



GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street

Glendale, CA 91206

Nutrition Services Equipment

Bid Number P-59-16/17

Mandatory Bidders Conference: May 5, 2016 2:00 PM Sharp!

Glendale Unified School District
223 N Jackson Street, Room 305
Glendale, CA 91206

Bid Submittal & Opening Date: June 2, 2016 11:00 AM Sharp!

Glendale Unified School District
223 N Jackson Street, Room 305
Glendale, CA 91206

GLENDALE UNIFIED SCHOOL DISTRICT
BIDDERS PACKAGE

Bid Number – P-59-16/17
Nutrition Services Equipment

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Notice to Bidders – Bid No. P-59-16/17

DISTRICT: Glendale Unified School District
PROJECT ID: Nutrition Services Equipment
PROJECT NUMBER: Bid Number P-59-16/17
BIDS DUE: June 2, 2016; 11:00 AM
Submit Bids To: Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206
Mandatory Conference: Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206
May 5, 2016, 2:00 PM

BID DOCUMENTS AVAILABLE: <http://www.gusd.net/Page/662>

NOTICE IS HEREBY GIVEN that Glendale Unified School District, acting by and through its Board of Education, hereinafter the “District” will receive up to, but not later than the above stated date and time, sealed Bids for the Contract for the Work generally described as: BID #P-59-16/17 – Nutrition Services Equipment. All bids shall be made and presented only on the forms presented by the District. Bids shall be opened and publicly read aloud at the above state time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

Mandatory Bidder’s Conference. The District will conduct a ONE-TIME ONLY MANDATORY IN-PERSON CONFERENCE AND JOB WALK for the Work to be held at the location, date and time stated above. Failure to attend and sign-in will render such Bid to be non-responsive. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened. Allocate extra time due to parking restrictions in the area.

Bid Security. Each Bid shall be accompanied by Bid Security in an amount ONE THOUSAND DOLLARS AND 00/100. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

No Withdrawal of Proposals. No Bidder shall withdraw its Proposal for a period of ninety (90) days after the award of the Contract by the District’s Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Bid.

Waiver of Irregularities. The District reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest, responsive Bid. District further reserves the right to make multiple awards. If the Bid requires Bidders to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with this Notice and the Instructions for Bidders.

Minimum contract term is one (1) year. Prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent in writing by the District and Contractor for an additional four (4) years in accordance with provisions contained in Education Code Section 17596 and the bid documents.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Project. The Bidder is advised that all inquiries and clarifications about the Bid documents, specifications, etc., shall be submitted to the District in writing no later than May 19, 2016, 8:00 AM. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Gioconda Padilla, Director, Procurement & Contract Services, 223 N. Jackson Street, Glendale, CA 91206; or via Email at: gpadilla@gusd.net; or via facsimile at 818.247.8254.

Gioconda Padilla
Director, Procurement & Contract Services
GLENDALE UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
FOR: The Board of Education

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Instruction for Bidders

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Glendale Unified School District (“District” or “Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1.01 Preparation and Submittal of Bid Proposal

- A. Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.
- B. Taxes. Do Not Include** California State Sales or Use-Taxes in unit prices. **Do not include** or add Federal Excise Tax as the District is exempt.
- C. Fuel Surcharge. Do Not Include** fuel surcharges. The District reserves the right to disallow fuel surcharges.
- D. Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
- E. Date and Time of Bid Proposal Submittal.** A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the clock located in the Procurement & Contract Services Department, Room 305, of the Glendale Unified School District. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.
- F. Alternate Bid Item(s).** If the Bid Proposal forms do not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the

District may deem the Bid Proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid Proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder's Bid Proposal for such alternate item(s).

1.02 Bid Security

Bid Security shall be in the form of: (a) a certified or cashier's check made payable to the District or (b) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a California Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the "Bid Security") in an amount not less than the stated percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.

1.03 Bid Signatures

All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder. All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. If Corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

1.04 Modifications

Changes to the Bid Proposal which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.

1.05 Erasures; Inconsistent or Illegible Bid Proposals

Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.

1.06 Examination of Site and Contract Documents

Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

1.07 Withdrawal of Bid Proposal

Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.

1.08 Documents Required Upon Award of Contract

The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

1.09 Interpretation of Drawings, Specifications or Contract Documents

Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid conference. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral

interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.10 Request for Substitutions Prior to Bid Opening

Any Bidder may submit Request(s) for Substitution on the form provided herein, together with all substantiating data, and a side-by-side comparison no later than seven (7) days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid conference. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District's evaluation of the Bid Proposals and award of the Contract.

1.11 District's Right to Modify Contract Documents.

Before the scheduled closing time for receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have attended the mandatory pre-bid conference. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive.

1.12 Cancellation or Insufficient or Non-Appropriated Funds.

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

1.13 Bidders Interested in More Than One Bid Proposal.

No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.

1.14 Award of Contract

- A. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

- B.** Award to Lowest Responsive Responsible Bidder. The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal.
- C.** Selection of Alternate Bid Items; Basis of Award of Contract. The selection of Bid Alternates for determination of the lowest Bid Proposal will be based upon the Base Bid Proposal alone or, if Bid Alternates are requested, a combination of the Base Bid Proposal and one or more Bid Alternates as selected by the District.
- D.** Alternate Bid Items Not Included in Award of Contract. During performance of the Work, it is the District's option to add or delete from the scope of the Work Alternate Bid Items that were not included in the award of Contract. District may elect to have work done at price(s) set forth in the Alternate Bid Items Proposal.
- E.** Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.
- F.** Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the

Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above.

1.15 Subcontractors

- A.** Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished (Section 00215). The District may request that one or more apparent low Bidders provide to the District within twenty-four (24) hours of bid opening the license numbers and value of work for each listed subcontractor submitted by Bidder. Any Bidder's failure to comply with the District's request may deem such Bidder's bid non-responsive and subject to rejection by the District.
- B.** Work of Subcontractors. The organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

1.16 Workers' Compensation Insurance.

Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.

1.17 Insurance.

Contractor must have the necessary insurance per Agreement. Bidders who have questions about insurance coverages are requested to present questions prior to bid opening.

1.18 Hold Harmless.

The contractor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this agreement, resulting in whole or in part from the negligent acts or

omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

1.19 Bid Security Return.

The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.

1.20 Forfeiture of Bid Security.

If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.

1.21 Contractor's License (if applicable)

No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor's License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and cannot be waived by the District or its Board of Education. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.

1.22 Anti-Discrimination.

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

1.23 Job-Walk/Conference.

- A.** District Conduct of Job-Walk/Conference. The District will conduct a Job Walk at the time and place designated in the Call for Bids. Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have obtained the Contract Documents pursuant to the Call for Bids of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job Walks, indicate whether Bidders' attendance at such additional Job-Walks is/are mandatory; in the event that any such additional Job-Walks is/are designated as being mandatory, the provisions of this section 1.21 shall be deemed to apply to such additional Job-Walks.
- B.** Mandatory Job Walk/Conference. If the Job Walk is designated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Job Walk will be grounds for the District to reject such bid and the Bid Proposal will be returned to the Bidder unopened. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the District to declare the Bid Proposal of such Bidder to be non-responsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job Walk is designated in the Call for Bids as being mandatory, the District will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned unopened to the Bidder submitting the same.
- C.** Non-Mandatory Job Walk/Conference. Unless designated in the Call for Bids as being mandatory, the Job Walk shall be deemed non-mandatory. The failure of any Bidder to have its authorized representative(s) present at such non-mandatory Job Walk shall not be a basis for deeming the Bid Proposal of such Bidder to be non-responsive. The foregoing notwithstanding, all Bidders are encouraged to attend the Job Walk. In the event that the Job Walk is not designated as being mandatory, Bid and Contract Documents may be obtained by a Bidder, on or after the time designated for the Job Walk; in such event, if such Bidder desires a Job Walk to be conducted, it shall be the sole and exclusive responsibility of such Bidder to request, in writing, that the District conduct an additional Job Walk. The District may, in its sole and exclusive discretion, elect to conduct or not conduct such requested Job Walk with consideration of factors such as the time remaining before the scheduled

closing time for the receipt of Bid Proposals; the District may condition the conducting of such requested Job Walk upon reimbursement, by the Bidder requesting such Job Walk, of the actual or reasonable costs of the District's personnel and/or the District's agents or representatives in arranging for and conducting such Job Walk. The election of the District not to conduct a Job Walk requested by a Bidder obtaining the Contract Documents after the date and time designated in the Call for Bids for the Job Walk shall not operate to waive, limit or restrict any of the provisions of the Contract Documents, the Bidder's submittal of a Bid Proposal in conformity with the Contract Documents, or if awarded the Contract, performance of the Work and other obligations in strict conformity with the Contract Documents. If the District elects to conduct an additional Job Walk requested by a Bidder who has obtained the Contract Documents after the time designated in the Call for Bids for the Job Walk, the District shall notify all other Bidders who have theretofore obtained the Contract Documents of such requested Job Walk and the date, time and place where such requested Job Walk will be conducted and all such other Bidders may attend such requested additional Job Walk.

1.24 Drug Free Workplace Certificate.

In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

1.25 Compliance with Immigration Reform and Control Act of 1986.

The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. ("IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

1.26 Notice of Intent to Award Contract.

Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Education meeting at which award of the Contract will be considered.

1.27 Bid Protest.

Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

- A. The bid protest is in writing and identified with the name, address, telephone number, and email of the person representing the protesting party;
- B. The bid protest is received by the District's Director of Procurement & Contract Services before 5:00 pm of the THIRD (3RD) business day following the date of bid opening; and
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
- D. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- E. The procedure and time limits set forth herein are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

1.28 Public Records.

All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

1.29 Patents.

The vendor shall hold the Glendale Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

1.30 Freight and Installation

Awarded Bidder shall deliver and install all equipment and accessories at no charge to the District, terms are F.O.B destination; except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. At this point, District and Bidder shall discuss freight and installation costs.

1.31 Additional Delivery Charge

If the delivery for equipment exceeds 100 miles from Glendale Unified School District's office, the Bidder may add an additional delivery charge negotiated between the District and the Bidder.

1.32 Installers (if applicable)

All installers must be employed by the awarded Contractor, unless the District requires prevailing wage. The dealer then may use a third party installation company to meet a District's requirement for prevailing wage. The third party company must meet the district guidelines in order to deliver items at school sites, such as finger printing, background checks.

1.33 Storage Fees

After a thirty-day period, a Bidder may require a storage fee charge for holding equipment due to delays in the project. The cost will be determined by the time and amount of furniture being stored. All fees will be negotiated between Bidder and District.

1.34 Re-delivery

If a re-delivery is required there may be an additional charge by the awarded Bidder. The additional fee will be agreed upon by the District and Bidder.

1.35 Prompt Payment Discount

The District encourages bidders to offer cash discounts for prompt payment etc.; however, unless provided elsewhere in the solicitation, cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers to determine the successful bidder for award of any resulting contract.

1.36 Delivery Location

Delivery locations may not have loading docks. The Bidder will be required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities is required.

1.37 Pricing - Minimum Contract Term.

Minimum contract term is through June 30, 2017, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of the District and vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as determined by the Los Angeles Producer Price Index (PPI), but may never exceed five percent (5%) in any contract year. In the event of a general price decrease the District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.

1.38 Multi-Year Extensions.

Subject to the provisions of paragraph 1.32 (above), and pursuant to California Education Code Sections 17596 and 81644, this bid may be extended by mutual consent expressed in writing for four (4) additional one year increments.

1.39 No Minimum or Maximum Quantities

The District anticipates requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders shall be allowed to the awarding district and all participating agencies at the prices quoted.

1.40 Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

1.41 E-Commerce (B2B) Clause

The advent of electronic commerce (E-Commerce) and the development of Business-to-Business (B2B) internet sites have created certain opportunities for both public entities and business. As the originator and author of this bid documents, the Glendale Unified School

District and other sponsoring agencies authorize qualified firms to list the products represented in the final award of this bid on internet sites, subject to the approval of the awarded Contractor(s).

1.42 Standard Commercial Use (Product Only)

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

1.43 Warranty/Quality.

The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

1.44 Preferential Pricing

The District shall be given the benefit of any lower prices which may for comparable quantity and delivery be given by the Contractor to any other school District, State, County, Municipal or local government agency for the products listed herein.

1.45 Prevailing Wage Rates, Employment of Apprentices and Labor Compliance Program (if applicable)

- A. Payment of Prevailing Wage Rates. The bidder and all potential Subcontractors shall utilize the relevant prevailing wage rate determinations in the PREVAILING WAGE SCALE established by the Director of Department of Industrial Relations in effect on the first advertisement date of the Notice to Contractor's Calling For Bids in preparing the Bid Proposal and all component price quotations. Copies of rate schedules are available on the Internet at <http://www.dir.ca.gov/OPRL/PWD/>.
- B. Apprenticeship Committee Contract Award Information. Pursuant to Labor Code §1777.5 and Title 8 California Code of Regulations §230, the Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS form 140 included in Section 00900 of the Contract Specifications) to the appropriate local apprenticeship committees whose geographical area of operation include the area of the Project and who can supply apprentices to the Project. Contractors and Subcontractors must also submit a copy of the forms to the District.

- C. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DSLE Form PW 26 included in Section 00900 of the Specifications) must be completed and submitted to the District by each Contractor and Subcontractor of any tier who pays benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. See Article 4.21.9 of the Contract General Conditions.
- D. Notice of Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the work of the requirements concerning payment of prevailing wage rates, payroll records, hours of work, employment of apprentices and the District's LCP requirements and enforcement procedures set forth in Article 4.21 of Section 00700 (General Conditions) and Section 00900 of the Contract Specifications.

1.46 Exceptions to Terms and Conditions

Any exceptions to the District's terms and conditions must be clearly stated in responses to this Bid. Any exception must include the details of the exception and the reasons for it. The District reserves the right to disqualify vendors taking exception to its terms and conditions. Vendors taking exception after notice of award will be disqualified from award of contract.

1.47 Good Financial Standing with Manufacturer(s)

If awarded, the District may require a letter from the manufacturer(s) to ensure that dealer/distributor is in good financial standing and is an authorized dealer of the awarded manufacturer. If by chance a dealer/distributor is not an authorized dealer/distributor and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The District reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

1.48 Independence of Bid

By submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

Bid Form

TO: **GLENDALE UNIFIED SCHOOL DISTRICT**, a California School District, acting by and through its Board of Education (“District”), 223 N. Jackson Street, Glendale, CA 91206.

FROM:

(Name of Bidder as listed on License)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

A. Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Bid #P-259-16/17 Nutrition Services Equipment

GO TO APPENDIX A

B. Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal, List of Subcontractors, Non-Collusion Affidavit, Statement of Bidder’s Qualifications, and Bid Security (Cashier’s Check, Certified Check or Bid Bond).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within seven (7) calendar days after notification of acceptance and award.

Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Performance Bond; (2) Certificates of Insurance evidencing all insurance coverage required to be provided under the Contract Documents; and (3) the Certificate of Workers' Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents

valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.09 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

(Corporate Seal)

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above, pursuant to the Instruction for Bidders Section 1.03. All signatures must be made in permanent blue ink.*

**All pages of the bid form, including Appendix A
must be completed and submitted with your bid package.**

Bid Guarantee Form

Accompanying this Bid Proposal is a cashier's check or a certified check payable to the order of the Glendale Unified School District in the amount of:

(WRITE OUT AMOUNT: _____

(\$ _____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a contract with and furnish the sureties required by the District within the required time; otherwise, said cash or check is to be returned to the undersigned.

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

This form must be completed and submitted with your proposal in lieu of a BID BOND

Bid Bond (Security)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal (“Principal”),

and _____ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _____

and authorized to do business as a surety in the State of California, are held and firmly bound unto the Glendale Unified School District (“District”) of Los Angeles County, State of California as Obligee, in the sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation

GLENDALE UNIFIED SCHOOL DISTRICT

under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

GLENDALE UNIFIED SCHOOL DISTRICT

Piggyback Clause Form

Bid No. P-59-16/17 – Nutrition Services Equipment

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Glendale Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____

(Please initial)

Piggyback option not granted _____

Exclusions:

This form must be completed and submitted with your bid package.

Substitution Request Form*

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

Specified Item	Requested Substituted Item	Agree to Provide Specific Item in the Event Request is Denied (circle one)		District Decision (circle one)	
1)		Yes	No	Grant	Deny
2)		Yes	No	Grant	Deny
3)		Yes	No	Grant	Deny
4)		Yes	No	Grant	Deny
5)		Yes	No	Grant	Deny
6)		Yes	No	Grant	Deny
7)		Yes	No	Grant	Deny
8)		Yes	No	Grant	Deny

This Substitution Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the specified item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution will have no adverse effect on schedule or specified warranty requirements.
2. Maintenance and parts will be available locally for the proposed substitution.

Name of Bidder: _____

By: _____

District Authorization: _____

By: _____

NOTE: Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.

Bid No. P-59-16/17 – Nutrition Services Equipment

This form must be completed and submitted with your bid package.

Non-Collusion 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].

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Bid No. P-59-16/17 – Nutrition Services Equipment

This form must be completed and submitted with your bid package.

Criminal Background Investigation / Fingerprinting Certification

PROJECT/CONTRACT NO.: Bid P-59-16/17 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice (“DOJ”) has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

This form must be completed and submitted with your bid package.

Tobacco-Free Environment Certification

PROJECT/CONTRACT NO.: Bid P-59-16/17 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

This form must be completed and submitted with your bid package.

Drug-Free Workplace Certification

PROJECT/CONTRACT NO.: Bid P-59-16/17 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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 doing 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 or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;

2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 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 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 section 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: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

This form must be completed and submitted with your bid package.

Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the Glendale Unified School District (hereinafter called the District) and _____ (hereinafter called the Vendor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Vendor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.

Delivery: Time of delivery of services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.

Payments: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering District, and a proper invoice submitted, the ordering District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefor, the sums set opposite each item.

Warranty: Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Vendor's part to indemnify, defend and hold the District and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of

GLENDALE UNIFIED SCHOOL DISTRICT

the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Indemnification Provisions: Vendor shall save, defend, hold harmless and indemnify the District, its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor, any subcontractors, or any employee, agent or representative of Vendor and/or its subcontractors.

Anti-Discrimination: Pursuant to Board Policy 4030, Glendale Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Vendor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Vendor agrees to require such compliance by all subcontractors employed on the Contract by the Vendor.

Termination: When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District will notify the vendor and provide a commercially reasonable timeframe to cure. If the vendor does not perform within a reasonable timeframe, then the District may, at its sole discretion, annul and set aside the agreement entered into with said vendor or contractor, either in whole or in part, and make and enter into a new agreement for the same items in such manner as seems to the Board of Education to be to the best advantage of the Glendale Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.

Performance: Vendor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to the District's satisfaction. Vendor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Vendor under this Agreement. Vendor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the District

required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Extra and/or additional specifications and changes: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- A. By an acceptable lump sum proposal from the Vendor.
- B. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Agreement unless a written statement setting forth the object of the change, its character, amount, and the expense thereof first submitted to the District and written consent thereto obtained.

Insurance: Vendor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Vendor and the District against liability or claims of liability which may arise out of this Agreement. In addition, Vendor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Vendor shall provide the District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name the District and their officers, agents, and employees as additional insured under said policy.

Inspection of items: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

Removal of rejected items: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Assignment of Agreement: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of the District.

Contact with Students: Vendor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Vendor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Vendor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Vendor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Vendor shall be subject to and shall comply with this section and it shall be the Vendor's responsibility to require compliance with this section. Vendor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Vendor nor any subcontractor of Vendor will have contact with pupils, no fingerprinting of Vendor or its agents, subcontractors or employees is required by this Agreement.

Severability: If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Gioconda Padilla, Director
Procurement & Contract Services
223 N. Jackson Street, Room 305
Glendale, CA 91206
Email: gpadilla@gusd.net

Debarment: Vendor shall certify that neither Vendor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Vendor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Vendor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

Delivery Location: Delivery locations may not have loading docks. The Vendor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities is required.

Order Dates: Orders may be placed during the term of the Agreement even if delivery may not be made until after the term of the Agreement. Order dates take precedence over delivery dates. The Vendor must clearly identify the order date on all invoices to the District.

Orders: The Vendor shall receive Purchase Orders from the District on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing of the bid.

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

Pricing - Minimum Contract Term: Minimum contract term is through June 30, 2017, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of the District and vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as determined by the Los Angeles Producer Price Index (PPI), but may never exceed five percent (5%) in any contract year. In the event of a general price decrease the District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.

Continued Signature Page...

Agreement Signature Page

I have read all terms of the “Agreement” and will accept these terms as outlined if awarded this bid:

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

GLENDALE UNIFIED SCHOOL DISTRICT,

a California School District

By:

Robert McEntire

Chief Business and Financial Officer

By:

Name:

Title:

(Corporate Seal)

GLENDALE UNIFIED SCHOOL DISTRICT

Payment Bond

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the Glendale Unified School District, (or “District”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)

(“Project” or “Contract”)

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____, (“Surety”) are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth,

GLENDALE UNIFIED SCHOOL DISTRICT

and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Performance Bond

PERFORMANCE BOND (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the Glendale Unified School District, (“District”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
 (“Project” or “Contract”)

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ (“Surety”) are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents,

GLENDALE UNIFIED SCHOOL DISTRICT

as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) ____ - _____

Fax No.: (____) ____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

GLENDALE UNIFIED SCHOOL DISTRICT

Warranty and Guarantee Form

1. _____ ("Contractor")

hereby agrees that the _____ ("Work" of Contractor)

which Contractor has installed for the Glendale Unified School District ("District")

for the following project: _____ ("Project" or "Contract")

was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of _____ **YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20__.

3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **SEVEN (7)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. Representatives to be contacted for service subject to the terms of Contract:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL:

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

END OF DOCUMENT

Appendix A – Authorized Bid Form Pricing

**All pages of the bid form, including Appendix A
must be completed and submitted with your bid package.**

**BID FORM - APPENDIX A
 BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
 LINE ITEMS**

Line	Mfg	Model	Description	UNIT PRICE
1	Beverage-Air	ST34N-S	School Milk Coolers Dual Access, Cold Wall ST Series	\$ -
2	Beverage-Air	ST49N-S	School Milk Coolers Dual Access, Cold Wall ST Series	\$ -
3	Beverage-Air	ST58N-S	School Milk Coolers Dual Access, Cold Wall ST Series	\$ -
4	Beverage-Air	STF49	School Milk Coolers Dual Access, Forced-Air STF Series	\$ -
5	Beverage-Air	STF58	School Milk Coolers Dual Access, Forced-Air STF Series	\$ -
6	Beverage-Air	SM34N	School Milk Coolers SM Series	\$ -
7	Beverage-Air	SM49N	School Milk Coolers SM Series	\$ -
8	Beverage-Air	SM58N	School Milk Coolers SM Series	\$ -
9	Beverage-Air	SMF34Y	School Milk Coolers Single Access, Forced-Air SMF Series	\$ -
10	Beverage-Air	SMF49Y	School Milk Coolers Single Access, Forced-Air SMF Series	\$ -
11	Beverage-Air	SMF58	School Milk Coolers Single Access, Forced-Air SMF Series	\$ -
12	Traulsen	RHT132NPUT-FHS	N-Width Pass-Thru Refrigerator/Self-Contained 1-Section Full Length Door Stainless Exterior & Interior R-Series	\$ -
13	Traulsen	RHT232NPUT-FHS	N-Width Pass-Thru Refrigerator/Self-Contained 2-Section Full Length Door Stainless Exterior & Interior R-Series	\$ -
14	Traulsen	RHT332NPUT-FHS	N-Width Pass-Thru Refrigerator/Self-Contained 3-Section Full Length Door Stainless Exterior & Interior R-Series	\$ -
15	Traulsen	RHT132NPUT-HHS	N-Width Pass-Thru Refrigerator/Self-Contained 1-Section Half Length Door Stainless Exterior & Interior R-Series	\$ -
16	Traulsen	RHT232NPUT-HHS	N-Width Pass-Thru Refrigerator/Self-Contained 2-Section Half Length Door Stainless Exterior & Interior R-Series	\$ -
17	Traulsen	RHT332NPUT-HHS	N-Width Pass-Thru Refrigerator/Self-Contained 3-Section Half Length Door Stainless Exterior & Interior R-Series	\$ -
18	Traulsen	AHT132NPUT-FHS	N-Width Pass-Thru Refrigerator/Self-Contained 1-Section Full Length Door Stainless Exterior, Anodized Aluminum Interior A-Series	\$ -
19	Traulsen	AHT232NPUT-FHS	N-Width Pass-Thru Refrigerator/Self-Contained 2-Section Full Length Door Stainless Exterior, Anodized Aluminum Interior A-Series	\$ -
20	Traulsen	AHT332NPUT-FHS	N-Width Pass-Thru Refrigerator/Self-Contained 3-Section Full Length Door Stainless Exterior, Anodized Aluminum Interior A-Series	\$ -

BID FORM - APPENDIX A
BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
LINE ITEMS

Line	Mfg	Model	Description	UNIT PRICE
21	Traulsen	AHT132NPUT-HHS	N-Width Pass-Thru Refrigerator/Self-Contained 1-Section Half Length Door Stainless Exterior, Anodized Aluminum Interior A-Series	\$ -
22	Traulsen	AHT232NPUT-HHS	N-Width Pass-Thru Refrigerator/Self-Contained 2-Section Half Length Door Stainless Exterior, Anodized Aluminum Interior A-Series	\$ -
23	Traulsen	AHT332NPUT-HHS	N-Width Pass-Thru Refrigerator/Self-Contained 3-Section Half Length Door Stainless Exterior, Anodized Aluminum Interior A-Series	\$ -
23-1	Traulsen Line items 12 through 23 (Refer to Cut-Sheet):			
24	Traulsen	Options & Accessories	• No. 1 Type Tray Slides To Accommodate either (1) 18" x 26" or (2) 14" x 18" Pans	\$ -
25	Traulsen	Options & Accessories	• No. 4 Type Tray Slides To Accommodate (1) 18" x 26" Sheet	\$ -
26	Traulsen	Options & Accessories	Pans (rod type, equips 1/2 section)	\$ -
27	Traulsen	Options & Accessories	• Universal Type Tray Slides (contact factory)	\$ -
28	Traulsen	Options & Accessories	• Additional Wire Shelves or Optional Stainless Steel Shelves	\$ -
29	Traulsen	Options & Accessories	• EZ-Change Interiors (#1, universals, universal heavy duty	\$ -
30	Traulsen	Options & Accessories	tray slides and shelves)	\$ -
31	Traulsen	Options & Accessories	• EZ-Open Foot Pedal (full height doors only)	\$ -
32	Traulsen	Options & Accessories	• Bare Tube Coil (232NP only)	\$ -
33	Traulsen	Options & Accessories	• Locking Hasps (padlocks supplied by others)	\$ -
34	Traulsen	Options & Accessories	• Optional 220/50/1 or 208/115/60/1 Voltages	\$ -
35	Traulsen	Options & Accessories	• Kool Klad Exterior Laminate Decor	\$ -
36	Traulsen	Options & Accessories	• Set of Four (4) 4-5/8" or 6" High Casters In Lieu of Legs	\$ -
37	Traulsen	Options & Accessories	• Other Support Options: 4-1/2" High Base or 6" High Kickplate	\$ -
38	Traulsen	Options & Accessories	• Remote Applications (see form TR35837 for more details)	\$ -
39	Traulsen	Options & Accessories	• Remote For Use With 20°F Glycol System	\$ -

BID FORM - APPENDIX A
BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
LINE ITEMS

Line	Mfg	Model	Description	UNIT PRICE
40	Traulsen	Options & Accessories	• Clear Glass Door(s) In Place Of One Or More Solid Door(s)	\$ -
41	Traulsen	Options & Accessories	• Remote Monitoring (monitoring supplied by E-Control)	\$ -
42	Traulsen	RLT232NUT-FHS*	N-Width Reach-In Freezer/Self-Contained R-Series Stainless Exterior & Interor 2-Section Full Length Door	\$ -
43	Traulsen	RLT332NUT-FHS	N-Width Reach-In Freezer/Self-Contained R-Series Stainless Exterior & Interor 3-Section Full Length Door	\$ -
44	Traulsen	RLT232NUT-HHS*	N-Width Reach-In Freezer/Self-Contained R-Series Stainless Exterior & Interor 2-Section Half Length Door	\$ -
45	Traulsen	RLT332NUT-HHS	N-Width Reach-In Freezer/Self-Contained R-Series Stainless Exterior & Interor 3-Section Half Length Door	\$ -
46	Traulsen	ALT232NUT-FHS*	N-Width Reach-In Freezer/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Full Length Door	\$ -
47	Traulsen	ALT332NUT-FHS	N-Width Reach-In Freezer/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 3-Section Full Length Door	\$ -
48	Traulsen	ALT232NUT-HHS*	N-Width Reach-In Freezer/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Half Length Door	\$ -
49	Traulsen	ALT332NUT-HHS	N-Width Reach-In Freezer/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 3-Section Half Length Door	\$ -
49-1	Traulsen Line items 42 through 49 (Refer to Cut-Sheet):			
50	Traulsen	Options & Accessories	• Stainless Steel Finished Back With Rear Louvers	\$ -
51	Traulsen	Options & Accessories	• Remote Applications (see form TR35837 for more details)	\$ -
52	Traulsen	Options & Accessories	• No. 1 Type Tray Slides To Accommodate either (1) 18" x 26" or (2) 14" x 18" Pans	\$ -
53	Traulsen	Options & Accessories	• No. 4 Type Tray Slides To Accommodate (1) 18" x 26" Sheet Pans (chrome rod type, equips 1/2 section)	\$ -
54	Traulsen	Options & Accessories	• Universal Type Tray Slides To Accommodate Either (1) 18" x 26" or (2) 14" x 18", or (2) 12" x 20" Pans	\$ -
55	Traulsen	Options & Accessories	• EZ-Change Interiors (#1, universals, universal heavy duty tray slides and shelves)	\$ -
56	Traulsen	Options & Accessories	• EZ-Open Foot Pedal (full height doors only)	\$ -
57	Traulsen	Options & Accessories	• Bare Tube Coil (232N only)	\$ -
58	Traulsen	Options & Accessories	• Additional Wire Shelves or Optional Stainless Steel Shelves	\$ -

BID FORM - APPENDIX A
BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
LINE ITEMS

Line	Mfg	Model	Description	UNIT PRICE
59	Traulsen	Options & Accessories	• Optional 220/50/1 or 208/115/60/1 Voltages	\$ -
60	Traulsen	Options & Accessories	• Kool Klad Exterior Laminate Decor (specify brand/color)	\$ -
61	Traulsen	Options & Accessories	• Set of Four (4) 4-5/8" or 6" High Casters In Lieu of Legs	\$ -
62	Traulsen	Options & Accessories	• Other Support Options: 4-1/2" High Base or 6" High Kickplate	\$ -
63	Traulsen	Options & Accessories	• Remote Monitoring (monitoring supplied by E-Control)	\$ -
64	Traulsen	RHT126WUT-FHS	26" Deep Reach-In Refrigerator/Self-Contained R-Series Stainless Exterior & Interor 1-Section Full Length Door	\$ -
65	Traulsen	RHT226WUT-FHS	26" Deep Reach-In Refrigerator/Self-Contained R-Series Stainless Exterior & Interor 2-Section Full Length Door	\$ -
66	Traulsen	RHT126WUT-HHS	26" Deep Reach-In Refrigerator/Self-Contained R-Series Stainless Exterior & Interor 1-Section Half Length Door	\$ -
67	Traulsen	RHT226WUT-HHS	26" Deep Reach-In Refrigerator/Self-Contained R-Series Stainless Exterior & Interor 2-Section Half Length Door	\$ -
68	Traulsen	AHT126WUT-FHS	26" Deep Reach-In Refrigerator/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 1-Section Full Length Door	\$ -
69	Traulsen	AHT226WUT-FHS	26" Deep Reach-In Refrigerator/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Full Length Door	\$ -
70	Traulsen	AHT126WUT-HHS	26" Deep Reach-In Refrigerator/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 1-Section Half Length Door	\$ -
71	Traulsen	AHT226WUT-HHS	26" Deep Reach-In Refrigerator/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Half Length Door	\$ -
71-1	Traulsen Line items 64 through 71 (Refer to Cut-Sheet):			
72	Traulsen	Options & Accessories	• Stainless Steel Finished Back With Rear Louvers	\$ -
73	Traulsen	Options & Accessories	• Re-Hinging Feature For Door(s)	\$ -
74	Traulsen	Options & Accessories	• Additional Wire Shelves	\$ -
75	Traulsen	Options & Accessories	• EZ-Open Foot Pedal (full height doors only)	\$ -
76	Traulsen	Options & Accessories	• Locking Hasps (padlocks supplied by others)	\$ -
77	Traulsen	Options & Accessories	• Export 220/50/1 Voltage	\$ -

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BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
LINE ITEMS

Line	Mfg	Model	Description	UNIT PRICE
78	Traulsen	Options & Accessories	• Stainless Steel Shelves	\$ -
79	Traulsen	Options & Accessories	• Kool Klad Exterior Laminate Decor	\$ -
80	Traulsen	Options & Accessories	• Set of Four (4) 6" High Casters In Lieu of Legs	\$ -
81	Traulsen	Options & Accessories	• Set of Four (4) 4-5/8" High Casters In Lieu of Legs	\$ -
82	Traulsen	Options & Accessories	• 4-1/2" High Stainless Steel Base In Lieu of Legs	\$ -
83	Traulsen	Options & Accessories	• 6" High Stainless Steel Kickplate (for use with standard legs)	\$ -
84	Traulsen	Options & Accessories	• Remote Applications (see form TR35837 for more details)	\$ -
85	Traulsen	Options & Accessories	• Remote For Use With 20°F Glycol System	\$ -
86	Traulsen	Options & Accessories	• Wine Holding Applications (operates at 53-57 degrees F and includes 8 wine bottle shelves per section)	\$ -
87	Traulsen	Options & Accessories	• Clear Glass Door(s) In Place Of One Or More Solid Door(s)	\$ -
88	Traulsen	Options & Accessories	• Remote Monitoring (monitoring supplied by E-Control)	\$ -
89	Traulsen	RIF132LUT-FHS*	Roll-In Freezer Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 1-Section Solid Door, 32" Deep	\$ -
90	Traulsen	RIF232LUT-FHS	Roll-In Freezer Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 2-Section Solid Door, 32" Deep	\$ -
91	Traulsen	RIF332LUT-FHS	Roll-In Freezer Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 3-Section Solid Door, 32" Deep	\$ -
92	Traulsen	AIF132LUT-FHS*	Roll-In Freezer Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 1-Section Solid Door, 32" Deep	\$ -
93	Traulsen	AIF232LUT-FHS	Roll-In Freezer Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Solid Door, 32" Deep	\$ -
94	Traulsen	AIF332LUT-FHS	Roll-In Freezer Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 3-Section Solid Door, 32" Deep	\$ -
94-1	Traulsen Line items 89-94 through 45 (Refer to Cut-Sheet):			
95	Traulsen	Options & Accessories	• Stainless Steel Finished Back With Rear Louvers	\$ -
96	Traulsen	Options & Accessories	• Re-Hinging Feature For Door(s)	\$ -

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BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
LINE ITEMS

Line	Mfg	Model	Description	UNIT PRICE
97	Traulsen	Options & Accessories	• Wire Shelf Package For Roll-In Models (includes three wire shelves per section)	\$ -
98	Traulsen	Options & Accessories	• Additional Wire Shelves For Above	\$ -
99	Traulsen	Options & Accessories	• Stainless Steel Shelf Package For Roll-In Models (includes three stainless steel shelves per section)	\$ -
100	Traulsen	Options & Accessories	• Additional Stainless Steel Shelves For Above	\$ -
101	Traulsen	Options & Accessories	• Locking Hasps (padlocks supplied by others)	\$ -
102	Traulsen	Options & Accessories	• Export 220/50/1 Voltage	\$ -
103	Traulsen	Options & Accessories	• Kool Klad Exterior Laminate Decor	\$ -
104	Traulsen	Options & Accessories	• Remote Applications (see form TR35837 for more details)	\$ -
105	Traulsen	Options & Accessories	• Water Cooled Self-Contained Condenser Suitable for Connection To Glycol	\$ -
106	Traulsen	Options & Accessories	• Recessed Installation	\$ -
107	Traulsen	Options & Accessories	• Remote Monitoring (monitoring supplied by E-Control)	\$ -
108	Traulsen	RRI132LUT-FHS*	Roll-In Refrigerator Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 1-Section Solid Door, 32" Deep	\$ -
109	Traulsen	RRI232LUT-FHS*	Roll-In Refrigerator Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 2-Section Solid Door, 32" Deep	\$ -
110	Traulsen	RRI332LUT-FHS	Roll-In Refrigerator Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 3-Section Solid Door, 32" Deep	\$ -
111	Traulsen	ARI132LUT-FHS*	Roll-In Refrigerator Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 1-Section Solid Door, 32" Deep	\$ -
112	Traulsen	ARI232LUT-FHS	Roll-In Refrigerator Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Solid Door, 32" Deep	\$ -
113	Traulsen	ARI332LUT-FHS	Roll-In Refrigerator Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 3-Section Solid Door, 32" Deep	\$ -
113-1	Traulsen Line items 108 through 113 (Refer to Cut-Sheet):			
114	Traulsen	Options & Accessories	• Stainless Steel Finished Back With Rear Louvers	\$ -
115	Traulsen	Options & Accessories	• Re-Hinging Feature For Door(s)	\$ -

BID FORM - APPENDIX A
BID P-59-16/17 NUTRITION SERVICES EQUIPMENT
LINE ITEMS

Line	Mfg	Model	Description	UNIT PRICE
116	Traulsen	Options & Accessories	• Wire Shelf Package For Roll-In Models (includes three wire shelves per section)	\$ -
117	Traulsen	Options & Accessories	• Additional Wire Shelves For Above	\$ -
118	Traulsen	Options & Accessories	• Stainless Steel Shelf Package For Roll-In Models (includes three stainless steel shelves per section)	\$ -
119	Traulsen	Options & Accessories	• Additional Stainless Steel Shelves For Above	\$ -
120	Traulsen	Options & Accessories	• Locking Hasps (padlocks supplied by others)	\$ -
121	Traulsen	Options & Accessories	• Export 220/50/1 Voltage	\$ -
122	Traulsen	Options & Accessories	• Kool Klad Exterior Laminate Decor	\$ -
123	Traulsen	Options & Accessories	• Clear Glass Door(s) In Place Of One Or More Solid Door(s)	\$ -
124	Traulsen	Options & Accessories	• Fluorescent Lights	\$ -
125	Traulsen	Options & Accessories	• Remote Applications (see form TR35837 for more details)	\$ -
126	Traulsen	Options & Accessories	• Remote For Use With 20°F Glycol System	\$ -
127	Traulsen	Options & Accessories	• Recessed Installation	\$ -
128	Traulsen	Options & Accessories	• Remote Monitoring (monitoring supplied by E-Control)	\$ -
129	Traulsen	RRI132LPUT-FHS*	Roll-Thru Refrigerator Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 1-Section Solid Door, 32" Deep	\$ -
130	Traulsen	RRI232LPUT-FHS*	Roll-Thru Refrigerator Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 2-Section Solid Door, 32" Deep	\$ -
131	Traulsen	RRI332LPUT-FHS	Roll-Thru Refrigerator Models For 66" High Racks/Self-Contained R-Series Stainless Exterior & Interior 3-Section Solid Door, 32" Deep	\$ -
132	Traulsen	ARI132LPUT-FHS*	Roll-Thru Refrigerator Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 1-Section Solid Door, 32" Deep	\$ -
133	Traulsen	ARI232LPUT-FHS*	Roll-Thru Refrigerator Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 2-Section Solid Door, 32" Deep	\$ -
134	Traulsen	ARI332LPUT-FHS	Roll-Thru Refrigerator Models For 66" High Racks/Self-Contained A-Series Stainless Exterior, Anodized Aluminum Interior 3-Section Solid Door, 32" Deep	\$ -
134-1	Traulsen Line items 129 through 134 (Refer to Cut-Sheet):			

**BID FORM - APPENDIX A
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 LINE ITEMS**

Line	Mfg	Model	Description	UNIT PRICE
135	Traulsen	Options & Accessories	• Re-Hinging Feature For Door(s)	\$ -
136	Traulsen	Options & Accessories	• Wire Shelf Package For Roll-Thru Models (includes three wire shelves per section)	\$ -
137	Traulsen	Options & Accessories	• Additional Wire Shelves For Above	\$ -
138	Traulsen	Options & Accessories	• Stainless Steel Shelf Package For Roll-Thru Models	\$ -
139	Traulsen	Options & Accessories	(includes three stainless steel shelves per section)	\$ -
140	Traulsen	Options & Accessories	• Additional Stainless Steel Shelves For Above	\$ -
141	Traulsen	Options & Accessories	• Locking Hasps (padlocks supplied by others)	\$ -
142	Traulsen	Options & Accessories	• Export 220/50/1 Voltage	\$ -
143	Traulsen	Options & Accessories	• Glass Door(s) In Place Of One Or More Stainless Steel Door(s) (available on one or both sides, please note model number suffix will change to -FHG, n/a on three section models)	\$ -
144	Traulsen	Options & Accessories	• Kool Klad Exterior Laminate Decor	\$ -
145	Traulsen	Options & Accessories	• Remote Applications (see form TR35837 for more details)	\$ -
146	Traulsen	Options & Accessories	• Remote For Use With 20°F Glycol System	\$ -
147	Traulsen	Options & Accessories	• Recessed Installation	\$ -
148	Traulsen	Options & Accessories	• Remote Monitoring (monitoring supplied by E-Control)	\$ -
				\$ -

Appendix B – Manufacturer Cut-Sheets

Supplementary Information for Bid Pricing