



KITCHEN EQUIPMENT FOR FOOD SERVICES
Bid No. 1505

Bid Deadline: Wednesday, January 13, 2016, 11:00 a.m.
Garden Grove Unified School District
Office of Business Services – Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

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

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

NOTICE CALLING FOR BIDS

**KITCHEN EQUIPMENT FOR FOOD SERVICES
BID NO. 1505**

District: **Garden Grove Unified School District**

Bid Deadline: **January 13, 2016 at 11:00 AM**

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

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Board of Education, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above referenced bid.

The district is seeking bids for Kitchen Equipment for Food Services, Bid 1505, in accordance with Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

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

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

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

Dated this 16th day of December, 2015.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

Connie Cross

Assistant Director of Business Services

Publication Dates: December 18, 2015 and December 25, 2015
Orange County News – PO #J72V0003

GARDEN GROVE UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 1505

KITCHEN EQUIPMENT FOR FOOD SERVICES

WARNING:

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

1. Preparation of Bid Form: The Garden Grove Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **WEDNESDAY, January 13, 2016 AT 11:00 A.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bid Submission Address: Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Office**, located at **10331 Stanford Avenue, Garden Grove, CA, 92840.**

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

3. Questions and Addenda – Any and all questions regarding this bid must be submitted in writing to **Tammy Starr, Purchasing, Buyer, tstarr@ggusd.us** before **Monday, January 4, 2016 at 10:00 AM.** Answers to these questions and any other related addenda will be posted no later than **5:00 PM on Friday, January 8, 2016 on the District's website at: GGUSD.US**
4. Bid Opening Reading: All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Office**, located at **10331 Stanford Avenue, Garden Grove, CA, 92840.**
5. Signature: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
6. Modifications: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid

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

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

It is the District's intent to award the contract on an item-by-item basis. Please submit prices on each item listed on Bid Form pages 1-3. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 30, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

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

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

Prices may not increase more than once per each successive twelve (12) month period commencing on or around February 2nd of each year. Supplier must provide GGUSD with no less than thirty (30) days' prior written notification of proposed price increases, and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index as published on March 1 of the prior year.

Page 4 of Bid Form will be considered in conjunction with pages 1 through 3 of Bid Form. For example, the most responsive and responsible vendors with the lowest bid on items listed on pages 1 through 3 of the Bid Form will be awarded contracts for the percentage off catalog pricing (page 4 of Bid Form)

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

_____ Option Granted

_____ Option Not Granted

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

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

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

15. Delivery Requirement: Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID and reference the Purchase Order number that will be given when an order is placed. Delivery will include inside delivery of equipment and removal of packing materials.
16. Delivery Schedule: The District reserves the right to make award based on delivery time quoted. Failure to meet the delivery requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.
17. Brands: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. "CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what

the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.”

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

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

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

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

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

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

OR

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

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

22. Department of Industrial Relations (DIR) Registration: Vendor is fully aware of the registration requirements of the Department of Industrial Relations (DIR) and understands and agrees that any order may be subject to the registration requirements of the DIR. Any order may be cancelled by the District if Vendor cannot establish to the District's satisfaction compliance with the requirements of the DIR.
23. Prevailing Wages: Vendor agrees to comply with all applicable prevailing wage requirements determined by the Department of Industrial Relations (DIR) and shall maintain accurate payroll records available for inspection at all times. DIR's Division of Labor Standards Enforcement shall monitor and enforce all prevailing wage compliance by Vendor.
24. Vendor Not Officer, Employee, or Agent of District: While engaged in carrying out the terms and conditions of the contract, the successful bidder and its employee(s) and subcontractor(s) is an independent contractor and not an officer, employee, or agent of the District.
25. Evidence of Responsibility: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
26. Anti-Discrimination: In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.
27. Inspection and Acceptance: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
28. Inspection of Bidder's Facility: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
29. Indemnification: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other

related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

30. Discounts: Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.
31. Cal-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
32. Permits and Licenses: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
33. Employee Background Checks: At the time of contract award and during the entire term of the contract, the successful bidder, including all employees and subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
34. Drug and Alcohol Free Workplace: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.).
35. Tobacco-Free Workplace: In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of the contract.
36. Bid Documents: The complete bid includes the following documents:
 - Notice Calling For Bids
 - Instructions For Bidders
 - Special Provisions
 - Information Required of Bidders
 - Bid Form
 - Non-collusion Declaration
 - Workers' Compensation Certificate
 - Drug -Free Workplace Certification
 - Notice to Contractors Regarding Criminal Records Check

- Certification By Contractor Criminal Records Check
- Tobacco Free Workplace Certification

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

37. Renewal Option: The contract will begin on or after February 2, 2016 and terminate on February 1, 2017. Contract may be extended up to four (4) additional years, one year at a time by mutual agreement, in accordance with California Education Code 81644. If the renewal option is exercised, District will notify contractor prior to the expiration date of the original order or contract.

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

_____ Option Granted
 _____ Option Not Granted

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

_____ Option Granted
 _____ Option Not Granted

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

_____ Option Granted
 _____ Option Not Granted

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

_____ Option Granted
 _____ Option Not Granted

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

39. Term of Contract: The term of the contract is for one (1) year with option to extend for (4) years, one (1) year at a time. Contract start date is expected to be on or after February 2, 2016.

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

Option Granted _____

Option Not Granted _____

SPECIAL PROVISIONS

BID NO, 1505

KITCHEN EQUIPMENT FOR FOOD SERVICES

1. Contact Leo Bas, Garden Grove Unified School District Assistant Director of Food Services at (714) 663-6155 to schedule delivery, installation and start-up of new equipment and pick-up and transport of district owned equipment.
2. Authorized dealer will be required to uncrate all equipment and to discard all packing materials. No packing materials are to be discarded at the school sites.
3. All equipment, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order.
4. No charges for the transportation, installation, set-up, handling, containers, packing will be allowed unless specified in the quotation. All equipment shall be subject to inspection and acceptance or rejection of the district at time of delivery.
5. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the supplier's expense. Any equipment received by the district which within fourteen (14) days of delivery, is deemed inoperable or damaged shall be returned to the vendor for repair or exchange at the vendor's expense.
6. Transportation/shipping, installation and all costs associated with the delivery, installation and set-up of the equipment in this bid shall be listed on the Bid Form. The district requires that all bidders state their expected lead time for the equipment to be furnished under this contract.

INFORMATION REQUIRED OF BIDDER

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

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

(2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

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

(4) State of California License No. _____
Name of License holder: _____
License Expiration date: _____

(5) Have you ever been licensed under a different name or different license number?
Yes _____ No _____ If "Yes," give name and license number.

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(12) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District?
Yes ___ No ___ If so, please elaborate.

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

(1) _____
(2) _____
(3) _____
(4) _____
(5) _____

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

1. Name: _____
Address and Telephone: _____

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

Contract Amount: _____

2. Name: _____
Address and Telephone: _____

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

Contract Amount: _____

3. Name: _____
Address and Telephone: _____

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

Contract Amount: _____

4. Name: _____
Address and Telephone: _____

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

Contract Amount: _____

5. Name: _____
Address and Telephone: _____

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

Contract Amount: _____

(15) Additional information: _____

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

Signature

Print Name

Title

Date

BID FORM
KITCHEN EQUIPMENT FOR FOOD SERVICES BID NO. 1505

Name of Bidder: _____

Item #	Type of Equipment	Make	Model	Quantity	Unit Price	Shipping Cost per Unit	Delivery Time	Warranty
1	Hot Cabinet	Cres Cor	H-137-SUA-12D-SD H137S182	25				
2	Transport Cabinet	Cres Cor	1091840	25				
3	Retherm unit	Cres Cor	RO-151-FW-UA-18D E	3				
4	Single Oven	Montague	115A (with 3.5" and no caster)	10				
5	Double Oven	Montague	2-115A (with 3.5" and no caster)	20				
6	Milk Cooler	Bev Air	ST34N-S	5				
7	Milk Cooler	Bev Air	SM34N-S	2				
8	Milk Cooler	Bev Air	ST49N-S	25				
9	Milk Cooler	Bev Air	SM49N-S	5				
10	Milk Cooler	Bev Air	ST58N-S	5				
11	Milk Cooler	Bev Air	SM58N-S	5				
12	Ice Machine	Ice-O-Matic	ICE0500HA w/bin	5				
13	Ice Machine	Ice-O-Matic	ICE0500HA without bin	5				
14	Ice Machine	Ice-O-Matic	ICE0400HA w/bin and without	5				
15	Ice Machine	Ice-O-Matic	ICE0400HA without bin	5				
16	Steam Kettle	Groen	AH/1-60	2				
17	Steam Kettle	Groen	AH/1-80	2				
18	Campus Cruiser	Cambro	CVC72 (3 wells)	30				
19	Campus Cruiser	Cambro	CVC724 (4 wells)	20				
20	Equipment Stand	Cambro	ES28RL110 (colors may vary)	30				
21	Salad Bar	Cambro	VBRHD6 (colors may vary)	35				
22	Insulated Transport Cart	Cambro	CMB1826	20				
23	Insulated Transport Cart	Cambro	CMBPHD	15				

BID FORM
KITCHEN EQUIPMENT FOR FOOD SERVICES BID NO. 1505

Name of Bidder: _____

	Type of Equipment	Brand	Model	Quan.	Unit price	Shipping Cost per Unit	Delivery Time	Warranty
24	Hot and/or Cold Camtherm	Cambro	CMBH1826LF	5				
25	Hot and/or Cold Camtherm	Cambro	CMBHC1826LF	5				
26	Hot and/or Cold Camtherm	Cambro	CMBH1826LTR	5				
27	Hot and/or Cold Camtherm	Cambro	CMBHC1826LTR	5				
28	Hot and/or Cold Camtherm	Cambro	CMBH1826TSF	5				
29	Hot and/or Cold Camtherm	Cambro	CMBH1826TBF	5				
30	Hot and/or Cold Camtherm	Cambro	CMBHC1826TSF	5				
31	Hot and/or Cold Camtherm	Cambro	CMBHC1826TBC	5				
32	Hot and/or Cold Camtherm	Cambro	CMBHC1826TTR	5				
33	Hot and/or Cold Camtherm	Cambro	CMBH1826TTR	5				
34	Hot and/or Cold Combo Cart PLUS	Cambro	CMBPLHHD	5				
35	Hot and/or Cold Camtherm	Cambro	CMBPHHD	5				
36	Hot and/or Cold Camtherm	Cambro	CMBPTHHD	5				
37	Sliding Ice Caddies	Cambro	ICS175L4S (all swivel wheels)	20				
38	CamCarts	Cambro	UPC800	30				
39	CamCarts	Cambro	UPC1600	10				
40	CamCarts	Cambro	UPC1600HD	5				

Bid Form Kitchen Equipment For Food Services Bid No. 1505

Signature _____

BID FORM
KITCHEN EQUIPMENT FOR FOOD SERVICES BID NO. 1505

Name of Bidder: _____

	Type of Equipment	Brand	Model	Quantity	Unit Price	Shipping per Unit	Delivery Time	Warranty
41	CamCarts	Cambro	UPC800SP	5				
42	CamCarts	Cambro	UPC1600SL	5				
43	CamCarts	Cambro	UPCGL1600SP	5				
44	Heated CamCarts	Cambro	UPCHW400	5				
45	Heated CamCarts	Cambro	UPCH800	5				
46	Heated CamCarts	Cambro	UPCHT800	5				
47	Heated CamCarts	Cambro	UPCHTD800	5				
48	Can Opener	Edlund	266	20				
49	Can Opener	Edlund	203	10				
50	1 door freezer	Traulsen	G12011 (with casters)	10				
51	2 door freezer	Traulsen	G22010 (with casters)	10				
52	3 door freezer	Traulsen	G31310 (with casters)	12				
53	1 door refrigerator	Traulsen	G10011 (with casters)	10				
54	2 door refrigerator	Traulsen	G20010 (with casters)	20				
55	3 door refrigerator	Traulsen	G30010 (with casters)	15				
56	Utility Cart	Lakeside	#947 (all swivel wheels)	40				
57	Utility Cart	Lakeside	#422 (all swivel wheels)	40				
58	Utility Cart	Lakeside	#521 (all swivel wheels)	40				
59	Food processor	Robocoup	Robc-R2BCLR	5				
60	Sheet Pan Racks	Win-Holt	AL-1820B	15				
61	Food Pan Rack	Win-Holt	SSPR-1320	15				
62	Air Curtain (Fly Fan)	Mars	STD 48-1U	10				
63	Pallet Jack	Crown	PHT 50 27-48					
	Installation		Hourly Rate for Installation					

BID FORM
 KITCHEN EQUIPMENT FOR FOOD SERVICES BID NO. 1505

Name of Bidder: _____

Please list discount off current catalog price of the following brands. Catalog pricing must be attached.	
Brand	Percentage (Enter Percentage as . _____ Not as Whole Numbers)
Alto-Sham	
Beverage Air	
Blodgett	
Cambro	
Cres Cor	
Duke	
Edulund	
GA Systems	
Groen	
Hobart	
Ice-O-Matic	
Lakeside	
Mars	
Metro	
Montague	
Robcoup	
Royal Work Tables	
Southbend	
Sunkist	
Toastmaster	
Traulsen	
Vendsight	
Volrath	
Win Holt	

Bid Form Kitchen Equipment For Food Services Bid No. 1505
 Signature _____

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

Title

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

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

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

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

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

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

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Garden Grove Unified School District:

I, _____ certify that:
Name of Transportation Contractor

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

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

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

TOBACCO USE POLICY CERTIFICATION

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

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

Name of Transportation Contractor

Signature

Date