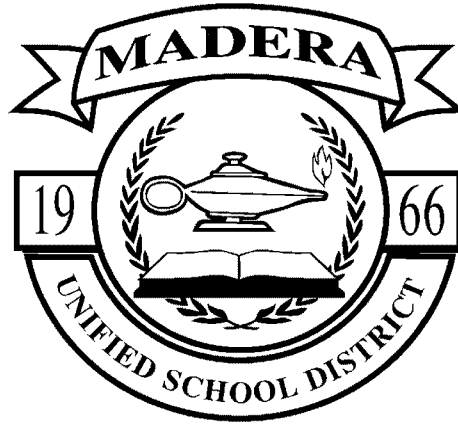


Bid No. 061015 Serving Lines at Madera South High School



Edward C. González
Superintendent

Contact:

**Susan Harautuneian
Director of Purchasing
1205 S Madera Avenue
Madera, CA 93637
559-675-4609**

susanharautuneian@maderausd.org

BIDDERS REGISTRATION FORM
FAX BACK OR EMAIL THIS SHEET ONLY

Bid No. 061015 Serving Lines at Madera South High School

TO: Susan Harautuneian-Director of Purchasing
Email:susanharautuneian@maderausd.org

Madera Unified School District Bids and Proposals are available on line. If you downloaded a Bid Or Proposal, fax the following information to (559)675-9354 so that you may be added to the List and notified of any addenda to the solicitation.

Name	
Title	
Organization	
Street Address	
Address (cont.)	
City	
State/Province	
Zip/Postal Code	
Contractor's License Number & DIR Number (if applicable)	
Work Phone	
Fax	
E-mail	

MADERA UNIFIED SCHOOL DISTRICT
NOTICE TO BIDDERS

Notice is hereby given that the Madera Unified School District ("MUSD") will receive sealed bids for **Bid No. 061015 Serving Lines at Madera South High School.**

Sealed Bids must be received prior to **10:00 am on, July ,1st 2015** in the MUSD-Purchasing Department, 1205 Madera Ave, Madera CA 93637, after which time they will be opened and read aloud. One original and three copies of the Bid must be sealed and shall be properly labeled with Bid number, Bid title, and name of Bidder on the outside of envelope. Faxed bids will not be accepted.

Copies of the bid documents maybe downloaded @ <http://www.madera.k12.ca.us/Page/6706>

Refer questions to Elizabeth Mooradian via email @ elizabethmooradian@maderausd.org no later than June 26th, 2015 by 10:00 am. Only questions received via email will be responded to.

Published June ,18 2015
June 25, 2015

GENERAL TERMS & CONDITIONS

Bids/Proposals: To receive consideration, Bids/Proposals shall be made in accordance with the following terms

1. **THE BID** - All items on the form should be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **“FAX”BIDS**-Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS**-Responsible:, a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATAURE OF BIDDER’S LEGAL ENTITY**- The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an unauthorized officer.
5. **WITHDRAWAL OF BID**-Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to public contract Code Sections 5100 et.seq.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER**-The bidder(s)shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS**-A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.
8. **PRICES**-Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Madera County for products listed herein.
9. **TAXES**-Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as maybe required.

10. **PERFORMANCE GUARANTEE**-The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Director of Purchasing. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District's and filed with the Director of Purchasing is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **BRAND NAME AND NUMBER**-The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Director of Purchasing to be equal in all respect to that specified. If samples are requested by the Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.
12. **SAMPLES**-Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 1205 Madera Ave, Madera, CA 93637, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with the name of the bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their) hereby assume all risks of loss or damage to samples whatever the cause.
13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES**-The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidders(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and send to a laboratory for testing and the test shows that the samples does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s)s. In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the underwriter laboratories, Inc., and bear the UL label.
14. **DISRICT REQUIREMENTS**-The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more of less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for the delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of emergency nature, and purchases made by individual schools.
15. **ACCEPTANCE OR REJECTION OF BIDS**-The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s)

may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one of more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

16. **BID EXCEPTIONS**-All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
17. **AWARDS**-The District reserves the right of determination that items bid meet or do not meet the bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT**-Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bids Instructions and Conditions.
19. **DELIVERY**-Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight lines shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS**-For all products requiring a material Safety Data Sheet-the District requires that a material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR**-The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
22. **INSURANCE**-The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proofs such insurance, naming Madera unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, maybe considered default by the bidder (s).
23. **INVOICES AND PAYMENTS**-Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Child

Nutrition Department of the District, 769 South Pine Street, Madera, CA 93637. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder (s) shall list separately any taxes Payable By The District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payments for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

24. MISCELLANEOUS PROVISIONS:

- A. **Assignment of Contracts-** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.
- B. **Binding Effect-** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successor and assigns.
- C. **Severability-** If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments-** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- E. **Entire Agreement-** This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature of the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. **Force Majeure Clause-** The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by acts of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause-** The successful bidder agrees to indemnify, defend and save harmless Madera Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law-** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- I. **Governing Law Venue-** In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of

the State of California. Venue shall only be with the appropriate state or federal court located in Madera County.

- J. **Permits and Licenses-** The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- K. **Toll Charges-** If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents-** The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor-** While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.
- N. **Anti-discrimination-** It is the policy of the Madera Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race color, ancestry, national origin, sex or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act. In addition, the successful bidder (s) agrees to require like compliance by all subcontractors employed on the work by him.
- O. **Termination Without Cause-** This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.
- P. **Product Shortages-** If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

SPECIAL TERMS AND CONDITIONS

DELIVERY

Delivery is to include set up and installation. Must contact Director of Child Nutrition to schedule set up and installation.

PRODUCT SPECIFICATION

Item 1 – Utility Serving Counter (1 Req'd)

Model TST-88SS – Dimensions 36”(h) x 88”(w) x 32”(d) or equal

Solid Top Unit mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5” dia. gray poly swivel casters with brakes.

1 ea – Solid surface countertop, ½” Corian, extended & curved front edge on student’s side, 34” high, length and shape per plan

1 ea – Decor Lighting, LED lights under countertop on student’s side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8” thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – Round cutout with plastic grommet

1 ea – J-box & cover mounted in base for data cable

1 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired to cord set

1 ea – 8ft. Cord & plug, specify NEMA number

1 ea – Special size per plan, angled stainless steel body fillers both ends, and special stainless steel skirt

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – on customer’s side

2 ea – on the end, each

Item 2 – Utility Serving Counter (1 Req'd)

Model TST-60SS Dimensions: 36"(h) x 60"(w) x 32"(d) or equal

Solid top unit, mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5" dia. gray poly swivel casters with brakes.

1 ea – Solid surface countertop, ½" Corian, extended & curved front edge on student's side, 34" high, length and shape per plan

1 ea – Decor lighting, LED lights under countertop on student's side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8" thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – 7" wide work shelf, 18ga stainless steel, on (3) stainless steel brackets, located on operator's side

3 ea – For stainless steel hinged bracket in lieu of standard bracket, each bracket

1 ea – Rectangular cutout for drop-in control

1 ea – Rectangular cutout, reinforced for drop-in heat shelf

3 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired in ICB

1 ea – Electrical interconnect box, outlets & breakers, mounted & wired to cord set

1 ea – 8 ft. Cord & plug, NEMA number L14-30P

1 ea – Special height, stainless control panel, and install drop-in unit & controls

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – on customer's side

2 ea – on the end, each

1 ea – Hatco Model GRSBF-48-I Glo-Ray Drop In Heated Shelf with Flush Top, 49-1/2" x 21" surface area, hardcoat aluminum top, control thermostat, illuminated on/off switch, 1000 watts, 120v/60/1-ph, 1000W, 8.3 amps, NEMA 5-15P

1 ea – Hatco Model GRSE-FLUSH_ITC Flush mount electronic control box with lighted power switch (not for retrofit)

1 ea – Custom over-head double shelves, (2) slanted 16ga stainless steel shelves, welded 1" stainless tube frame, (2) Hatco heat rods & lights, heaters wired to switch in base, 1" turn-up front edge on shelves, ¼" clear end enclosures, and size per plan

1 ea – 59" custom overhead canopy, (2) vertical tubes, (1) curved 2" horizontal main tube, (2) curved 1-1/2" horizontal side tube, Top cover, 12" diameter hanging sign, sign graphics, (2) 7" glass cone pendant light fixtures, on/off switch in base, 120 volt, 1 phase, 100 watts, black powder coat finish

Item 3 – Utility Serving Counter (1 Req'd)

Model TST-60SS Dimensions: 36"(H) x 60"(W) x 32"(D) or equal

Solid top unit, mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5" dia. Gray poly swivel casters with brakes

1 ea – solid surface countertop, 1/2" Corian, extended & curved front edge on student's side, 34" high, length and shape per plan

1 ea – Decor lighting, LED lights under countertop on student's side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8" thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – 7" wide work shelf, 18ga stainless steel, on (3) stainless steel brackets, located on operator's side

3 ea – For stainless steel hinged bracket in lieu of standard bracket, each bracket

1 ea – Rectangular cutout for drop-in control

1 ea – Rectangular cutout, reinforced for drop-in heat shelf

3 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired in ICB

1 ea – Electrical interconnect box, outlets & breakers, mounted & wired to cord set

1 ea – 8 ft. cord & plug, NEMA number L14-30P

1 ea – Special height, stainless control panel, and install drop-in unit & controls

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – On customer's side

2 ea – On the end, each

1 ea – Hatco Model GRSBR-48-I Glo-Ray Drop in heated shelf with flush top, 49-1/2" x 21" surface area, hardcoat aluminum top, control thermostat, illuminated on/off switch, 1000 watts, 120v/60/1-ph, 1000W, 8.3 amps, NEMA 5-15P

1 ea – Hatco Model GRSB-FLUSH-ITC Flush mount electronic control box with lighted power switch (not for retrofit)

1 ea – Custom over-head double shelves, (2) slanted 16ga stainless steel shelves, welded 1" stainless tube frame, (2) Hatco heat rods & lights, heaters wired to switch in base, 1" turn-up front edge on shelves, 1/4" clear end enclosures, and size per plan

1 ea – 59" custom overhead canopy, (2) vertical tubes, (1) curved 2" horizontal main tube, (2) curved 1-1/2" horizontal side tube, Top cover, 12" diameter hanging sign, sign graphics, (2) 7" glass cone pendant light fixtures, on/off switch in base, 120 volt, 1 phase, 100 watts, black powder coat finish

Item 4 – Utility Serving Counter (1 Req'd)

Model TST-74SS Dimensions: 36"(h) x 74"(w) x 32"(d) or equal

Solid top unit, mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5" dia. gray poly swivel casters with brakes.

1 ea – Solid surface countertop, 1/2" Corian, extended front edge on student's side, 34" high, 40" deep, and 66" long

1 ea – Decor lighting, LED lights under countertop on student's side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8" thick Chroma series standard color panel, mounted on Decor panel with stainless steel barrel stand off at each corner

1 ea – 7" wide work shelf, 18ga stainless steel, on (3) stainless steel brackets, located on operator's side

3 ea – For stainless steel hinged bracket in lieu of standard bracket, each bracket

1 ea – Rectangular cutout, reinforced for supplied and installed drop-in cold well

3 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired in ICB

1 ea – Electrical interconnect box, outlets & breakers, mounted & wired to cord set

1 ea – 8 ft. Cord & plug, NEMA number L14-30P

1 ea – Special height & length, stainless control panel, base partition, louvered grille, install & wire drop-in unit.

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – On customer's side

2 ea – On the end, each

1 ea – Model ADI-4M-N7 Drop-in cold food pan, refrigerated, 60-7/8"W x 25-1/2"D x 24"H accommodates (4) 4" deep 12" x 20" pans, 300 series stainless steel top with overhang & locking tabs, 8" deep 300 series stainless steel interior liner, steel exterior housing, on/off switch, air-cooled condensing unit, (3) adapter bars included, 1" brass drain & plug, R134a, 6' cord, UL-EPH, cULus, NSF-7, 120v/60/1-ph, 3.9 amps, 1/4 HP, NEMA 5-15

1 ea – Model COND-EVAP Condensate evaporator

1 ea – Model TS461-74 Self-service single shelf, adjustable and sloped fixed guard, glass over-shelf, adjustable guard one side, 3/8" glass guard, 12-1/2"W, 20"H, 1" dia. mounting posts in stainless steel with

mounting flange, 1/4" glass end enclosures, all glass tempered with polished rounded edges, and modified length

1 ea – Lights under sneeze guard, low voltage LED mounted and wired to base, on/off switch, 120 volts, 30 watts, cord set & NEMA #5-15P

1 ea – 65" custom overhead canopy, (2) vertical tubes, (1) curved 2" horizontal main tube, (2) curved 1-1/2" horizontal main tube, (2) curved 1-1/2" horizontal side tube, top cover, 12" diameter hanging sign, Sign graphics, (2) 7" glass cone pendant light fixtures, on/off switch in base, 120 volt, 1 phase, 100 watts, black powder coat finish

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1						5-15	5.2		1/4		

ELECTRICAL 1 REMARKS

6' cord & plug

WATER

	HOT SIZE	HOT AFF	HOT GPH	COLD SIZE	COLD AFF	FILTERED SIZE	FILTERED AFF	CONDENSER INLET SIZE	CONDENSER OUTLET SIZE
1									

WASTE

	INDIRECT SIZE	DIRECT SIZE
1	1"	

Item 5 – Utility Serving Counter (1Req'd)

Model TST-7422 Dimensions: 36"(h) x 74"(w) x 32"(d) or equal

Solid top unit, mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5" dia. gray poly swivel casters with brakes.

1 ea – Solid surface countertop, 1/2" Corian, extended front edge on student's side, 34" high, 40" deep, and 66" long

1 ea – Decor lighting, LED lights under countertop on student's side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8" thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – 7" wide work shelf, 18ga stainless steel, on (3) stainless steel brackets, located on operator's side

3 ea – For stainless steel hinged bracket in lieu of standard bracket, each bracket

1 ea – Rectangular cutout, reinforced for supplied and installed drop-in cold well

3 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired in ICB

1 ea – Electrical interconnect box, outlets & breakers, mounted & wired to cord set

1 ea – 8 ft. cord & plug, NEMA number L14-30P

1 ea – Special height & length, stainless control panel, base partition, louvered grilled, install & wire drop-in unit

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – On customer's side

2 ea – on the end, each

1 ea – Model ADI-4M-N7 Drop-in cold food pan, refrigerated, 60-7/8"W x 25-1/2"D x 24"H, accommodates (4) 4" deep 12" x 20" pans, 300 series stainless steel top with overhang & locking tabs, 8" deep 300 series stainless steel interior liner, steel exterior housing, on/off switch, air-cooled condensing unit, (3) adapter bars included, 1" brass drain & plug, R134a, 6' cord, UL-EPH, cULus, NSF-7, 120v/60/1-ph, 3.9 amps, 1/4 HP, NEMA 5-15

1 ea – Model COND-EVAP condensate evaporator

1 ea – Model TS461-74 Self-service single shelf, adjustable and sloped fixed guard, glass over-shelf, adjustable guard one side, 3/8" glass guard, 12-1/2"W, 20"H, 1" dia. mounting posts in stainless steel with mounting flange, 1/4" glass end enclosures, all glass tempered with polished rounded edges, and modified length

1 ea – Lights under sneeze guard, low voltage LED mounted and wired to base, on/off switch, 120 volts, 30 watts, cord set & NEMA #5-15P

1 ea – 65" custom overhead canopy, (2) vertical tubes, (1) curved 2" horizontal main tube, (2) curved 1-1/2" horizontal side tube, Top cover, 12" diameter hanging sign, sign graphics, (2) 7" glass cone pendant light fixtures, on/off switch in base, 120 volt, 1 phase, 100 watts, black powder coat finish

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1						5-15	5.2		1/4		

ELECTRICAL 1 REMARKS

6' cord & plug

WATER

	HOT SIZE	HOT AFF	HOT GPH	COLD SIZE	COLD AFF	FILTERED SIZE	FILTERED AFF	CONDENSER INLET SIZE	CONDENSER OUTLET SIZE
1									

WASTE

	INDIRECT SIZE	DIRECT SIZE
1	1"	

Item 5.5 – Cart, Tray and silver (1 Req'd)

Model TTS-32SS Dimensions: 42"(h) x 32"(w) x 31"(d) or equal

Tray stand unit, mobile, 32"L, 31"W, 42"H, 16ga stainless steel top, tray surface 18" high, 16ga stainless steel utensil tower 28" x 10", 20ga stainless steel body & under-shelf, 5"dia. gray poly swivel casters with brakes

1 ea – Silverware dispenser, (7) utensil cylinders in stainless steel holder, 21.625”L, 9-3/4”W, 7-1/4”H, with 5” deep perforated white plastic cups

1 ea – Veneer plastic laminate on body (Note: manufacturer’s standard colors only, metallics, color-core & raised textures may incur additional cost)

1 ea 0 Veneer on customer’s side

2 ea – Veneer on end, each

Item 6 – Utility Serving Counter (1 Req’d)

Model TST-88SS Dimensions: 36”(h) x 88”(w) x 32” (d) or equal

Solid top unit, mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5” dia. gray poly swivel casters with brakes

1 ea – Solid surface countertop, 1/2” Corian, extended & curved front edge on student’s side, 34” high, length and shape per plan

1 ea – Decor lighting, LED lights under countertop on student’s side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8” thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – Rectangular cutout, reinforced for supplied and installed drop-in cold well

3 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired in ICB

1 ea – Electrical interconnect box, outlets & breakers, mounted & wired to cord set

1 ea – 8 ft. cord & plug, NEMA number 5-15P

1 ea – Special height & length, stainless control panel, base partition, louvered grille, install & wire drop-in unit

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – On customer’s side

2 ea – On the end, each

1 ea – Model ADI-4M-N7 Drop-in cold food pan, refrigerated, 60-7/8”W x 25-1/2”D x 24”H, accommodates (4) 4” deep 12” x 20” pans, 300 series stainless steel top, 8” deep 300 series stainless steel interior liner, steel exterior housing, remote mounted on/off switch with stainless steel face plate, air-cooled condensing unit, (3) adapter bars included, 1” brass drain & plug, R134a, 6’ cord, UL-EPH, cULus, NSF-7, 120v/60/1-ph, 3.9 amps, 1/4 HP, NEMA 5-15

1 ea – Model COND-EVAP Condensate evaporator

1 ea – Model TS461-88 Self-service single shelf, adjustable and sloped fixed guard, glass over-shelf with OUT lights, adjustable guard one side, 3/8" glass guard, 12-1/2"W, 20"H, 87-1/4" long, 1" dia. mounting posts in stainless steel with mounting flange, 1/4" glass end enclosures, all glass tempered with polished rounded edges, LED light

1 ea – Lights under sneeze guard, low voltage LED mounted and wired to base, on/off switch, 120 volts, 30 watts, cord set & NEMA #5-15P

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1						5-15	5.2		1/4		

ELECTRICAL 1 REMARKS

6' cord & plug

WATER

	HOT SIZE	HOT AFF	HOT GPH	COLD SIZE	COLD AFF	FILTERED SIZE	FILTERED AFF	CONDENSER INLET SIZE	CONDENSER OUTLET SIZE
1									

WASTE

	INDIRECT SIZE	DIRECT SIZE
1	1"	

Item 7 – Utility Serving Counter (1 Req'd)

Model TST-88SS Dimensions: 36"(h) x 88"(w) x 32"(d) or equal

Solid Top Unit, mobile utility counter, 14ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5" dia. gray poly swivel casters with brakes

1 ea – Solid surface countertop, 1/2" Corian, extended & curved front edge on student's side, 34" high, length and shape per plan

1 ea – Decor lighting, LED lights under countertop on student's side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8" thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – Rectangular cutout, reinforced for supplied and installed drop-in cold well

3 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired in ICB

1 ea – Electrical interconnect box, outlets & breakers, mounted & wired to cord set

1 ea – 8 ft. cord & plug, NEMA number 5-15P

1 ea – Special height & length, stainless control panel, base partition, louvered grille, install & wire drop-in unit

1 ea – Kickplates, powder coated steel, recessed, screw attached and textured black (217125)

1 ea – On customer's side

2 ea – On the end, each

1 ea – Model ADI-4M-N7 Drop-in cold food pan, refrigerated, 60-7/8"W x 25-1/2"D x 24"H, accommodates (4) 4" deep 12" x 20" pans, 300 series stainless steel top, 8" deep 300 series stainless steel interior liner, steel exterior housing, remote mounted on/off switch with stainless steel face plate, air-cooled condensing unit, (3) adapter bars included, 1" brass drain & plug, R134a, 6' cord, UL-EPH, cULus, NSF-7, 120v/60/1-ph, 3.9 amps, 1/4 HP, NEMA 5-15

1 ea – Model COND-EVAP Condensate evaporator

1 ea – Model TS461-88 Self-service single shelf, adjustable and sloped fixed guard, glass over-shelf with OUT lights, adjustable guard one side, 3/8" glass guard, 12-1/2"W, 20"H, 87-1/4" long, 1" dia. mounting posts in stainless steel with mounting flange, 1/4" glass end enclosures, all glass tempered with polished rounded edges, LED light

1 ea – Lights under sneeze guard, low voltage LED mounted and wired to base, on/off switch, 120 volts, 30 watts, cord set & NEMA #5-15P

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1						5-15	5.2		1/4		

ELECTRICAL 1 REMARKS

6' cord & plug

WATER

	HOT SIZE	HOT AFF	HOT GPH	COLD SIZE	COLD AFF	FILTERED SIZE	FILTERED AFF	CONDENSER INLET SIZE	CONDENSER OUTLET SIZE
1									

WASTE

	INDIRECT SIZE	DIRECT SIZE
1	1"	

Item 8 – Cash Register Stand (1 Req'd)

Model TCS-30SS Dimensions: 36"(h) x 30"(w) x 32"(d) or equal

Cashier Stand, mobile counter, 14 ga stainless steel interior frame & supports, 20ga stainless steel body & under-shelf, 5"dia. gray poly swivel casters with brakes, and stainless steel tube foot rest

1 ea – Utility drawer, stainless steel face & frame, 24.375" x 20" x 3-1/2" deep stainless steel liner, roller slides, & black pull handle (TCS-DR)

Bid No. 061015

1 ea – Cylinder lock & keys (TCS-LK)

1 ea – Solid surface countertop, ½” Corian, extended & curved front edge on student’s side, 34” high, length and shape per plan

1 ea – Decor lighting, LED lights under countertop on student’s side, mounted and wired to on/off switch in base, 120 volt, 1 phase, 30 watts

1 ea – Decor panels, plastic laminate on wood backer, mounted on front

2 ea – Veneer matching laminate on end, each (TSS-9P)

1 ea – Raised front decor, 3-form 3/8” thick Chroma series standard color panel, mounted on Decor Panel with stainless steel barrel stand off at each corner

1 ea – Round cutout with plastic grommet

1 ea – J-box & cover mounted in base for data cable

2 ea – Electric outlet in base, J-box, receptacle & cover mounted & wired to cord set

1 ea – 8 ft. cord & plug, NEMA number 5-15P

1 ea – Kickplates, powder coated steel, recessed, screw attached & textured black (217125)

1 ea – On cashier’s right

1 ea – On cashier’s left

1 ea – Opposite the cashier

***See attached sketches for reference**

Bid Pricing Sheet

Item Description	Total Cost
Item 1 – Utility Serving Counter (1 Req'd) Model TST-88SS – Dimensions 36”(h) x 88”(w) x 32”(d) or equal	\$
Item 2 – Utility Serving Counter (1 Req'd) Model TST-60SS Dimensions: 36”(h) x 60”(w) x 32”(d) or equal	\$
Item 3 – Utility Serving Counter (1 Req'd) Model TST-60SS Dimensions: 36”(h) x 60”(w) x 32”(d) or equal	\$
Item 4 – Utility Serving Counter (1 Req'd) Model TST-74SS Dimensions: 36”(h) x 74”(w) x 32”(d) or equal	\$
Item 5 – Utility Serving Counter (1Req'd) Model TST-7422 Dimensions: 36”(h) x 74”(w) x 32”(d) or equal	\$
Item 5.5 – Cart, Tray and silver (1 Req'd) Model TTS-32SS Dimensions: 42”(h) x 32”(w) x 31”(d) or equal	\$
Item 6 – Utility Serving Counter (1 Req'd) Model TST-88SS Dimensions: 36”(h) x 88”(w) x 32” (d) or equal	\$
Item 7 – Utility Serving Counter (1 Req'd) Model TST-88SS Dimensions: 36”(h) x 88”(w) x 32”(d) or equal	\$
Item 8 – Cash Register Stand (1 Req'd) Model TCS-30SS Dimensions: 36”(h) x 30”(w) x 32”(d) or equal	\$

*Must provide specifications at time of Bid turn in if submitting Bid with “or equal” items.

**Low bidder will be determined by the grand total amount for all line items.

Grand Total \$_____

Written Amount of Total Bid

Pricing must be FOB and not include tax.

AGREEMENT

THIS AGREEMENT becomes binding between the Contractor and the Madera Unified School District, hereinafter called the District, upon: Issuance of a Purchase Order and signature of acceptance on the Bid Form by the Director of Purchasing.

WITNESSETH: That the Contractor and the District for the bid and consideration hereinafter names agree as follows:

ARTICLE 1. **THE WORK.** The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required and to perform all the work in good and workmanlike manner, free from any and all liens and claims of mechanics, material men, sub-contractors, artisans, machinists, teamsters, drayman and laborers as may be required for services performed under this agreement.

ARTICLE 2. **THE CONTRACT.** The Contractor and the District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Agreement or Change Order and approved and signed by the District and Contractor. It is specifically agreed that the District shall have the right to request any alterations, deviations, reductions or additions to the Contract or Purchase Order or the Plans or Specifications or any of them and the amount of the cost thereof shall be added to or deducted from the amount of the Contract of Purchase Order Price aforesaid by fair and reasonable valuations thereof. And this Contract of Purchase Order shall be held to the completed when the work is finished in accordance with the Original Plans and Specifications as amended by such changes.

ARTICLE 3. **DISPUTES.** In the event of a dispute between the District and the Contractor as to an interpretation of any of the Specifications or as to the quality or sufficiency of materials or workmanship, the decision of the District shall for the time being prevail and the Contractor, without delaying the job, shall proceed as directed by the District without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation and should the Contractor be finally determined to be either wholly or partially corrected, the District shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the Contract or Purchase Order as a result of complying with the District's directions as aforesaid. In the event the Contractor shall neglect to prosecute the work properly or fail to perform any provisions of this Contract or Purchase Order, the District, after three days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereunder due to the Contractor, subject to final settlement between the parties as in this paragraph herein above provided.

ARTICLE 4. **CONTRACTOR INSOLVENCY.** If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Sub-contractors should persistently violate any of the provisions of the Contract, Purchase Order or Agreement, or if he should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Sub-contractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the District, then the District may serve written notice upon the Contractors of its intention to terminate the Contract or Purchase Order, such notice to contain the reasons for such intention to terminate the Contract or Purchase Order, and unless within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract or Purchase Order shall, upon the expiration of said five (5) days, cease and terminate. In the event of any such termination, the District shall immediately serve written notice thereof upon the Contractor, and the District shall have the right to take over and perform the Contract. The District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the

account and at the expense of the Contractor, and the Contractor shall be liable to the District for any excess cost occasioned the District thereby, and in such event the District may without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District.

ARTICLE 5. LIQUIDATED DAMAGES. The Contractor agrees that the work under this Contract shall be substantially completed as stated in the bid. Time of performance shall be deemed as of the essence hereof and it is agreed that actual damages from any delay in completion beyond the date provided for herein are extremely difficult or impossible of determination, accordingly, the Contractor and Surety shall be liable for and shall pay to the District the sum of **Five Hundred (\$500.00)** per calendar day as fixed, agreed or liquidated damages for delay in completing the work from and after the date of completion as provided for herein or any extension thereof until the work is completed or accepted; provided, however, the District may conditionally accept the work and occupy and use the same if there has been such a degree of completion as shall in its opinion render the same safe, fit, and convenient for the use of which it is intended and in such cases the Contractor and Surety shall not be charged for liquidated damages for any period subsequent to such conditional acceptance and occupation by the District but District may assess actual damages caused by failure of total completion during such period. The time during which the Contractor is delayed in said work by the acts or neglects of the District or its employees, or those under it by contract or otherwise, or by the acts of God which the Contractor could not have reasonably foreseen and provided for, or by stormy and inclement weather which delays the work, or by any strikes, boycotts, or like obstructive action by employees or labor organizations, or by any general lockouts or other defensive action by employees or labor organizations, or by any general lockouts or other defensive action by employers, whether general, or by organizations of employers, shall be added to the time for completion as aforesaid.

ARTICLE 6. EMPLOYMENT OF APPRENTICES. Contractor agrees to comply with all provisions of the Law regarding the employment of apprentices. (Labor Code sections, 1773.3, 1777.5 and 1777.6 and 3077 et. seq.) These sections require that contractors and subcontractors employ apprentices in a ratio of not less than one (1) apprentice for each five (5) journeyman, unless an exemption is granted, and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor.

ARTICLE 7. PREVAILING WAGE RATE. In accordance with the provisions of Section 1700, et. seq. of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in section 1773.8. It shall be mandatory upon the Contractor herein and upon any Sub-contractor to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty to the District **\$200.00** for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any sub-contractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

The Contractor and each Sub-contractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with the execution of this Contract or any sub-contractor thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Attention is directed to the provisions in Section 1777.5 and Section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor of any sub-contractor under him.

ARTICLE 8. **WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1816 of the Labor Code of the State of California, eight (8) hours labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of the said Contractor, or any Sub-contractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or forty (40) hours during any one calendar week. The Contractor and each Sub-contractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the District, or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that Contractor shall forfeit as a penalty to District the sum of One-hundred dollars (\$100.00) per day for each laborer, workman or mechanic who is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of this stipulation in accordance to Labor Code Section 1776. Failure to timely submit payroll records may result in debarment by the Labor Commissioner.

ARTICLE 9. **FORCE MAJEURE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

ARTICLE 10. **INDEMNIFICATION AGAINST LIABILITY.** Contractor agrees to indemnify, defend and save harmless the Madera Unified School District, its governing board, related entities and divisions, officers, agents and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's or contractors agents, employees or sub-contractor's performance or failure to perform under the terms of the contract documents, excepting only liability arising out of the sole negligence of the District.

ARTICLE 11. **INSURANCE.**

A. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this agreement the policies of insurance hereinafter described.

Contractor shall secure and maintain in force during the term of this agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. MADERA UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance.

Written notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Insurance afforded under the contractor's policy is primary and any insurance maintained by the District shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this contract.

Contractor will, at his own expense maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with the District prior to commencement of work no later than seven (7) calendar days from Notice of Award date.

B. **Workers' Compensation**. Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code Section 3200 et. seq. A certificate evidencing this coverage shall be filed with the District prior to the commencement of work under this agreement and will become part of the contract. Notification by the carrier to the District at least 30 days prior to cancellation, failure to renew, or other termination, is required.

C. **Bonds**. The successful contractor shall be required to enter into a written contract agreement, as provided by the Purchasing Department. The successful Contractor, upon notice of award of bid and prior to commencing work, may be requested to furnish in duplicate a Labor and Material Bond in the amount of **100%** of the contract price and a Faithful Performance Bond in the amount of 100% of the contract price. Said bonds to be secured from a Surety company satisfactory to the Board and they shall be filed with the district no later than seven (7) calendar days from the notice of award date.

All required bonds shall be calculated on the maximum total purchase price. A bidder's failure to submit the bonds requested may result in rejection of the bid proposal.

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

MUSD Project: Bid No.

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

PRIME POINT OF CONTACT

BID No.

Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the vendor's proposed offerings.

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

PIGGYBACK CLAUSE

Madera Unified School District hereby authorized other agencies (including public, private and charter school districts) to purchase equipment and services under Bid No. 061015, Serving Lines at Madera South and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the endor agrees to pay Madera Unified School District a reasonable 2% administration fee as allowed and provided for in Public Contract Code 20118 and 20652.

Under the terms and conditions of this contract the vendor may pass on the 2% and/or any other financial arrangements involving said transactions.

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

By signing below, Vendor agrees to allow other agencies (including public, private & charter school districts) to purchase equipment and services using the same terms and conditions of Bid No. 061015, and subsequent contract.

YES

NO

Date

Signature

Company

SUBMITTAL NOTES

- [illegible]

GENERAL NOTES

TOPS

BODIES & INTERIORS

3

SH-205 7/8" x 10" LAMINATE WHITE INDICATOR
D NUMBER 6833 KIT, ANIMATE CO OR NAME
ANIMATE CO, INC
NATURAL CAVE
ANIMATE BRAND - "SOLAR" ANIMATE

CASTERS

















KICKPLATES

WHERE NOT VATED BY SO-ECU
NSEE7 COULD PANSE

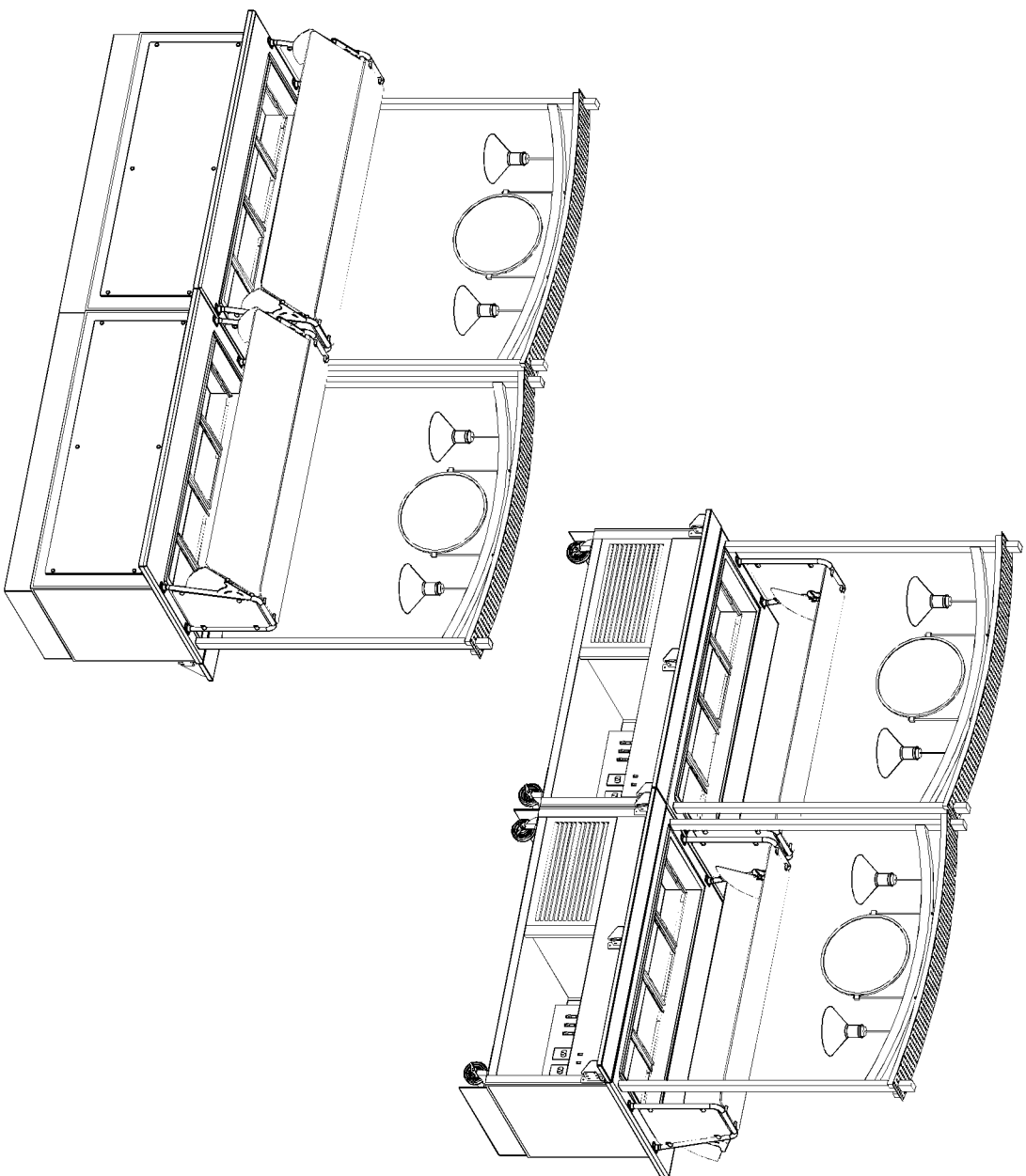
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AD-PT-2 3675

TRUSSES

SYMBOL LEGEND

DESCRIPTION	SYMBOL	UNIT OF MEASURE	SYMBOL
SIMPLE RECTANGLE		SQ. FT. RECTANGLE	
CIRCULAR AREA		SQ. FT. CIRCULAR AREA	
TRIANGULAR AREA		SQ. FT. TRIANGULAR AREA	
RECTANGULAR DISTANCE		LINEAL DISTANCE	
CIRCULAR DISTANCE		LINEAL DISTANCE	
PER. TAG		PER. TAG	
PLAN		PLAN	
SECTION		SECTION	

[illegible]



SUBMITTAL NOTES

GENERAL NOTES

CASTERS

KICKPLATES

NSF-7 COLD PANS

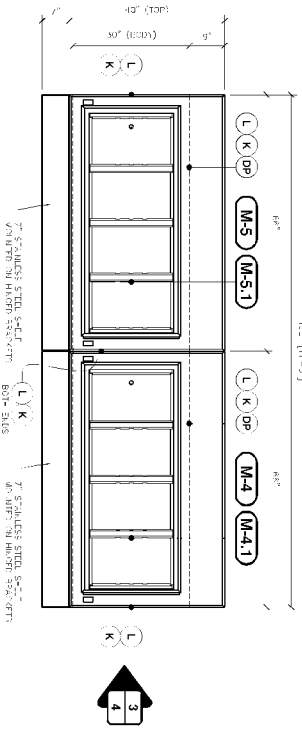
BREATHGUARDS

TRUSSES

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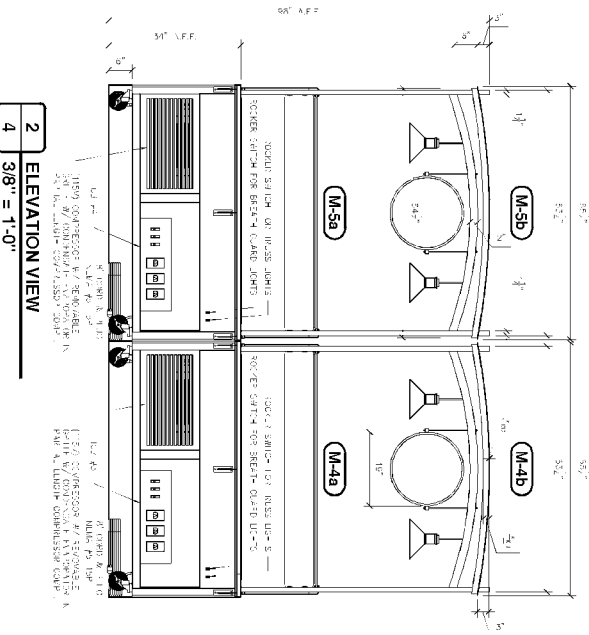
EQUIPMENT SCHEDULE

Item No.	Code Number	Factory	Manufacturer	Package	Material	Qty	Unit
M-4	1	131-4783	1	131-4783	1	1	1
M-4.1	1	131-4783	1	131-4783	1	1	1
M-4b	1	131-4783	1	131-4783	1	1	1
M-5	1	131-4783	1	131-4783	1	1	1
M-5.1	1	131-4783	1	131-4783	1	1	1
M-5b	1	131-4783	1	131-4783	1	1	1
M-5b	1	131-4783	1	131-4783	1	1	1

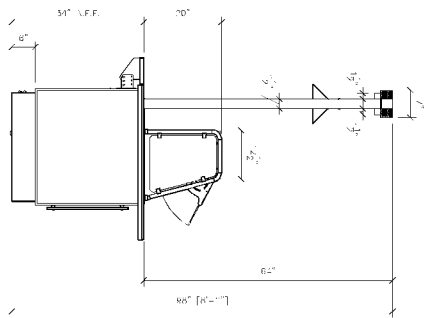


NOTE:
SNEEZE GUARDS NOT
SHOWN IN PLAN VIEW

1 PLAN VIEW
4 3/8" = 1'-0"



2 ELEVATION VIEW
4 3/8" = 1'-0"



3 END VIEW
4 3/8" = 1'-0"

SUBMITTAL NOTES

- [illegible]

GENERAL NOTES	
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BODIES & INTERIORS

STAND-OFF DECOR PANELS

3340D: CAS DESIGN, PATTERN 301A, PATMON, CO.30R, 2" ONE COILED
CASTERS

KICKPLATES

[illegible]

15. S (MAY) at 0000Z 11
ADAPT 3675

US 5,584,777 # 02 E-AN TO HC 3 DR30 PAPER 02 55 3 5 11 107 04 05 3 43 01 12
ADAPT 3875 ROCK 11 12

1.7.7. STAIN-RESISTANT FINISHES: CLEAR COAT, SEALERS, PROTECTORS & FIN FINISHES

1	ISOMETRIC VIEWS
5	NOT TO SCALE

[illegible]

EQUIPMENT SCHEDULE

Item No.	Code Number	Quantity	Unit	Material	Notes
M-5.5	1 50-0001	1	EA	100% S.S. 304	100% S.S. 304
M-6	100-0001	1	EA	100% S.S. 304	100% S.S. 304
M-6.1	100-0001	1	EA	100% S.S. 304	100% S.S. 304
M-6a	100-0001	1	EA	100% S.S. 304	100% S.S. 304
M-7	100-0001	1	EA	100% S.S. 304	100% S.S. 304
M-7.1	100-0001	1	EA	100% S.S. 304	100% S.S. 304
M-7a	100-0001	1	EA	100% S.S. 304	100% S.S. 304
M-8	100-0001	1	EA	100% S.S. 304	100% S.S. 304

1 PLAN VIEW

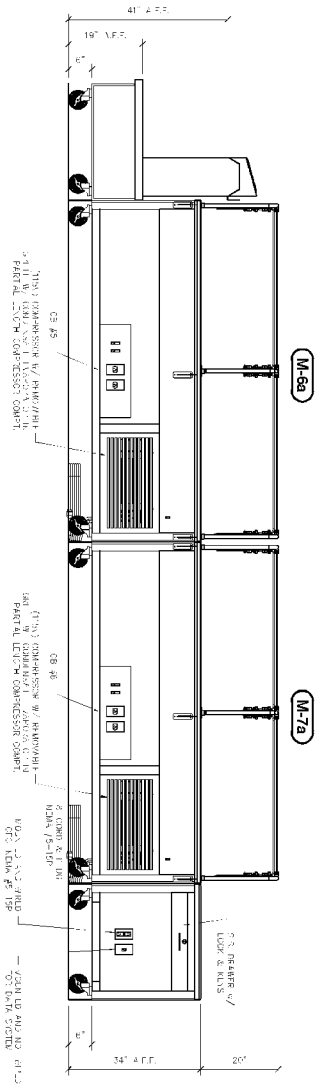
6 3/8" = 1'-0"



NOTE: SNEEZE GUARDS NOT SHOWN IN PLAN VIEW

2 ELEVATION VIEW

6 3/8" = 1'-0"



3 END VIEW

6 3/8" = 1'-0"

