# TRACY UNIFIED SCHOOL DISTRICT

# INVITATION FOR BID FOR MONTE VISTA SERVING LINE EQUIPMENT



BRANDY CAMPBELL DIRECTOR OF FOOD SERVICES TUSD FOOD SERVICE OFFICE 1875 W. LOWELL AVENUE TRACY, CALIFORNIA 95376 TELEPHONE: (209) 830-3255 FAX: (209) 830-3259 Email: bcampbell@tusd.net

# Tracy Unified School District INVITATION FOR BID of MONTE VISTA SERVING LINE EQUIPMENT

# Table of Contents

Notice Inviting Bidders	1
Summary	2
General Terms and Conditions	3-10
List of Required Submittals	11
Signature Page	12
Noncollusion Declaration	13
Workers' Compensation Certification	14
Alcohol and Tobacco Free Certification	15
Drug Free Workplace Certification	16-17
Criminal Records Check Certification	18
Suspension and Debarment Certification	19-20
Scope of Work	21
Exhibit A – BID FORM	

Exhibit B – PRODUCTS LIST FOR BID

Exhibit C - DRAWINGS

# **NOTICE INVITING BIDDERS**

NOTICE IS HEREBY GIVEN THAT the Tracy Unified School District (hereinafter referred to as "District", acting by and through its Governing Board, invites qualified suppliers to submit responses for the INVITATION FOR BID (IFB) FOR MONTE VISTA SERVING LINE EQUIPMENT

BIDs shall be **sealed** and **clearly marked with TUSD FOOD SERVICES INVITATION FOR BID FOR MONTE VISTA SERVING LINE EQUIPMENT,** and received up to, but no later than **2:00 PM**, **May 18, 2018**, and shall be received at:

TRACY UNFIED SCHOOL DISTRICT FOOD SERVICES OFFICE 1875 W. LOWELL AVE. TRACY, CA 95376

BIDs will be received at the above stated time and place, however, no commitment will be made at that time until all bids are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete bid may be rejected. Bidders must comply with the instructions contained in the bid package. It shall be the full responsibility of all bidders to insure that sealed bids are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the bid will not be accepted.* The District will not be responsible for late deliveries by U.S. mail or any other means.

All BIDs shall be made on form(s) furnished by the DISTRICT. Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Food Services Department or accessible on our website at <a href="https://www.tracy.kl2.ca.us">https://www.tracy.kl2.ca.us</a>.

All questions regarding the IFB shall be submitted in writing to Brandy Campbell, Director of Food Services via email to <u>bcampbell@tusd.net</u>.

The District reserves the right to accept or reject any and all BIDs and to waive any irregularities or informalities in any BIDs or in the IFB process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Dated: April 26, 2018 Publication Dates: 04/27/2018 & 05/04/2018

# SUMMARY

**Summary of Work:** Removal and replacement of Monte Vista Middle School kitchen serving line equipment.

**District Contact:** Brandy Campbell, Director of Food Services (209) 830-3255, <u>bcampbell@tusd.net</u>.

**Bids** will be accepted via mail or hand delivered no later than 2:00 p.m. on May 18th, 2018, at the District Education Center, 1875 W. Lowell Ave., Tracy, CA 95376.

**Mandatory Pre-Bid Conference** will be held on Wednesday, May 7<sup>th</sup>, 2018 at 2:00 p.m. at Monte Vista Middle School, 751 W. Lowell Ave., Tracy, CA 95376: Interested contractors can go to the Tracy Unified School District website <u>https://www.tracy.k12.ca.us</u> and click the link for "Departments", then "Food Services" for electronic version of documents.

**Schedule:** Beginning May 29, 2018, Completion date shall be within 45 calendar days from the award of the bid.

Insurance: Required.

Prevailing Wage: Required.

Registration with DIR: Required.

Award of Agreement/Rejection of Bids: The District reserves the right to reject any or all bids.

# GENERAL TERMS AND CONDITIONS

#### 1. Preparation of the Bid Form

The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bidders. Bids shall be submitted on the prescribed bid forms, completed in full. All bid items and statements shall be properly 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 govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in blue ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

#### 2. Form and Delivery of Bids

The bid shall be made on the Bid Forms provided, and the complete bid, together with an electronic copy of the bid forms and any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the Food Services Department of the District, address: 1875 W. Lowell Ave., Tracy, CA 95376, and must be received on or before the time set forth in the Notice Inviting Bidders. The envelope shall be plainly marked with the bidder's name, the Contract designation (INVITATION FOR BID FOR MONTE VISTA SERVING LINE EQUIPMENT), and the date and time that the BID is due. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. 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.

#### 3. District Requirements

The quantity shown is the estimate of consumption for the contract period, and is intended as a guide only. The District is not obligated to purchase the amount shown. The needs of the District may be substantially more or 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. If at any time the successful bidder(s) should fail or be unable for any reason to provide items and in the volume as needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

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 delivery may extend beyond such period.

#### 4. Brand Name and Manufacturer Code

Where brand names and models of their "equal' are identified such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective bidders a description of the articles required.

Substitution after the award will not be permitted.

If bidding on a brand different from the item specified, and/or manufacturer code different than the item specified, the bidder(s) shall state the brand name and manufacturer code in the column provided. If none is indicated, it shall be understood that the bidder is

quoting on the exact brand name and manufacturer code specified in the bid form.

# 5. Prices

Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. 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.

## 6. Taxes

The District shall not be responsible for any taxes or surcharges of any kind with the exception of sales tax or use tax where applicable. Applicable taxes shall be added by the vendor to the invoices(s), and shall not be included in the bid.

### 7. Domestic Origin

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your cet1ification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

### 8. Buy American

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for the Program meals. A 'domestic commodity or product' is defined as one that is produced in the U.S. and is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing in accordance with the requirements above (see Item 19). The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications: Price of the domestic food alternative substitute(s); and Availability of the domestic alternative substitute(s) in the relation to the quantity ordered.
- Reason for the exception; limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.

We require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

Supplier may use following language to provide the District with Buy American certification: "We certify that (insert commodity or product name) was produced and processed in the

U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S."

#### 9. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder, and must be in permanent blue ink.

### 10. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative BIDs, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

### 11. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic request at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of- attorney or other proof acceptable to the DISTRICT, which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

# 12. Method of Awarding Contract

District reserves the right of determination that items bid meet or do not meet bid specifications. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The contract will be awarded to the lowest responsive and responsible bidder(s). Equal bids: when bids are equal they shall be awarded by drawing of lots and shall be witnessed by (3) impartial observers. Definition of Criteria:

**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.

#### **13. Forfeiture for Failure to Execute Contract**

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, District may award the work to the next lowest bidder, or may call for new bids.

# 14. Inspection of Products Furnished

All items furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. If a product is rejected at the time of delivery, it must be removed from the place of delivery at once without expense to the District, and shall be replaced with satisfactory items. A corrected invoice shall be sent to the district.

#### 15. Invoices and Payments

The contractor shall provide itemized invoices in duplicate to the name and address listed on the cover page of this document. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the items are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two copies of each delivery invoice. The vendor will inform the District of any special discounts for payment received within a ten-day period. Contractor shall furnish a recap of items purchased upon request.

## 16. Authorized Purchase Agents

The Director of Food Services, Food Services Coordinator, Secretary to the Director of Food Services, and Food Service Supervisors are the only authorized purchase agents for the District.

### 17. Delay Due to Unforeseen Circumstances

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

#### 18. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any subvendors employed on the work by him.

#### 19. Compliance with Laws

Seller shall in the performance of work under district's order fully comply with applicable federal, state and local laws and regulations, and shall indemnify and hold District harmless from any liability, cost or expense (including without limitation District's court costs and reasonable attorney's fees) resulting from seller's failure of compliance. Seller agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should seller fail to comply with any law(s) the District may terminate the agreement without notice.

# 20. Contractor is Not an Officer, Employee or Agent of the District

While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

# 21. Authority

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

#### 22. Equal Employment Opportunity

In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, and disability. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, age, sex, and disability. Such actions shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

### 23. Termination for Default

If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

# 24. Termination of Agreement for No Cause

District MAY TERMINATE THIS Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

### 25. Assignment of Contract

The successful vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the terms appearing on this bid, which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of TUSD Governing Board. Notice is hereby given that the District will not honor any assignment made by the vendor unless the consent in writing, as indicated above, has been given.

#### 26. Next Best Bidder

If the successful bidder withdraws its BID, or fails or refuses to execute the Service Contract or to perform in accordance with its terms, the District may award the Contract to the bidder(s) with the next best BID.

#### 27. Addenda or Bulletins

Any addenda or bulletins issues by the District during the time soliciting bid or forming a part of the bid loaned to the vendor for the preparation of this bid shall be covered in the bid and shall be made a part of the contract

#### 28. Contingencies and Changes

Bids shall be firm and not made contingent upon events or engineering which will not have occurred until after the bid is awarded.

#### 29. Additional Items

During the term of this agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this agreement.

## 30. Tobacco-Free and Drug-Free District

The District has been designated as a Tobacco-free and Drug-Free District. Tobacco (smoked or smokeless) or drug use is prohibited at all times on all areas of District property. Successful bidders shall submit the Alcohol and Tobacco-Free Certification as well as the Drug-Free Workplace Certification included with the IFB packet upon award of contract.

### 31.IRS Requirements

The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District.

a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party.

b) The bidder will complete IRS form W-9 providing taxpayer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within (60) days from the date of the contract start date.

### 32. Fingerprinting Requirement

Successful bidders shall submit upon award of contract, a fully executed "Criminal Records Check Certification" form. Although Education Code 45125.2(a) (3) provides an option regarding District surveillance, the District does not provide this as an option to the Contractor. California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completion of the "Criminal Records Check Certification" form, which is provided in the IFB Documents.

#### 33. Protests

If the bidder protests the award of a contract, he/she should contact the District by contacting Brandy Campbell at bcampbell@tusd.net. The District will respond within 30 days.

#### 34. Insurance Requirements

Limited Indemnification and Hold Harmless: CONTRACTOR and its agents, officers and employees shall defend, indemnify, and hold harmless TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which TUSD, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extend caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of CONTRACTOR in the performance of and in accordance with the terms of the Agreement entered into between CONTRACTOR and TUSD. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this

Agreement shall survive the expiration or earlier termination of this Agreement.

Commercial General Liability Insurance: CONTRACTOR shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by CONTRACTOR. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "All" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between TUSD and CONTRACTOR. All policies shall contain a provision requiring thirty (30) days written notice to be given to TUSD prior to cancellation, modification, or reduction of limits.

Additional Insured Endorsement: TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the TUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

Limitation of Commercial, General Liability and Property Damage Insurance: Total limits shall be no less than one million (\$1,000,000.00) dollars on a per occurrence basis for all coverage's and two (\$2,000,000.00) dollars general aggregate.

Certificate of Insurance: Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly authorized agent of CONTRACTOR'S insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.

Workers' Compensation: CONTRACTOR shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "CONTRACTOR is 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 such provisions before commencing the performance of the Agreement." Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, or an insurance certificate executed by a duly-authorized agent of CONTRACTOR'S insurance provider. Injury and Illness Prevention: CONTRACTOR shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "CONTRACTOR is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to TUSD upon request.

#### 35. Entire Agreement

The complete Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

### 36. Authority

Each person executing this agreement warrants that he or she has the authority to so execute this agreement and that no further approval of any kind is necessary to bind the parties hereto.

# LIST OF REQUIRED SUBMITTALS INVITATION FOR BID of MONTE VISTA SERVING LINE EQUIPMENT

NOTE: The following items must be filled in completely with appropriate signatures and submitted with your bid. Failure to submit any of the required materials will be non-responsive to the bid requirements and may be grounds for disqualification.

- 1. Exhibit A BID FORM
- 2. Electronic copy of bid documents (Exhibit A in format as provided by District)
- 3. Signature Page
- 4. Noncollusion Declaration
- 5. Worker's Compensation Certification
- 6. Alcohol and Tobacco Free Certification
- 7. Drug-Free Workplace Certification
- 8. Criminal Records Check Certification
- 9. Suspension and Debarment Certification

# SIGNATURE PAGE

### INVITATION FOR BID FOR MONTE VISTA SERVING LINE EQUIPMENT

#### TRACY UNIFIED SCHOOL DISTRICT

#### FOOD SERVICES DEPARTMENT

#### 1875 W. LOWELL AVENUE

#### TRACY, CALIFORNIA 95376

NOTICE IS HEREBY GIVEN that written BIDs are being requested from Tracy Unified School District Food Services Department, for MONTE VISTA SERVING LINE EQUIPMENT. The written BIDs must be sealed and will be received up to 2:00 p.m. on May 18th, 2018.

ALL written BIDs must be made on forms obtained from the Food Services Office, Tracy Unified School District and signed by the vendor.

WE, the undersigned, have reviewed the General Terms and Conditions as outlined in the Invitation for Bid for MONTE VISTA SERVING LINE EQUIPMENT as specified by Tracy Unified School District Food Services Department.

WE, the undersigned, agree to furnish the product specified at the quoted price and to comply with conditions of this IFB Document.

IT IS UNDERSTOOD that in the event we should fail to provide the products specified at the quoted price, and/or fail to comply with the conditions as stated in the IFB Document, the district reserves the right to cancel any contract.

**Original Signature** 

Name & Title (print)

Date

Vendor Name

Address

Telephone Number/FAX number

## NONCOLLUSION DECLARATION

#### to Be Executed by Bidder and Submitted with Bid

# INVITATION FOR BID FOR MONTE VISTA SERVING LINE EQUIPMENT

(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. 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	e State of Califo	rnia that the
foregoing is true and correct and that this declaration is exec	uted on	[date],
at	[city],	[state].

Signature of Officer

Typed Name of Officer

Office

#### WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

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

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

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

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

I am aware of the provisions of 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 the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

(Proper Name of Vendor)

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

(Signature of Authorized Signor)

(Title of Signor)

Ву:\_\_\_\_\_

(Signature of Authorized Signor)

(Title of Signor)

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

# ALCOHOL AND TOBACCO FREE CERTIFICATION

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICTowned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Authorized Official of Contractor	:	(company name)
Print Name	Title	
Phone Number	Email Address	
Signature	Date	

*Note:* This document must be executed and submitted with the executed Agreement between Owner and Contractor.

# DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by 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 or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employeeassistance 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 or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and

(c) require 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 DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in Item 45 of the Information for Bidders.

### VENDOR

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

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

Name/Title:

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

Ву: \_\_\_\_\_

Name/Title:

# CRIMINAL RECORDS CHECK CERTIFICATION (Vendor Fingerprinting Requirements)

## **VENDOR CERTIFICATION**

With respect to the Agreement dated\_\_\_\_\_\_, 2018 by and between Tracy Unified School District ("DISTRICT") and \_\_\_\_\_ ("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

# VENDOR EXEMPTION

Pursuant to Education Code section 45125.1, the Tracy Unified School District ("DISTRICT") has determined that \_\_\_\_\_("VENDOR") is exempt from the criminal background check certification requirements for the agreement dated \_\_\_\_\_, 2018 by and between DISTRICT and VENDOR ("Agreement") because

- [] VENDOR's employees will have limited contact with DISTRICT students during the course of the Agreement; or
- [] Emergency or exceptional circumstances exist.

**District Official** 

Date

# SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS:** SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 - 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this BID, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this BID.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

# INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this BID is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "BID," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this BID is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# SCOPE OF WORK

The District is seeking bidders who can supply and furnish kitchen equipment along with removal and installation according to the specifics listed in this bid.

Vendors will bid pricing for delivery, installation and removal of old equipment.

Pricing shall be held firm for one (1) year from date of award by the School Board. Anticipated award date is **May 23<sup>rd</sup>, 2018**.

Awarded vendor will coordinate removal, delivery and installation with the Director Food Services. At no time will vendor access a school campus without District approval or knowledge.

BRANDS: Bidders shall indicate for each item bid, the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand. However, if the item bid varies from the one described; descriptive literature in the form of catalogs or brochures which illustrate the product sufficiently for evaluation must accompany the submitted bid for consideration. Bids received without this information or with insufficient information, as determined by the Evaluation Committee, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

All bid items shall include freight, delivery, installation & removal cost. Provide lead-time for delivery and installation once a purchase order has been issued.

Awarded vendors shall be responsible for activating all manufacturer warranties. All warranty information will be forwarded to the Director of Nutrition Service.

The District reserves the right to increase or decrease quantities as necessary.

# EXHIBIT A - BID FORM MONTE VISTA SERVING LINE EQUIPMENT

	Preferred Brand/ Description	Model	Qt y.	Unit/Price	Delivered Cost	Installation Cost	Removal of Old Unit Cost	Extended Cost	Lead Time
MV-2	Duke	TST-74SS	1						
MV-3	Duke	TST-74SS	1						
MV-4	Duke	TST-60SS	1						
MV-5	Duke	TST-74SS	1						
MV-6	Duke	TST-32SS	1						

## EXHIBIT B – PRODUCTS LIST FOR BID Specification Sheets (Page 1 of 3 pages)

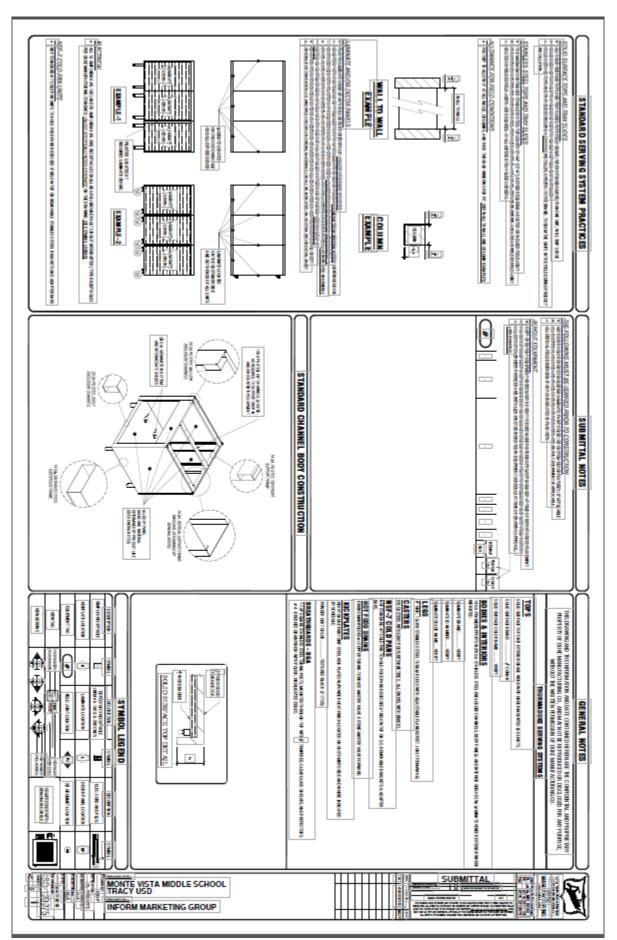
Item		Description	MFG	Model
MV-2	UTILITY SERV	ING COUNTER (1 REQ'D)	Duke Manufacturing	TST-74SS Dimensions: 36(h) x 74(w) x 32(d)
	ThurmodukoTM	Solid Top Lipit utility counto	r 14go otoiploog a	taal frame & ausparte 20ge staipless steel body &
		dia. swivel casters with brak		steel frame & supports, 20ga stainless steel body &
	1 ea			ker, extended 5" on customer side, 75" long, 36" wide,
		34" high		
	1 ea		rip mounted under	r countertop and wired to switch in base, 120V/60/1PH
	1 ea			nd stainless steel isolation trim ring
	1 ea	Special body height & stain		
	2 ea	Round cutout in end panel,		
	1 ea			s & circuit breakers mounted & wired to cord set
	1 ea 1 ea	10 ft. cord & plug, N.E.M.A.		ufacturer's standard colors only, metallics, color-core &
	i ea	raised textures may incur a		
	1 ea	Veneer on customer's side		
	2 ea	Veneer on end, each (TSS-	· /	
	1 ea			refrigerated, 60-7/8"W x 25-1/2"D x 26"H,
				00 series stainless steel top, 10" deep 300 series
				sing, remote mounted on/off switch with stainless steel
				apter bars included, 1" brass drain & plug, R134a, 6'
	1 00	cord & NEMA 5-15P, cULus		
	1 ea 1 ea	120v/60/1-ph, 5.2 amps, 1/4 Model BGA-1 Insignia custo		r ard & shelves per drawing, glass end enclosures,
				ents, posts extend through countertop and secured
				d profiled edges with rounded corners, and LED lights,
		120v/60/1ph, NSF compliar		
	1 ea			crew attached & 1/2" above floor for easy rolling
	1 ea	Textured black (217125)		crew attached & 1/2" above floor for easy rolling
	1 ea 1 ea	Textured black (217125) On customer's side		crew attached & 1/2" above floor for easy rolling
	1 ea	Textured black (217125)		crew attached & 1/2" above floor for easy rolling
	1 ea 1 ea 2 ea	Textured black (217125) On customer's side On the end, each	steel, recessed, so	
MV-3	1 ea 1 ea 2 ea	Textured black (217125) On customer's side On the end, each	steel, recessed, so	crew attached & 1/2" above floor for easy rolling Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d)
MV-3	1 ea 1 ea 2 ea	Textured black (217125) On customer's side On the end, each	steel, recessed, so	
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte	steel, recessed, so Duke Manufacturing r, 14ga stainless s	
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak	Steel, recessed, so Duke Manufacturing r, 14ga stainless s ses, NSF	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body &
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C	Steel, recessed, so Duke Manufacturing r, 14ga stainless s ses, NSF	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d)
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high	steel, recessed, so Duke Manufacturing r, 14ga stainless s æs, NSF orian on wood bac	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide,
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st	steel, recessed, so Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro	steel, recessed, so Duke Manufacturing r, 14ga stainless s es, NSF orian on wood bac trip mounted under op-in equipment, a	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain	steel, recessed, so Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac trip mounted under p-in equipment, an less steel control p	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 2 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel,	steel, recessed, so Duke Manufacturing r, 14ga stainless s tes, NSF orian on wood bac trip mounted under op-in equipment, a less steel control p 4" with plastic gro	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir	steel, recessed, so Duke Manufacturing r, 14ga stainless s ses, NSF orian on wood bac rip mounted under p-in equipment, a less steel control p 4" with plastic gro b base, receptacles	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 2 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A.	buke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac prip mounted under op-in equipment, a less steel control p 4" with plastic gro base, receptacles #14-30P	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 2 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a	Duke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac prip mounted under po-in equipment, an less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost)	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & cker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side	Duke Manufacturing Duke Manufacturing r, 14ga stainless s es, NSF orian on wood bac prip mounted under poin equipment, a less steel control p " with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P)	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & cker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set
MV-3	1 ea 1 ea 2 ea UTILITY SERV UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS-	Duke Manufacturing Duke Manufacturing r, 14ga stainless s es, NSF orian on wood bac prip mounted under po-in equipment, a less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) 9P)	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set sufacturer's standard colors only, metallics, color-core &
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS- Hatco Model HBGB-6018 H	Duke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac trip mounted under p-in equipment, an less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) -9P) leated Black Glass	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set s & circuit breakers mounted & wired to cord set s Shelf, built-in, 60"L, ceramic glass surface, uniform
MV-3	1 ea 1 ea 2 ea UTILITY SERV UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS- Hatco Model HBGB-6018 F heat, 100° - 200°F thermos	Duke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac rip mounted under poin equipment, a less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) -9P) leated Black Glass tatic control with lig	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set sufacturer's standard colors only, metallics, color-core &
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS- Hatco Model HBGB-6018 H heat, 100° - 200°F thermos cULus, UL EPH Classified,	Duke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac rip mounted under p-in equipment, a less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) 9P) leated Black Glass tatic control with lig ANSI/NSF 4	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set s Shelf, built-in, 60"L, ceramic glass surface, uniform ghted on/off rocker switch, choice of frame finish,
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS- Hatco Model HBGB-6018 F heat, 100° - 200°F thermos cULus, UL EPH Classified, Hatco 120v/60/1-ph, 1050	Duke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac rip mounted under p-in equipment, a less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) 9P) leated Black Glass tatic control with lin ANSI/NSF 4 watts, 8.8 amps, N	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & eker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set s Shelf, built-in, 60"L, ceramic glass surface, uniform ghted on/off rocker switch, choice of frame finish, NEMA 5-15P
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS- Hatco Model HBGB-6018 H heat, 100° - 200°F thermos cULus, UL EPH Classified, Hatco 120v/60/1-ph, 1050 Model CUSTOM Over-head	Duke Manufacturing Duke Manufacturing r, 14ga stainless s ces, NSF orian on wood bac rip mounted under p-in equipment, a less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) 9P) leated Black Glass tatic control with lig ANSI/NSF 4 watts, 8.8 amps, N d double shelves, 6	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) steel frame & supports, 20ga stainless steel body & sker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set s Shelf, built-in, 60"L, ceramic glass surface, uniform ghted on/off rocker switch, choice of frame finish, NEMA 5-15P (2) slanted 16ga stainless steel shelves, welded 1"
MV-3	1 ea 1 ea 2 ea UTILITY SERV Thurmaduke™ under-shelf, 5" 1 ea 1 ea	Textured black (217125) On customer's side On the end, each ING COUNTER (1 REQ'D) Solid Top Unit, utility counte dia. swivel casters with brak Custom Countertop, 1/2" C 34" high Decor Lighting, LED light st Cutout in countertop for dro Special body height & stain Round cutout in end panel, Electric inter-connect box ir 10 ft. cord & plug, N.E.M.A. Veneer plastic laminate on raised textures may incur a Veneer on customer's side Veneer on end, each (TSS- Hatco Model HBGB-6018 H heat, 100° - 200°F thermos cULus, UL EPH Classified, Hatco 120v/60/1-ph, 1050 Model CUSTOM Over-head	Duke Manufacturing Duke Manufacturing r, 14ga stainless s tes, NSF orian on wood bac p-in equipment, al less steel control p 4" with plastic gro base, receptacles #14-30P body (NOTE: man dditional cost) (TSS-5P) 9P) leated Black Glass tatic control with light ANSI/NSF 4 watts, 8.8 amps, N d double shelves, (a atco heat rods & light	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d) teel frame & supports, 20ga stainless steel body & cker, extended 5" on customer side, 75" long, 36" wide, r countertop and wired to switch in base, 120V/60/1PH nd stainless steel isolation trim ring banel mmet for cord pass s & circuit breakers mounted & wired to cord set s Shelf, built-in, 60"L, ceramic glass surface, uniform ghted on/off rocker switch, choice of frame finish, NEMA 5-15P (2) slanted 16ga stainless steel shelves, welded 1" ghts, heaters wired to base, 1" turn-up front edge on

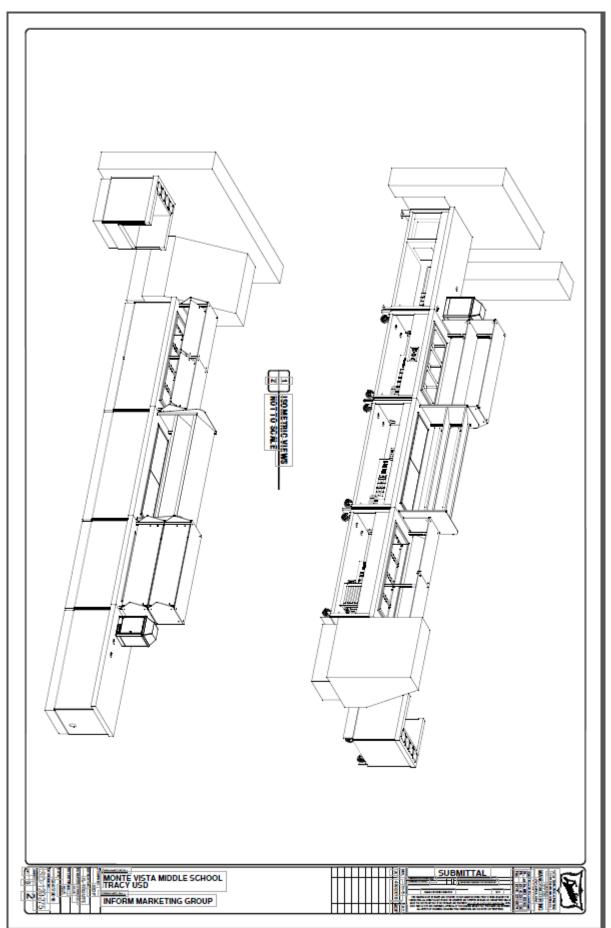
# EXHIBIT B – PRODUCTS LIST FOR BID Specification Sheets (Page 2 of 3 pages)

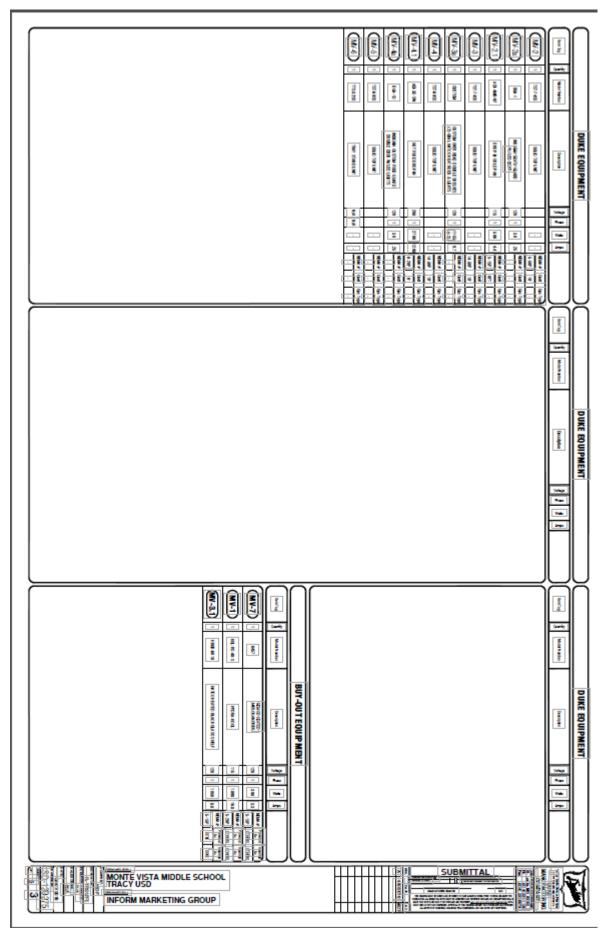
	1 ea	Textured black (217125)		
	1 ea	On customer's side		
	2 ea	On the end, each		
	2 00	On the end, each		
MV-4		UNTER, UTILITY (1 REQ'D)	Duke	Model TST-60SS Dimensions: 36(h) x 60(w) x 32(d)
	SERVING COU	UNIER,UILIII(IREQD)	Manufacturing	
			Manufacturing	
	<b>-</b> 1 1 1 TM			
				frame & supports, 20ga stainless steel body &
	under-shelf, 5	" dia. swivel casters with brakes, N		
	1 ea	Custom Countertop, 1/2" Corian	on wood backer	, extended on both ends, 61" long, 36" wide, 34"
		high		-
	1 ea		ounted under co	untertop, on front, and wired to switch in base,
	i ou	120V/60/1PH		
	1		automont and	stainlage steel isolation trim ring
	1 ea	Cutout in countertop for drop-in e		
	1 ea	Special body height & stainless s		
	2 ea	Round cutout in end panel, 4" wi		
	1 ea	Electric inter-connect box in base	e, receptacles &	circuit breakers mounted & wired to cord set
	1 ea	10 ft. cord & plug, N.E.M.A. #14-	30P	
	1 ea			cturer's standard colors only, metallics, color-core &
		raised textures may incur additio		
	1 00	Veneer on customer's side (TSS		
	1 ea		-46)	
	2 ea	Veneer on end, each (TSS-9P)		
	1 ea			c, with (3) 12" x 20" hot food wells, with remote
		control panel, 46-1/4" long, 12-3/	4" high, stainles	s steel top & interior liner, steel exterior housing,
		sealed wells with drains, cULus,	UL EPH Classifi	ed (Flyer)
	1 ea	208v/60/1-ph, 13.0 amps, 2700 v		
	1 ea			brass master valve, compression fittings factory
	r ca	assembled, for (3) well unit.		brass master valve, compression mangs ractory
	1		food objold doub	ale deals guarda & abalyza par drawing, glass and
	1 ea			ble deck guards & shelves per drawing, glass end
				olish accents, posts extend through countertop and
				lished profiled edges with rounded corners, and
		LED lights, 120v/60/1ph, NSF co	mpliant.	
	1 ea	Kickplates, powder coated steel,	recessed, screv	v attached & 1/2" above floor for easy rolling
	1 ea	Textured black (217125)		
	1 ea	On customer's side		
	2 ea	On the end, each		
	2 60	On the end, each		
MV-5			Duke	Madal TST 7488 Dimonsiana, 26(h) x 74(w) x 22(d)
1010-5	UTILITY SERV	/ING COUNTER (1 REQ'D)	Manufacturing	Model TST-74SS Dimensions: 36(h) x 74(w) x 32(d)
			wanuacturing	
	<b>-</b> 1 1 1 TM			
				frame & supports, 20ga stainless steel body &
	under-shelf, 5	" dia. swivel casters with brakes, N		
	4 ea	Flanged Feet and 6" high stainle	ss steel legs, sta	inless steel adjustable foot
	1 ea	Custom Countertop, 1/2" Corian	on wood backer	, extended 5" on customer side, 75" long, 36" wide,
		34" high		
	1 ea		ounted under co	untertop and wired to switch in base, 120V/60/1PH
	3 ea	Round cutout in countertop, 2.75		
				initiet for cold pass
	1 ea	Special body height & length per	•	
	2 ea	Round cutout in end panel, 4" wi		
	5 ea	Electric outlet in base, J-box, rec	eptacle & cover	mounted & wired to a single point connection,
		specify NEMA number		
	1 ea		nless steel partiti	on & hinged door, panel box, circuit breakers
		mounted & wired, stainless steel		
	1 00			
	1 ea			cturer's standard colors only, metallics, color-core &
		raised textures may incur additio		
	1 ea	Veneer on customer's side (TSS	-5P)	
	2 ea	Veneer on end, each (TSS-9P)		
_	1 ea	Kickplates, powder coated steel,	recessed, screv	v attached & 1/2" above floor for easy rolling

# EXHIBIT B – PRODUCTS LIST FOR BID Specification Sheets (Page 3 of 3 pages)

1 ea	Textured black (217125)		
1 ea	On customer's side		
2 ea	On the end, each		
<sup>∥V-6</sup> UTILITY	SERVING COUNTER (1 REQ'D)	Duke Manufacturing	Model TST-32SS Dimensions: 36(h) x 32(w) x 32(d)
Thurma	duke™ Solid Top Unit, mobile utility cour	ter, 16ga stainle	ess steel top, 20ga stainless steel body, 5" dia. gray
poly swi	vel casters with brakes, NSF	e e	
1 ea	Custom countertop & tray platfor	rm, 1/2" Corian c	on stainless steel base with 2.5" edges, 33" long, 31"
1 ea	Custom countertop & tray platfor deep, and 36" high		
	Custom countertop & tray platfor deep, and 36" high Recess top for foam trays, match	hing Corian rece	on stainless steel base with 2.5" edges, 33" long, 31" ess area 18" high, 21" deep & 26.25" wide, tray
1 ea	Custom countertop & tray platfor deep, and 36" high Recess top for foam trays, match platform, rear & sides lined in Co	hing Corian rece orian	
1 ea 1 ea	Custom countertop & tray platfor deep, and 36" high Recess top for foam trays, match platform, rear & sides lined in Co Cutouts in countertop for 1/6 par	hing Corian rece orian ns	ess area 18" high, 21" deep & 26.25" wide, tray
1 ea 1 ea 4 ea	Custom countertop & tray platfor deep, and 36" high Recess top for foam trays, match platform, rear & sides lined in Co Cutouts in countertop for 1/6 par Veneer plastic laminate on front	hing Corian rece orian ns & both ends with	ess area 18" high, 21" deep & 26.25" wide, tray
1 ea 1 ea 4 ea 1 ea	Custom countertop & tray platfor deep, and 36" high Recess top for foam trays, match platform, rear & sides lined in Co Cutouts in countertop for 1/6 par Veneer plastic laminate on front Base enclosure on front, stainles	hing Corian rece orian s & both ends with ss steel panel un	ess area 18" high, 21" deep & 26.25" wide, tray







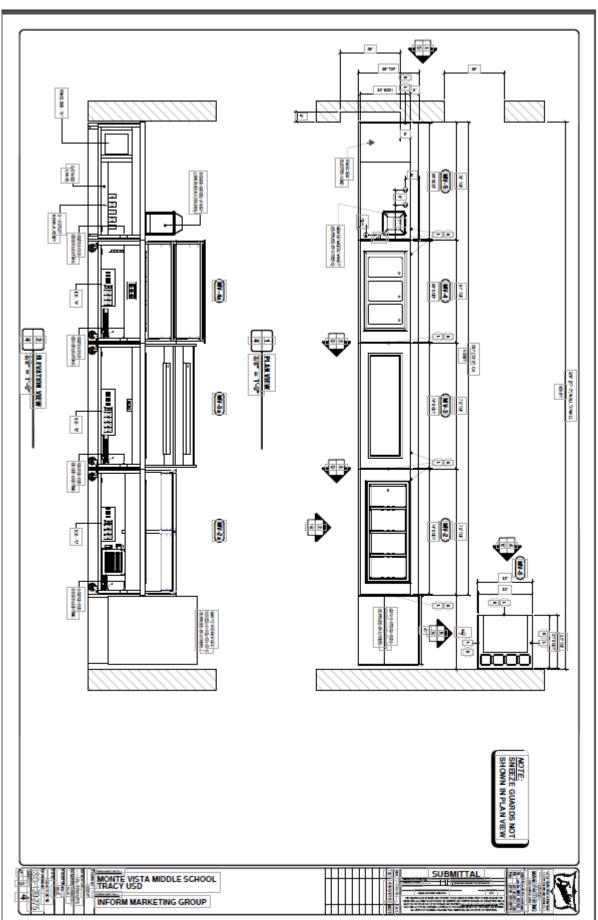


EXHIBIT C - Drawings (Page 4 of 5 pages)

