



Glendale Unified School District

Request for Proposal No. 258-23/24 Commercial Kitchen Equipment for Nutrition Services

Proposals must be received at:

Procurement & Contract Services Department
223 N. Jackson St.
Glendale, CA 91206

Attention: Barbara Howard, Director, Procurement & Contract Services

By:
[September 8, 2023], at [1 pm] local time

Read all conditions and instructions carefully.
Request for Proposal (RFP) documents available for download at the Procurement & Contract Services Department webpage

Date Issued: August 4, 2023

Published: August 5, 2023 and August 12, 2023

Respondents are invited to provide information on products and services by providing a response to this RFP and submitting to the address indicated in this document by the date and time prescribed.

RFP NO. 258-23/24

Commercial Kitchen Equipment for Nutrition Services

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Request for Proposal Notice

Notice is hereby given that the governing board (“Board”) of the Glendale Unified School District (“District”) will receive sealed proposals up to but no later than **1:00 pm on September 8, 2023** for the following project (“Project” or “Contract”). Respondents to this request for proposal (RFP) shall be referred to as “Bidder” or “Contractor”. RFP shall also be referred to as “Bid”.

RFP No. 258-23/24 Commercial Kitchen Equipment for Nutrition Services

Glendale Unified School District is the lead district on behalf of Hacienda La Puente Unified School District and West Covina Unified School District for RFP No. 258-23/24. District is requesting proposals from manufacturers or factory authorized resellers/distributors for procurement of commercial kitchen equipment, and where applicable for services for delivery, set-in-place, installation, and/or haul away of replaced units and debris. The commercial equipment is for a total of eighty (80) school cafeterias and district warehouses to better serve meals to students.

Successful Contractor(s) can be awarded by category, multiple categories, or all categories of the bid. Each proposal must conform and be responsive to the bid documents, terms, and conditions. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of the sealed proposals.

Contract documents will be available on or before August 4, 2023 for review at the District Procurement & Contract Services website at: <https://www.gusd.net/Page/16074>

The District may award the Contract, if it awards it at all, to the most responsive and responsible bidder(s) that offer the best value at the lowest cost.

All inquiries regarding this bid must be submitted in writing and e-mailed to Barbara Howard at BHoward@gusd.net no later than August 23, 2023.

Glendale Unified School District

By: Barbara Howard, Director, Procurement & Contract Services

Ad Published: August 5, 2023 and August 12, 2023

Scope of Services

Glendale Unified School District is the lead district on behalf of Hacienda La Puente Unified School District and West Covina Unified School District for RFP No. 258-23/24. District is requesting proposals from manufacturers or factory authorized resellers/distributors for procurement of commercial kitchen equipment, and where applicable for services for delivery, set-in-place, installation, and/or haul away of replaced units and debris. The commercial equipment is for a total of eighty (80) school cafeterias and district warehouses to better serve meals to students. Respondents to this request for proposal (RFP) shall be referred to as “Bidder” or “Contractor”. RFP shall also be referred to as “Bid”.

- Glendale Unified School District: thirty-two (32) site cafeterias and one (1) District Warehouse
- Hacienda La Puente Unified School District: thirty (30) site cafeterias and one (1) District Warehouse
- West Covina Unified School District: fifteen (15) site cafeterias and one (1) District Warehouse

The successful Contractor(s) shall coordinate with each District for the procurement of commercial equipment, and where applicable for services for delivery, set-in-place, installation, and/or haul away of replaced units and debris.

Installation schedule shall be coordinated with each District for times that least disrupt student meal services. Removal of old equipment may be on different days than delivery and installation.

Terms and Conditions

ELIGIBILITY: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. The manufacturer’s letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.

BIDDERS INTERESTED IN MORE THAN ONE BID. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

TERM: The term of the Agreement is one (1) year. The Agreement may be extended upon mutual written consent of the District and successful bidder for an additional two (2) one year periods. Price increases may be negotiated at the time of renewal. However, any price increase shall be at the sole discretion of the District. The maximum term of the Agreement is three (3) years.

Piggybacking by Other Public Agencies. By submitting a bid, the contractor shall be deemed and construed to have acknowledged and agreed that, to the extent permitted by Public Contract Code sections 20118 and 20652, and during the period in which the

Agreement is in effect (including, without limitation, any extensions thereof), the contractor shall allow other California public school districts and California community college districts to procure serving lines and services for delivery, installation, and haul away specified in the Agreement on the same terms and conditions as set forth in the Agreement. The District hereby authorizes the purchase of the serving lines directly from the contractor by the other school districts and community college districts, and to make payment directly to the contractor under the same terms and conditions that are applicable to the District under the Agreement.

COMPENSATION: District agrees to pay the Contractor for services satisfactorily rendered pursuant to this RFP No. 258-23/24 as set forth in the Scope of Work. District shall pay Contractor the amount set forth in the Cost Proposal according to the following terms and conditions of this RFP No. 258-23/24.

COST PROPOSAL: Contractors shall complete Bid Pricing Worksheets, Part A and/or Part B, that shall include all costs for orders to be fulfilled in its completeness (serving line equipment and services for delivery, installation, and haul away of replaced units and debris). Do not include California Sales or Use Taxes in unit prices. These taxes will be added and paid for by the District. Charges for the transportation, shipping, delivery, set-up, assembly, installation, handling of containers, and haul away of replaced equipment and debris shall be included in the price indicated on the Bid Form Pricing Sheet. Bid prices are to include shipping, F.O.B. Glendale Unified School District site locations, freight prepaid. Prices set forth in the Bid Form Pricing Sheet remain firm. Quote prices net including trade discounts. Supplier must provide GUSD with no less than thirty (30) days prior written notification of proposed increases, and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Urban Consumer Price Index as published on March 1 of the prior year.

NO MAXIMUM OR MINIMUM QUANTITIES: The District does not guarantee that a minimum or maximum amount will be purchased. District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.

PRICE ADJUSTMENTS: The District must be notified of any change in manufacturer pricing over the Agreement period within thirty (30) days of any change. In the event of a price decline, such lower prices are to be immediately extended to Glendale Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

DISCONTINUED AWARDED LINE ITEMS: Contractor is required to immediately notify the District when manufacturers have discontinued awarded line item(s). Official notification must be in written format via email referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Contractor shall provide substantiating information when requesting consideration of a substitution as an equal. Notification must be in written format via email referencing the bid number and the line item number and shall follow the requirements set forth in the parameters for "Or Equal"/Substitutions in the section, RFP Packet Submission Instructions and Terms.

EXPENSES: District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District that are not specifically identified in the Cost Proposal and factored into the compensation paid by the District to the Contractor.

MATERIALS: Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this RFP No. 258-23/24.

DELIVERIES: Time of delivery of goods or services is of the essence in this RFP. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not require District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District

All equipment or supplies, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order. Destination will be designated within the boundaries of the Glendale Unified School District. Actual delivery dates must be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. All equipment shall be subject to inspection by the District and acceptance or rejection by the District at time of delivery. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the bidder's expense. Any equipment received by the District which within thirty (30) calendar days of delivery, is deemed inoperable or damaged shall be returned to the bidder for repair or exchange at the bidder's expense. The District requires that the Contractor states the expected lead time for the equipment to be furnished under the Agreement. Twenty-four (24) hour notice shall be given to the District representative listed on the purchase order prior to any deliveries. All shipping materials shall be removed from site by the Contractor.

PAYMENTS: Payments may be invoiced after actual delivery to the required destination. Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District and an undisputed, properly submitted payment request from Bidder, shall be paid for work performed and for equipment delivered to the site and inspected and approved by District. Invoices should be submitted to the Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206. A copy of the invoices shall be provided to the Nutrition Services Department.

INDEPENDENT CONTRACTOR: In the performance of this the scope of work, the successful Bidder shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or

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business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

JOINT EMPLOYER: Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against claims made by the indemnifying Party's employees that they are co-employed by the other Party. The indemnification requirements set forth in paragraph 11 shall be applicable to the indemnification obligations of each Party under this paragraph. Neither Party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each Party is an independent contractor and does not have any authority to bind or commit the other.

CONTRACTOR'S EMPLOYEE PROCESSING:

- I. **Employee Eligibility Verification:** The Contractor shall warrant it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this RFP meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Bidder shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Bidder shall retain all such documentation for all covered employees for the period prescribed by the law. The Bidder shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Bidder or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work for the RFP.
- II. **Fingerprinting and Criminal Background Check:** Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). Bidder shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.
- III. **Tuberculosis Clearance:** Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Bidder shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.
- IV. **COVID-19 Vaccination Status and Periodic Testing:** Contractor shall ensure that all of its employees who will be working on the District's school sites with students have been fully vaccinated for COVID-19. Bidder shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Bidder further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Bidders's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

CONDUCT ON DISTRICT PREMISES: Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the District's real property or facilities, to the extent that the Bidder has been provided with a copy of each such policy or procedure. Bidder shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by the Contractor's personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on the District's property and involving either Party's personnel shall be reported promptly to the appropriate Party. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the District's premises, Bidder's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. Bidder's personnel should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

CUSTOMER SERVICE. Customer service assistance whether on the phone or via email might be required by the District. The Contractor will provide the needed phone assistance in a professional manner and will reply to district personnel within 24 hours of the received email. In the case of services that need to be performed onsite, the Contractor will provide onsite assistance within the next business day of the District's request.

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

ANTI-DISCRIMINATION: District programs, activities, practices shall be free from discrimination based on 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 and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

INDEMNIFICATION: To the furthest extent permitted by California law, Bidder shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers (“the Indemnified Parties”) from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity (“Claim”), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors’ and/or attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Bidder, its officials, officers, employees, subcontractors, contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this RFP, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Bidder in conjunction with this RFP, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Bidder proposes to defend the Indemnified Parties.

LIMITATION OF DISTRICT LIABILITY: Other than as provided in this RFP, the District’s financial obligations under this RFP shall be limited to the payment of the compensation provided in this RFP. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this RFP for the services performed in connection with this RFP.

CONFIDENTIALITY: The Contractor and all bidders’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Bidder understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this RFP. Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. “Confidential Information” means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this RFP. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in District's or Client’s possession without restriction as to use or disclosure before its receipt from the other Party; 3) is received from, or was made available to, a third Party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under

this Agreement; 6) is disclosed with the prior written consent of the disclosing Party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that the other Party may seek an appropriate protective order or give its consent to such disclosure

INSURANCE: Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

Bidder shall maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Bidder shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this RFP are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
- (ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

(iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

TERMINATION:

(i) **Without Cause by District:** District may, at any time, with or without reason, terminate the bid and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

(ii) **Without Cause by Contractor:** Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

(iii) **With Cause by District:** District may terminate this bid upon giving of written notice of intention to terminate for cause. Cause shall include:

- a) Material violation of this Agreement by the Contractor;
- b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this bid, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District

CERTIFICATES/PERMITS/LICENSES: Contractor and all Contractor’s employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this bid.

NOTICE:

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Glendale Unified School District

223 N. Jackson Street

Glendale, California 91206

ATTN:

Contractor:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail

ASSIGNMENT: The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of this RFP No. 258-23/24 or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, subcontract, or otherwise dispose of the RFP No. ?? or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, subcontract, or other disposition shall be null, void and of no legal effect whatsoever; and the RFP No.?? may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

NO RIGHTS IN THIRD PARTIES: The successful Bidder with the agreement for this RFP will not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

FORCE MAJEURE CLAUSE: The Parties to the bid 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, pandemic or epidemic, 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.

GOVERNING LAW: This contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the Federal

Government, State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this contract shall be maintained in the county in which the District's administrative offices are located.

NO WAIVER: The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

RFP Packet Submission Instructions and Terms

The District may award the Contract to the most responsive and responsible bidder that offers the best value at the lowest cost. See RFP Evaluation Criteria Section. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

Preparation of Bid Packet. Bid packets shall contain the following completed forms and worksheets. Bidder must submit one (1) original and signed copy, and one (1) PDF copy of the firm's proposal on a thumb drive ("flash drive") in response to this request.

- Bidder Information Form (p. 19)
- References Form (p. 20)
- Experience Form (p. 21)
- Bid Pricing Worksheet (p. 22)
- Manufacturer Authorized Reseller/Distributor Letters (p. 30)
- Exhibit A: Workers' Compensation Certification (p. 31)
- Exhibit B: Fingerprinting/Criminal Background Investigation Certification (pp. 32-33)
- Exhibit C: Non Collusion Declaration (p. 34)
- Exhibit D: Tuberculosis Clearance (p. 35)
- Exhibit E: Governor Executive Order N-6.22 (p. 36)
- Exhibit F: Debarment and Suspension Certification Form (p. 37)
- Exhibit G: Tobacco Use Policy (p. 38)
- Exhibit H: Drug-Free Workplace Certification (pp. 39-40)
- Exhibit I: Certification Regarding Lobbying (p. 41)
- Exhibit J: Iran Contracting Act of 2010 Compliance Affidavit (pp. 44-45)
- Insurance Documentation (p. 46)
- W-9 (p. 47)
- Bidder Certification Form (pp. 48-19)

All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. Any incomplete forms and/or worksheets will be deemed incomplete and can be disqualified.

Delivery of Bids. The bid packet in its entirety shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Glendale Unified School District, 223 North Jackson St., Glendale, CA 91206, Attn: Barbara Howard, Procurement & Contract Services Department**, and must be received on or before the bid deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid number and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and evaluated. **Any and all questions regarding this bid must be submitted in writing to Barbara Howard, Director, Procurement & Contract Services,**

BHoward@gusd.net before August 23, 2023. Answers to these questions and any other related addenda will be posted no later than September 1, 2023.

Bid Pricing. Bidders shall complete Bid Pricing Worksheets, Part A and/or Part B, that shall include all costs for orders to be fulfilled in its completeness (serving line equipment and services for delivery, installation, and haul away of replaced units and debris). Do not include California Sales or Use Taxes in unit prices. These taxes will be added and paid for by the District. Charges for the transportation, shipping, delivery, set-up, assembly, installation, handling of containers, and haul away of replaced equipment and debris shall be included in the price indicated on the Bid Form Pricing Sheet. Bid prices are to include shipping, F.O.B. Glendale Unified School District site locations, freight prepaid. Prices set forth in the Bid Form Pricing Sheet remain firm. Quote prices net including trade discounts. Supplier must provide GUSD with no less than thirty (30) days prior written notification of proposed increases, and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Urban Consumer Price Index as published on March 1 of the prior year.

Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. If the Contractor is a 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) Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the bidder, who shall act in all matters relative to the joint venture or partnership. If the bidder is an individual, his/her signature shall be placed on such documents.

Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being unresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being non-responsive.

Examination of Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its

RFP No. 258-23/24

Commercial Kitchen Equipment for Nutrition Services

observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, or has any questions related to the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents and answers to questions will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, e-mailed or faxed to each bidder attending the Mandatory Bidder's Meeting. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.**

Award of Contract. The award of the contract, as made by the District, will be determined by bid evaluation of the responsive and responsible bidder that provides the best value at lowest cost for equipment and services for delivery, installation, and haul away of replaced equipment and debris as set forth in the Bid Form Pricing Sheet. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical bids offering the best value at the lowest cost are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) calendar days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids.

RFP Evaluation Criteria.

Cost 60%
References 20%
Experience 20%

Cost. *See section on Bid Pricing.*

References. Bidders shall list a minimum of three (3) references where the bidder has successfully provided the similar type (s) of goods and services to another large school district or public agency at the similar size and scope as Glendale Unified School District. All references shall include full district/ agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District as nonresponsive. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's bid.

Experience. Bidders shall provide a description of their experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, number of years in business, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work.

Competency of Bidders. The District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

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

"Or Equal"/Substitutions. All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject any bid that does not conform to the specifications. Should the bidder wish to request any substitution for the item specified, the bidder shall submit a written request to the District by August 23, 2023 which is at least ten (10) calendar days before the bid opening date. At a minimum, descriptive literature marked with the appropriate bid item number should be provided fully describing the claimed "or equal" product. District shall only consider substitution requests from the bidder submitting the bid. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of a proposed substitution shall be borne by the bidder. Suitability and valuation of "equals" rest in the sole discretion of the District. The District shall be the sole judge as to the quality and suitability of the proposed substitution, and the decision of the District shall be final and conclusive. Requests for substitution received less than

ten (10) calendar days prior to bid opening will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the product offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District. The District shall notify the bidder in writing of the decision concerning the proposed substitution. Also, no proposed substitution shall be deemed approved unless the District has so indicated in writing. In the event the bidder furnishes an item other than what was specified by the District and which was approved by the District and which later is not found acceptable, then bidder, at its sole cost and expense, shall furnish the District the specified item.

Samples. Samples of materials and/or onsite visit(s) of installed serving line(s) may be requested before an award is made. If requested prior to award for onsite site visit(s) of installed serving line(s), locations shall be provided by bidders. If samples of materials should be submitted to the District's Procurement & Contract Services Department **223 North Jackson St., Glendale, CA 91206, Attn: Barbara Howard, Procurement & Contract Services Department**, samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid. All packages containing samples must be clearly labeled with the bidder's name, bid number, and each sample clearly identified as to the item number which the sample is to be considered. If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the Contractor and the contract may be canceled.

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

RFP No. ?? - BIDDER INFORMATION FORM

Company Name: _____

Address: _____

Phone: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company

Bidder eligibility:

- Manufacturer of equipment
- Authorized Reseller/Distributor of Equipment (**Manufacturer letters of authorization required*)

Below are the categories for the RFP Bid Pricing Worksheet. *Please check all that apply.*

- ALL Categories

OR

- Large Equipment
- Mechanical Small Equipment
- Mechanical Large Equipment
- Refrigeration
- Heating

Print Name of Person Completing this Form: _____

Title: _____

Address: _____

Phone: _____ Email: _____

Additional person(s) interested in the bid as principals:

Name: _____ Title: _____

Phone: _____ Email: _____

Name: _____ Title: _____

Phone: _____ Email: _____

Name: _____ Title: _____

Phone: _____ Email: _____

REFERENCES FORM

RFP No. 258-23/24
Commercial Kitchen Equipment for Nutrition Services

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide similar products. If more space is needed, please attach additional sheets.

1. Name _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

2. Name _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

3. Name _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

EXPERIENCE FORM

Bidders shall provide a description of their experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, number of years in business, and other factors which could affect the bidder’s performance of the contract.

Number of years in equipment manufacturing and/or as authorized reseller/distributor	Number of staff in company	Number of delivery trucks in fleet	Number of trucks with liftgates	Annual gross revenue	Number of years working with school districts

Please answer the questions below. If more space is needed, please attach additional sheets.

1. What is your procedure for notifying customers of a product recall?
2. Has your company breached a distribution agreement with school district(s) mid-year within the last 18 months? If so, please explain.
3. Has your company been replaced due to a breach of contract with district(s) during the last 18 months? If so, please explain.
4. List the school districts that your company has worked with for delivering and installing equipment.
5. Describe the resources, facility, and experience that makes Bidder the most qualified to perform the scope of work as described in this RFP No. 258-23/24. Include similar projects as described in the RFP performed at other school districts.

BID FORM PRICING WORKSHEETS

***All Quotes include delivery, freight and surcharge (F.O.B Delivery Location) if any in addition to serving line equipment, installation, and haul away of the replaced units and debris. Sales tax is not included. All services shall be in strict conformance with this bid.*

Bidders are to provide pricing for commercial equipment units listed or equivalent. Bidders can bid on one category, multiple categories, or all categories. Please write “NO BID” in categories where bidder is not submitting pricing.

Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-in-place and disposal (if applicable) charges))
1	Refrigeration	Beverage Air	Milk Cooler	SM34HC-S	Milk Cooler 34" Single Door		
2	Refrigeration	Beverage Air	Milk Cooler	SM49HC-S	Milk Cooler 49" Single Door		
3	Refrigeration	Beverage Air	Milk Cooler	SM58HC-S	Milk Cooler 58" Single Door		
4	Refrigeration	Beverage Air	Milk Cooler	ST34HC-S	Milk Cooler 34" Double Door		
5	Refrigeration	Beverage Air	Milk Cooler	ST49HC-S	Milk Cooler 49" Double Door		
6	Refrigeration	Beverage Air	Milk Cooler	ST58HC-S	Milk Cooler 58" Double Door		
7	Refrigeration	Traulsen	Freezer	AIF232LUT-FHS	Freezer 1 door Roll-In		
8	Refrigeration	Traulsen	Freezer	AIF232LUT-FHS	Freezer 2 door Roll-In		
9	Refrigeration	Traulsen	Freezer	AIF332LUT-FHS	Freezer 3 door Roll-In		
10	Refrigeration	Utility	Freezer	RIF-30-SS-1S-H	Freezer 1 door Roll-In		
11	Refrigeration	Utility	Freezer	RIF-375-SS-1S-H	Freezer 1 door Roll-In		

Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-in-place and disposal (if applicable) charges)
12	Refrigeration	Utility	Freezer	RIF-60-SS-2S-H	Freezer 2 doors Roll-In		
13	Refrigeration	Utility	Freezer	RIF-68-SS-2S-H	Freezer 2 doors Roll-In		
14	Refrigeration	Utility	Freezer	RIF-75-SS-2S-H	Freezer 2 doors Roll-In		
15	Refrigeration	Utility	Freezer	RIF-30-SS-1S-L	Freezer 1 door Roll-In		
16	Refrigeration	Utility	Freezer	RIF-375-SS-1S-L	Freezer 1 door Roll-In		
17	Refrigeration	Utility	Freezer	RIF-60-SS-2S-L	Freezer 2 doors Roll-In		
18	Refrigeration	Utility	Freezer	RIF-68-SS-2S-L	Freezer 2 doors Roll-In		
19	Refrigeration	Utility	Freezer	RIF-75-SS-2S-L	Freezer 2 doors Roll-In		
20	Refrigeration	Traulsen	Freezer	G10010	Freezer 1 door Reach-In		
21	Refrigeration	Traulsen	Freezer	G20010	Freezer 2 door Reach-In		
22	Refrigeration	Traulsen	Freezer	G30010	Freezer 3 door Reach-In		
23	Refrigeration	Traulsen	Freezer	G12011 (with casters)	Freezer 1 door Reach-In		
24	Refrigeration	Traulsen	Freezer	G22010 (with casters)	Freezer 2 door Reach-In		
25	Refrigeration	Traulsen	Freezer	G31310 (with casters)	Freezer 3 door Reach-In		
26	Refrigeration	Utility	Freezer	F-25-SS-1S-D	Freezer 1 door Reach-In		
27	Refrigeration	Utility	Freezer	F-25-SA-1S-D	Freezer 1 door Reach-In		
Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-

							in-place and disposal (if applicable) charges))
28	Refrigeration	Utility	Freezer	F-30-SS-1S-D	Freezer 1 door Reach-In		
29	Refrigeration	Utility	Freezer	F-30-SA-1S-D	Freezer 1 door Reach-In		
30	Refrigeration	Utility	Freezer	F-50-SS-2S-D	Freezer 2 door Reach-In		
31	Refrigeration	Utility	Freezer	F-50-SA-2S-D	Freezer 2 door Reach-In		
32	Refrigeration	Utility	Freezer	F-60-SS-2S-D	Freezer 2 door Reach-In		
33	Refrigeration	Utility	Freezer	F-60-SA-2S-D	Freezer 2 door Reach-In		
34	Refrigeration	Traulsen	Refrigerator	G10010	Refrigerator 1 door Reach-In		
35	Refrigeration	Traulsen	Refrigerator	G20010	Refrigerator 2 door Reach-In		
36	Refrigeration	Traulsen	Refrigerator	G10011 (with casters)	Refrigerator 1 door Reach-In		
37	Refrigeration	Traulsen	Refrigerator	G20010 (with casters)	Refrigerator 2 door Reach-In		
38	Refrigeration	Traulsen	Refrigerator	G30010 (with casters)	Refrigerator 3 door Reach-In		
39	Refrigeration	Utility	Refrigerator	R-25-SS-1S-D	Refrigerator 1 door Reach-In		
40	Refrigeration	Utility	Refrigerator	R-25-SA-1S-D	Refrigerator 1 door Reach-In		
41	Refrigeration	Utility	Refrigerator	R-30-SS-1S-D	Refrigerator 1 door Reach-In		
42	Refrigeration	Utility	Refrigerator	R-30-SA-1S-D	Refrigerator 1 door Reach-In		
43	Refrigeration	Utility	Refrigerator	R-50-SS-2S-D	Refrigerator 2 doors Reach-In		
Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-in-place and disposal (if applicable) charges))

44	Refrigeration	Utility	Refrigerator	R-50-SA-2S-D	Refrigerator 2 doors Reach-In		
45	Refrigeration	Utility	Refrigerator	R-60-SS-2S-D	Refrigerator 2 doors Reach-In		
46	Refrigeration	Utility	Refrigerator	R-60-SA-2S-D	Refrigerator 2 doors Reach-In		
47	Refrigeration	Traulsen	Refrigerator	ARI132HUT-FHS	Refrigerator 1 door Roll-In		
48	Refrigeration	Traulsen	Refrigerator	ARI232HUT-FHS	Refrigerator 2 door Roll-In		
49	Refrigeration	Traulsen	Refrigerator	ARI332HUT-FHS	Refrigerator 3 door Roll-In		
50	Refrigeration	Utility	Refrigerator	RIR-30-SS-1S-L	Refrigerator 1 door Roll-In		
51	Refrigeration	Utility	Refrigerator	RIR-375-SS-1S-L	Refrigerator 1 door Roll-In		
52	Refrigeration	Utility	Refrigerator	RIR-60-SS-2S-L	Refrigerator 2 door Roll-In		
53	Refrigeration	Utility	Refrigerator	RIR-68-SS-2S-L	Refrigerator 2 door Roll-In		
54	Refrigeration	Utility	Refrigerator	RIR-75-SS-2S-L	Refrigerator 2 door Roll-In		
55	Refrigeration	Utility	Refrigerator	RIR-30-SS-1S-H	Refrigerator 1 door Roll-In		
56	Refrigeration	Utility	Refrigerator	RIR-375-SS-1S-H	Refrigerator 1 door Roll-In		
57	Refrigeration	Utility	Refrigerator	RIR-60-SS-2S-H	Refrigerator 2 door Roll-In		
58	Refrigeration	Utility	Refrigerator	RIR-68-SS-2S-H	Refrigerator 2 door Roll-In		
59	Refrigeration	Utility	Refrigerator	RIR-75-SS-2S-H	Refrigerator 2 door Roll-In		
Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-in-place and disposal (if applicable) charges)
60	Refrigeration	Ice-O-Matic	Ice Machine	CIM0430ha w/ bin	Ice Machine w/B40PS Bin		

61	Refrigeration	Ice-O-Matic	Ice Machine	CIM0530ha w/ bin	Ice Machine w/B55PS Bin		
62	Heating	Crescor	Hot Holding Cabinet	H-137-SUA-12DSD	Hot Holding Cabinet Insulated Stainless Steel Super Duty Hot Cabinet		
63	Heating	UNOX	Convection Oven/Ovens	XAVL-2021-GPLS	Combi Oven		
64	Heating	Blodgett	Convection Oven/Ovens	ZEPH-100-G-ES ZEPHAIRE	Gas Convection Oven, Single-Deck		
65	Heating	Blodgett	Convection Oven/Ovens	ZEPH-200-G-ES DBL ZEPHAIRE	Gas Convection Oven, Double-Deck		
66	Heating	Montague	Convection Oven/Ovens	2-115A Vectaire	Gas Convection Oven, Double-Deck		
67	Heating	Rational	Convection Oven/Ovens	ICP20-FULLE208/240V3PH (LM100GE)	Rational ICP 20-FULL E 208/240V 3 PH Full Size Combi Oven - Boiler Based, 208-240v/3ph (in case UNOX does not have an electric model)		
68	Heating	Imperial	Stovetop Burners/Range	IR-6-E-C 208/1	Imperial IR-6-E-C 36" 6 Sealed Element Electric Range, 208v/1ph		
69	Heating	Imperial	Stovetop Burners/Range	IR-6-G24T-E 208/1	Imperial IR-6-G24T-E 60" 6 Sealed Element Electric Range w/ Griddle, 208v/1ph		

Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-
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							in-place and disposal (if applicable) charges)
70	Heating	Vulcan	Stovetop Burners/Range	EV48S-4FP24G208 208/1	Vulcan EV48-S-4FP24G208 48" 4 Sealed Element Electric Range with Griddle, 208v/1ph		
71	Heating	Vulcan	Stovetop Burners/Range	EV36S-2FP24G240	Vulcan EV36S-2FP24G240 36" (2) Burner 240v Electric Range w/ 24" Thermostat Griddle		
72	Heating	Cleveland	Tilting Skillet	SEL-30-TR	Tilting Skillet		
73	Heating	Cleveland	Tilting Skillet	SEL-40-TR	Tilting Skillet		
74	Heating	Vulcan	Steam Kettle	K60ELT	Steam Kettle		
75	Heating	Vulcan	Steam Kettle	K40ELT	Steam Kettle		
76	Large Equipment	Cambro	Campus Cruiser	CVC72 (3 wells)	Campus Cruiser		
77	Large Equipment	Cres Cor	Non-Insulated Transport Cabinet	15-0051-MOD	Cabinet, non-insulated, extruded sidewalls to hold (36) 18 x 26 pans on 1-1/2 centers, super duty back panel, bail handles on each side, gravity latch, menu card holder and 6" poly casters. Aluminum Construction. MOD Change bail handles to vertical mount from standard horizontal.		
78	Large Equipment	Lakeside	Utility Cart	#743 (all swivel wheels)	Utility Cart		

Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-in-place and disposal (if applicable) charges))
79	Large Equipment	Lakeside	Utility Cart	#758 (all swivel wheels)	Utility Cart		
80	Large Equipment	Lakeside	Food Pan Rack	MODEL NO. 172	Food Pan Rack		
81	Large Equipment	Regency	Stand	600ES2424GC	24x24 Equipment stand with Casters		
82	Mechanical Large Equipment	Hobart	Dishwashers	AM15VLT-24	Dishwashers Dishwasher, Door Type, Ventless		
83	Mechanical Large Equipment	Hobart	Dishwashers	CLPS66eN-BAS	Dishwashers High Temperature Rack Conveyor Dishwashing Machine		
84	Mechanical Large Equipment	Berner	Air Curtain (Fly Fan)	SLC07-1048A	Air Curtain (Fly Fan) Air Curtain (Fly Fan)		
85	Mechanical Large Equipment	Hobart	Planetary Mixer	HL662-1	Planetary Mixer 60 qt Planetary Mixer - Floor Model		
86	Mechanical Large Equipment	Hobart	Planetary Mixer	HL200-1STD	Planetary Mixer 20 qt Planetary Mixer- Bench Model		
87	Mechanical	Robot Coupe	Food Processor	R2UDICE	Food Processor		

Item #	Category	Brand	Equipment Type	Model	Specifications	Warranty	Price (includes shipping, delivery/set-in-place and disposal (if applicable) charges))
88	Mechanical Small Equipment	AUTEC	Maki Maker (Sushi)	ASM880A	Maki Maker (Sushi)		
90	Mechanical Small Equipment	AUTEC	Maki Cutter (Sushi)	ASM260A	Maki Cutter (Sushi)		
89	Mechanical Small Equipment	Robot Coupe	Power Mixer	MP450COMB	Power Mixer Power Mixer w/ 18"shaft & 10"whisk		
91	Mechanical Small Equipment	Vitamix	Blender	36019-ABAB	The Quiet One 3 hp Blender with Cover and 48 oz. Container - 120V		
92	Mechanical Small Equipment	Edlund	Can Opener	203	Can Opener 110V		
93	Mechanical Small Equipment	Edlund	Can Opener	266	Can Opener 110V		
				TOTAL COST OF ITEMS			

GRAND TOTAL COST OF ALL ITEMS _____ DOLLARS (\$_____)

END OF BID PRICING WORKSHEET

AUTHORIZED RESELLER/DISTRIBUTOR:

If the Bidder is a factory authorized resellers/distributors for brands they are bidding, they must include the manufacturer's letter(s) that indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.

EXHIBIT “A”

WORKERS’ COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the California Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT “B”
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Professional Services (“Agreement”).

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)] **Check all methods to be used:**
- 1) Installation of a physical barrier at the worksite to limit contact with students
 - 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as

- ascertained by the DOJ. **Contractor MUST attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).**
- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an “EMERGENCY OR EXCEPTIONAL SITUATION,” such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.” [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor’s 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. I understand that it is the Contractor’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of Contractor provided services.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: _____

Representative’s Name and Title: _____

Signature: _____

EXHIBIT “C”
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].

Signature

Print Name

**EXHIBIT “D”
TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the _____ (“Contractor”) currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor has complied with the tuberculosis requirements of Education Code Section 49406 with respect to all Contractor's employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the Contractor has verified that none of those employees have active tuberculosis. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

EXHIBIT “E”

GOVERNOR EXECUTIVE ORDER N-6-22

On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “State Order”).

Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, **if the contract value of this procurement is \$5 million or more**, please include in your Response the following:

- (1) a statement that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

EXHIBIT “F”

DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

The Contractor certifies that neither the Contractor’s firm or any owner, partner, director, officer, principal of the Contractor, or any person in a position with any responsibility for the administration of federal funds:

- Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal or State department/agency;
- Has within a three (3) year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or Local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the paragraph above; or
- Has within a three (3) year period preceding this certification had one or more public transactions or contracts (federal, State, or Local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transaction by any Federal or State department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

EXHIBIT “G”

TOBACCO USE POLICY

GLENDALE UNIFIED SCHOOL DISTRICT

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

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

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

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

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

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

herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

EXHIBIT “I”

CERTIFICATION REGARDING LOBBYING

The undersigned certifies that:

As required by Section 1352, Title 31 of the *US Code*, and implemented by 34 *CFR* Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 *CFR* Part 82, section 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b. If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction.
- c. The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

DISCLOSURE OF LOBBYING

ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI) :</i> _____ _____ _____ _____	b. Individuals Performing Services <i>(including address (if different from No. 10a) (last name, first name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal Action. Complete All items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT “J”

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or,
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

INSURANCE DOCUMENTATION

Bidder shall provide proof of insurance in the bid packet that meets the minimum limits and terms indicated in the "Insurance" section.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: FG

DATE (MM/DD/YYYY)
09/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 286 Delaware Avenue, Ste 4000 Buffalo, NY 14202		CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: NIAGA-8	
INSURED Niagara		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : The Charter Oak Fire Ins Co 25615	
		INSURER B : Phoenix Insurance Company 25623	
		INSURER C : Travelers Prop Cas Co of Amer 25674	
		INSURER D : _____	
		INSURER E : _____	
		INSURER F : _____	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	Y1N630183I	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		Y1N810183D	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Colleges & Schools HealthcareStudents					\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Glendale Unified School District, its board of education, officers, agents, servants and employees are included as Additional Insured under the General Liability if required by written contract.

CERTIFICATE HOLDER		CANCELLATION	
GLEND-5 Glendale Unified School District 223 N. Jackson Street Glendale, CA 91206		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD © 1988-2009 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) GLENDALE UNIFIED SCHOOL DISTRICT 223 N. JACKSON STREET GLENDALE, CA 91206
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number																							
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

CERTIFICATION OF REQUEST FOR PROPOSAL

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California. I certify that I have read the attached Request for Proposal, **RFP No. ???**, and the instructions for submitting an RFP. I further certify that I must submit one (1) original and signed copy, and one (1) PDF copy of the firm’s proposal on a thumb drive (“flash drive”) in response to this request, and that I am authorized to bind the firm to the proposal submitted.

Company Name: _____

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20

*If the Contractor is a 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)

Information regarding Contractor:

License No.: _____

Employer Identification Number: _____

Address: _____

Telephone: _____
Email: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company

Other:

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.