recall Program

A copy of the Vendors Product Recall Program must be submitted with this proposal.

Department of Education-Child Nutrition Division Forms

1. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the attached forms (Suspension and Debarment Certification, U.S. Department of Agriculture, and Disclosure of Lobbying Activities) must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered. (See Attached)
2. Additionally, if this contract's purchase volume will exceed \$1,000,000, the Vendor must complete a certification as part of the Iran Contracting Act in accordance with Public Contract Code Sections 2202-2208.

*END OF PROPOSAL INSTRUCTIONS*



## 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.

California Department of Education School Nutrition Programs Unit  
Child Nutrition and Food Distribution Division April 1998  
Approved by OMB  
0348-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b> Year: _____ Quarter: _____
<b>3. Name and Address of Reporting Entity:</b>  Prime                      Subawardee Tier _____, if known Congressional District, if known:	<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known:	
<input type="checkbox"/> Federal Department/Agency:	<input type="checkbox"/> Federal Program Name/Description: CFDA Number, if applicable:	
<input type="checkbox"/> Federal Action Number, if known:	<input type="checkbox"/> Award Amount, if known: \$	
<input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	<b>10. b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
<input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned	<input type="checkbox"/> Type of Payment (check all that apply): Retainer  One-time fee Commission    Contingent fee  Deferred Other; specify: _____	
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____		

Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Title: \_\_\_\_\_

Telephone No: (\_\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

Federal Use Only:

Authorized for local reproduction  
Standard Form - LLL

## INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

### IRAN CONTRACTING ACT (Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>	

**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 \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
Signature

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



Reproduction of ACCORD, Inc. Form

EXAMPLE OF CERTIFICATE OF LIABILITY INSURANCE						Date: (MM/DD/YYYY)	
The above notice confirms the provisions of the California Insurance Code, §384. Other states have similar provisions. It states that the policy, not the certificate governs coverage. The Additional Insured endorsement page MUST be attached to this Certificate.							
<b>PRODUCER</b> <i>Name of Insurance Company</i>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>COVERED PARTY</b> <i>Applicant/Name of Organization applying for use of facility</i>			INSURER A INSURER B INSURER C	<i>The Insurer will be identified here. The Insurer letter appears again near the left margin under "Type of Coverage" to show which insurer provides which coverage</i>			
THIS IS TO CERTIFY THAT THE COVERED PARTY NAMED ABOVE IS PROVIDED WITH THE COVERAGES LISTED BELOW FOR THE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ( <i>This notice states that the policy supercedes the certificate form.</i> )							
INS. LTR.	TYPE OF COVERAGE	POLICY NO	EFFECTIVE (MM/DD/YYYY)	EXPIRATION (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b>		These two columns show inception and expiration dates for policies identified. Pay special attention that coverage does not expire before and during your lease or event.		EA OCCURRENCE	\$1,000,000	
X	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA OCCUR)	\$1,000,000
	CLAIMS MADE					MED EXP (ANY ONE PERSON)	\$
X	WRONGFUL ACTS					PERSONAL & ADV INJURY	\$1,000,000
X	ERRORS & OMISSIONS					GENERAL AGGREGATE	\$2,000,000
	<b>GENERAL AGGREGATE LIMIT APPLIES PER</b>					PRODUCTS - COMP/OP AGG	\$
	POLICY	PROJECT		LOCATION			
	<b>AUTOMOBILE LIABILITY</b>		The columns under "Type of Coverage" show what is provided through the Agent or Broker identified above. If the insured uses more than one Broker, this certificate will not identify all existing.		COMB SINGLE LIMIT (EA ACCIDENT)	\$	
	ANY AUTO					BODILY INJURY/PER INDIV	\$
	ALLOWED AUTOS					BODILY INJURY/PER ACCID	\$
	SCHEDULED AUTOS					PROPERTY DAMAGE	\$
	HIRED AUTOS						
	NON-OWNED AUTOS						
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY AGGR	\$	
	<b>EXCESS/UMBRELLA LIABILITY</b>				EA OCCURRENCE	\$	
	OCCUR	CLAIMS MADE			AGGREGATE	\$	
						\$	
	DEDUCTIBLE					\$	
	RETENTION	\$				\$	
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>				WC STAT	OTHER	
	Any Proprietor/Partnership/Executive Officer/Member Excluded? If yes, explain under Special Provisions				E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPL	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
The above columns to the right identify limits per occurrence and aggregate for each type of coverage afforded.							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS <i>This section may be used to restrict coverage to a specific lease or event.</i>							
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>				
Placentia-Yorba Linda USD 1301 E. Orangethorpe Ave. Placentia, CA 92870  Southern California Schools RM JPA 1950 S. Sunwest Lane, Suite 100 San Bernardino, CA 92408			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  <b>AUTHORIZED REPRESENTATIVE (Signature)</b> The authorized representative of the insurer should be an employee, unless the agent or broker is specifically authorized to sign on behalf of the company.				

**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 the 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.)

## NOTICE TO CONTRACTORS/CONSULTANTS 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/consultant 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/consultant 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.

CONSULTANT CERTIFICATION REGARDING BACKGROUND CHECKS

\_\_\_\_\_ certifies that it has performed one of the following:  
[ Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Consultant has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Garden Grove Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Consultant will ensure the safety of pupils by one or more of the following methods:
  - 1) The installation of a physical barrier at the worksite to limit contact with pupils.
  - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Name of Contractor/Consultant]

\_\_\_\_\_  
By its: \_\_\_\_\_

## **CONTRACTOR/CONSULTANT CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful *bidders/contractors/consultants* pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor, consultant or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant 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; and
  - 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 or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employees agree to abide by the terms of that statement.

I also understand that if the Garden Grove Unified School 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 termination, suspension of payments, 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 Sections 8350 et seq.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
*CONTRACTOR/CONSULTANT*

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

Signature



**CONTRACTOR/CONSULTANT’S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR/CONSULTANT agrees that it will abide by and implement the DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR/CONSULTANT shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR/CONSULTANT

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

Signature

## AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 2015, 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 "BIDDER").

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

1. Bidder agrees to complete the Project known as \_\_\_\_\_ according to all the terms and conditions set forth in the RFP Documents, including but not limited to the Notice Of Request for Proposals, Information for Bidders, Bid Form, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Warranties, General Conditions, Supplemental Conditions, if any, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. BIDDER 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, and all taxes, utility and transportation services required. All of said work shall be performed and completed in a good workmanlike manner in 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 BIDDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the BIDDER shall not be excused with respect to any failure to so comply by any act or omission of the District, or it's representative, unless such act or omission actually prevents the BIDDER from fully complying with the requirements of the Documents, and unless the BIDDER protests at the time of such alleged prevention that the act or omission is preventing the BIDDER from fully complying with the Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the BIDDER from fully complying with the Documents.

3. DISTRICT shall pay to the BIDDER, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided.

4. The work shall be commenced after receiving a DISTRICT Purchase Order.

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

6. Termination for Cause or Nonappropriation. In the event BIDDER defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds as

ordered or certified by action of the Board of Education of the District, then this Agreement shall terminate or be suspended and the BIDDER shall be paid sums due up to, but not beyond said action of the Board.

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

In case of such termination for DISTRICT's convenience, BIDDER shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT

7. The BIDDER 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 BIDDER or any person, firm or corporation employed by the BIDDER, 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 BIDDER, or any person, firm, or corporation employed by the BIDDER, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the BIDDER, either directly or by independent contract,

The BIDDER, at BIDDER'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.

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 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 BIDDER under the Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the BIDDER 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. Public Liability and Property Insurance

**The Garden Grove Unified School District requires vendors to provide a Certificate of Insurance (COI) from your company to cover potential liability on your part as a vendor while providing services for the district. The COI, along with an Additional Insured Endorsement must meet the following criteria:**

- **Garden Grove Unified School District must be named as the *Certificate Holder* on the COI as well as an *Additional Insured* on the *Additional Insured Endorsement*. The policy number on the certificate and the accompanying endorsement must match. Also note that *Umbrella Excess Liability-Aggregate* has been included below as it is excessive coverage and is shown separately on the COI.**
- **The entire and complete business address must be included in the Certificate Holder box:**

Garden Grove Unified School District  
Attn: Sal Sanchez, Director of Business Services  
10331 Stanford Avenue  
Garden Grove, CA 92840

- **The Certificate of Insurance must contain current coverage dates (time frame of agreement) and the following liability limits:**

<b>Commercial General Liability</b>	<b>Limits</b>
<b>Each Occurrence OR</b>	<b>\$1,000,000</b>
<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Automobile Liability</b>	
<b>Combined Single Limit, per occurrence OR</b>	<b>\$1,000,000</b>
<b>Umbrella Excessive Liability – Aggregate</b>	<b>\$3,000,000</b>

**Workers Compensation**

**\$1,000,000/state  
statute**

**A copy of the insurance certificate should be sent to the district within 30 calendar days from the date of the agreement. Renewals and any notices of potential expiration should be sent to Garden Grove Unified School District, Attn: Sal Sanchez, Business Office- 4<sup>th</sup> Floor, 10331 Stanford Avenue, Garden Grove, CA 92840.**

9. If BIDDER 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.

10. 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.

11. 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.

*\*\*\*Signatures on Next Page\*\*\**

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

DISTRICT

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

Signature

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

\_\_\_\_\_  
Title

BIDDER

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

Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF BIDDER,  
if corporation)

## Request for Taxpayer Identification Number and Certification

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

See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																																									
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### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 9832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2—The United States or any of its agencies or instrumentalities
  - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5—A corporation
  - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8—A real estate investment trust
  - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11—A financial institution
  - 12—A middleman known in the investment community as a nominee or custodian
  - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner <sup>1</sup>
7. Disregarded entity not owned by an individual	The grantor <sup>1</sup>
8. A valid trust, estate, or pension trust	
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	<b>Give name and EIN of:</b> The owner
10. Association, club, religious, charitable, educational, or other tax-exempt organization	Legal entity <sup>1</sup> The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.