



Bid No. 2223-13

Refrigeration & Ice Making Units -- Maintenance & Repairs

Contact:

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Bid Deadline:

Wednesday, January 18, 2023, 9:00 a.m.
Capistrano Unified School District
Education Center, Main Lobby
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road, San Juan Capistrano, CA 92675

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***Must be completed and submitted with bid – No exceptions.**

****Will be required by the successful bidder after bid is awarded.**

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I. NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Capistrano USD, acting by and through its Board of Trustees, hereinafter referred to as "CUSD," will receive up to, but not later than, **January 18, 2023, 9:00 a.m., PST**, sealed bids at the place identified below for the award of a contract for **Bid No. 2223-13 Refrigeration & Ice Making Units -- Maintenance & Repairs License Requirement – C38**

Place of Bid Receipt: Capistrano USD/Education Center
33122 Valle Road
San Juan Capistrano, CA 92675

To receive the official bid documents and addenda you must register on the District's website:
<https://www.capousd.org/subsites/Purchasing/> Doing Business

All bidders' requests for information and/or clarification regarding this procurement must be submitted via e-mail to Lynh N. Rust, at lnrust@capousd.org. All requests must be submitted no later **January 9, 2023, 9:00am, PST**. Any requests made after such date shall not be responded to.

Bids shall be received in the place identified above, and shall be opened at the above-stated time and place. CUSD's records will be presumptive evidence of receipt.

Each bid must conform and be responsive to the bid documents. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount one hundred dollars (\$100), payable to the District.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of this bid.

District reserves the right to reject any or all bids or waive any irregularities or informalities in any bids or in the bidding.

II. BID OBJECTIVE

The Capistrano Unified School District (District) invites qualified and licensed Contractors to respond to this Invitation for Bids for preventive maintenance services and repairs for the District's Refrigeration Equipment & Ice Machine Services. The District's equipment to be covered under these services encompasses 195 square miles in seven cities and a portion of the unincorporated area of Orange County. With 63 campuses, it is the largest employer in south Orange County. The District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, Sendero/Rancho Mission Viejo, and Wagon Wheel.

This annual contract establishes an hourly rate of pay for, routine, recurring and usual maintenance work in the form of "service calls" related to commercial refrigeration systems for the preservation and protection of any District facility for its intended purpose. Maintenance work may include but is not limited to, the installation of new materials and removal of and replacement of commercial refrigeration equipment.

In addition to "service calls", the Contractor shall perform Quarterly Preventative Maintenance for the Food and Nutrition Services Department.

The District anticipates work assignments this year to be approximately \$125,000. This amount is approximate only and is intended to serve as a base for cost projections. The District is not bound to assign this dollar volume nor limited to this dollar volume.

REQUIRED LICENSES

C-38 – Refrigeration Contractor: A refrigeration contractor constructs, fabricates, erects, installs, maintains, services, and repairs refrigerators, refrigerated rooms, and insulated refrigerated spaces, temperature insulation, air-conditioning units, ducts, blowers, registers, humidity and thermostatic controls for the control of air, liquid, and/or gas temperatures below fifty (50) degrees Fahrenheit or ten (10) degrees Celsius.

SCOPE OF WORK

The following specification for the provision of preventive maintenance service and repairs outlines the services, at a minimum, required by the District.

The listing of maintenance tasks and procedures to be performed is not intended to be all inclusive. Rather, it is intended to be representative of the scope of maintenance service to be provided. Omission of the description of specific task or of identification of specific equipment or system components does not relieve the Refrigeration Contractor of the responsibility for maintenance of any part of the refrigeration systems and all associated operation, distributing and controlling equipment, devices or components. Contractor is to supply all labor and material to perform duties, all replacement parts and materials used shall be new and meet all original equipment manufacturer's specifications.

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Contractor shall carry parts and supplies to make field repairs to minimize equipment down time per the District supplied equipment inventory list. Parts and supplies shall include but not limited to: Coils, Gaskets, Compressor, Condenser, Door heater, Fan motor, Water pumps, Light bulbs, Door sweeps, Fan blades, Valves, Wiring, Piping, Thermostats, Switches, Relays, Capacitor, Power cords, Hoses, Timers, Filters, Fan guards, Fuses, Seals, Sight glass, Hinge assembly, Door locks, Ductwork

Commercial Refrigeration Preventative Maintenance (PM):

1. The District shall maintain an inventory of Food and Nutrition Services related equipment and make available to the contractor. (see Refrigeration Equipment List shown in Exhibit No. 2)
2. The Contractor agrees to maintain a working inventory of Food and Nutrition Services related equipment and to provide an updated copy to the District upon request.
3. Contractor shall perform quarterly preventative maintenance on all Food and Nutrition Service related equipment.
4. Schools have been grouped together in a manner to minimize trip time.
 - a. Any Edits to the Group lists below shall be submitted to the District no later than August 1st of each fiscal year.

Group 1	Group 2	Group 3
July, October, January & April	August, November, February & May	September, December, March & June
Elementary Schools: Tijeras Creek, Wagon Wheel, Castille, Reilly, Bathgate, Viejo, Hankey, Chaparral, Oso Grande,	Elementary Schools: Oak Grove, Canyon Vista, Wood Canyon, Laguna Niguel, Marion Bergeson, Crown Valley (CRA), Hidden Hills, Moulton, George White, Malcom	Elementary Schools: RH Dana, Del Obispo, Kinoshita, San Juan, Ambuehl, Palisades, Truman Benedict, Marblehead, Las Palmas, Concordia, Clarence Lobo,
Middle / K8: Ladera Ranch, Arroyo Vista (2 kitchens), Las Flores, Newhart	Middle / K8: Don Juan Avila, Aliso Viejo, Niguel Hills	Middle / K8: MFMS, Bernice Ayres, Shorecliffs, Vista Del Mar,
High Schools: CVHS, Tesoro HS, SJHHS	High Schools: ANHS	High Schools / Other: DHHS, SCHS & Central Kitchen

5. Contractor agrees to perform the following tasks each quarter on all District Food and Nutrition Services:
 - a. All Food Services Refrigeration Equipment and Ice machines
 - i. Contractor shall provide a Maintenance Worksheet for each PM site visit to include all the following:
 1. Clean Condensers
 2. Check Evaporator coils and clean as needed
 3. Check and record temperatures
 4. Check hardware and gaskets, make minor repairs or adjustments as needed
 5. Check basic operation of equipment including fan motors and freon charge of equipment with sight glasses
 6. Check drains
 7. Cleaning and descaling of ice machines
 8. For each preventative or corrective service performed, the Contractor shall provide a written record to the Director, Food and Nutrition Services and Director, Maintenance and Operations, with the following information:
 - a. Date of service.
 - b. School site & department name where work was performed at.
 - c. Name and signature of service technician.
 - d. Signature of authorized school site representative.
 - e. Detailed description of work performed.
 - f. Temperatures of equipment.
 - g. Parts and materials used.

Commercial Refrigeration Routine Repair / Service calls:

1. **Potential Repairs outside Preventative Services defined in Scope of Work**
 - a. Repairs up to \$500.00 may be approved by the Director, Food and Nutrition Services and/or the Director, Maintenance and Operations. Repairs and replacement costs are to be calculated using the hourly rate submitted on the bid sheet. The \$500.00 limit is based on labor and parts totaled together. There is not implied guarantee the work will be approved and the District reserves the option to obtain additional quotes.
 - i. Cleaning and descaling of other non-food services ice machines to be performed as needed
 - b. Requests for proposals for repairs should be submitted within 48 hours.

2. **On Call/Service Call Repairs: Maintenance**

Contractor shall perform routine maintenance of all District Commercial Refrigeration Equipment including all non-Food and Nutrition Service and repair services on all related equipment on an on-call as needed basis. The hourly rate will be the rate listed on the bid form for service during normal business hours. For after-hours, the rate will be at the listed rate on

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the bid form for after-hours service after normal business hours. Rates should be provided for normal working hours as well as after hours, weekend and holiday rates. Contractor will be required to respond to campus within 2 hours of a call.

3. The Contractor agrees to create and maintain a working inventory of non-Food and Nutrition Services related equipment and to provide an updated copy to the District upon request.

- a. Examples of typical calls may include:
 - 1. Refrigerator/Freezer at 60 degrees
 - 2. No power to a freezer
 - 3. Water leak in the walk-in refrigerator
 - 4. Hot air blowing in the freezer

4. **Invoices:**

When each job is completed, the Contractor shall, within 30 days, provide the District with a work invoice showing the materials installed; the time (beginning and end) required, and the date the work was completed. This invoice must be signed by the Director, Food and Nutrition Services and/or Director, Maintenance and Operations or a duly authorized agent and must be submitted along with one copy of the itemized invoice and approved work order for payment by the Capistrano Unified School District. The proposal and invoices must match the line items on the bid price sheet for audit purposes.

5. **Overtime:**

Overtime is defined as time worked in excess of eight hours during a regular workday shift; time worked on Saturdays, Sundays or holidays. All overtime must be authorized in writing by the Director, Food and Nutrition Services and Director, Maintenance and Operations or authorized agent and must be submitted with one copy of the itemized invoice for payment by the Capistrano Unified School District.

III. INSTRUCTIONS TO BIDDERS

To ensure eligibility of the submitted proposal, follow these instructions:

1. Sealed Bid Requirements

Bidders must submit one original, signed bid, executed by a representative authorized to legally bind the Bidder to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Bidders must use the form(s) furnished by the District. Bids received that fail to comply with these submittal requirements may not be considered for award.

2. Definitions

- a) District or CUSD shall mean the Board of Trustees of the Capistrano Unified School District and the area under its jurisdiction.
- b) Bidder shall mean any person, firm or corporation who submits a bid pursuant to this Bid.
- c) Vendor shall mean the successful bidder(s), whether a corporation, partnership, individual or any combination thereof, and its, their successors, personal representatives, executors, administrators, and assignees.
- d) The terms Bidder, Proposer, Contractor, and Vendor may all be used interchangeably and refer to that person, partnership, corporation, organization, agency, etc., which is offering the proposal and is identified on the Bid Form & Agreement.

3. Bidder's Responsibility

It is the responsibility of the Bidder to obtain all pages of the Bid package and all attachments thereto, together with any addenda to the Bid package that may be issued prior to the Bid due date. Bidders are required, before submitting their bid, to obtain and carefully examine the Bid specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

4. Bid Submittal

All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder. All bid pricing shall be on the Bid Form and Agreement, and signed by an authorized officer of the company. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed bid must be submitted in a sealed envelope.

5. Special Conditions

If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.

6. **Bid Security**

Each bid shall be accompanied by a bid security in the form of certified or cashier's check or bid bond in the amount **one hundred dollars (\$100)**, payable to the District and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after notice of award of the contract and furnish certificates and endorsements evidencing that the required insurance is in effect. It is understood and agreed that should bidder fail or refuse to return these documents as required by the District, the bid security shall be forfeited to the District. **If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Bid Documents.**

7. **Specification Variances**

For purpose of evaluation, the Bidder must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.

8. **Requests for Clarifications**

Any and all questions regarding this Bid, whether technical, procedural or otherwise, must be submitted via email to the attention of the purchasing agent designated herein by **9:00 AM** (local time) of **January 9, 2023**. All such interpretations and supplemental instructions will be in the form of written addenda to the Bid documents. No correction or clarification of any ambiguity, inconsistency or error in the Bid terms, conditions, or specifications will be made orally. Only the interpretation or correction given by the purchasing agent, in writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, explaining, or interpreting the Bid documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the purchasing agent in writing as soon as possible.

9. **Delivery of Bid**

One bid must arrive no later than **9:00 AM** (local time) on or before the due date specified on the cover sheet of this Bid. Bids shall be organized and shall include necessary information as to be in full compliance with the Bid specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the Bid general conditions, specifications or Bid submittal requirements. The response shall be submitted to the location specified on the cover sheet of this Bid. The District's records will be presumptive evidence of receipt.

10. **Bid Opening**

Bid openings shall be public at the date and time stated in the Bid.

11. **Bids Received Late**

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. It is the Bidder's responsibility to ensure that the bid is received by the Purchasing Department representative prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for bids received late because of delays of a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.

12. **Withdrawal of Bids**

Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

13. **Original and Renewal Term**

Unless otherwise indicated in the detailed specifications the award resulting from this bid shall be in effect for one (1) year commencing upon Board approval. The award resulting from this bid (or any portion thereof) has the option of being renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. At the request of the District and upon written agreement by both parties, the original or a renewal term may be extended for a total contract term not to exceed 60 months. The Bidder agrees to these conditions by signing its bid.

14. **Signature**

Any signature required on Bid Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Bid for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

15. **Prompt Payment Discount**

Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.

16. **Warranty/Guarantee**

All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Vendor. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **Bid Evaluation and Award**

Bids shall be reviewed in accordance with the BID specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all bids in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new bids, and/or consider alternate bids which meet the general specifications set forth. Bids which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award bids on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.

- a) A tabulation of the responses with intent to award shall be posted for review by interested parties on Capistrano Unified School District Purchasing department's website.
- b) A recommendation for award will be presented to the Superintendent, and subsequently to the Board of Trustees for consideration. The Board of Trustees exercises the authority to accept or reject bids. The award of the contract, if made by the District, will be by action of the Board of Trustees to the lowest responsive and responsible bidder who submits the lowest estimated total in conformance with the Invitation for Bids.
- c) If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

18. Notification of Award/Purchase Orders

Upon Board approval to award a contract, participating Bidders, successful and unsuccessful, shall be notified of the award configuration in writing and/or email by the Purchasing Department. Bidders who are awarded a contract resulting from this Bid are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.

19. Contract Documents

The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Purchasing Department will issue a letter of award. The District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this Bid, any addenda to this Bid, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Bidder and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and the District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.

20. Bidders Interested in More Than One Bid

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

21. General Information about the District

Founded in 1965, Capistrano Unified encompasses 195 square miles in seven cities and a portion of the unincorporated area of Orange County. With 63 campuses, it is the largest employer in south Orange County. The District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, Sendero/Rancho Mission Viejo, and Wagon Wheel.

➤ CUSD operates 63 schools/programs including:

- 32 elementary schools
- 2 K-8 schools
- 10 middle schools
- 6 comprehensive high schools
- 5 charter schools

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- 7 alternative schools/programs:
 - Adult Transition Program, Bridges Community Day School, California Preparatory Academy, Capistrano Home/Virtual Academy, Fresh Start and RH Dana Exceptional Needs Facility

The District is governed by a seven-member Board of Trustees, which generally meets at least monthly at the Capistrano Unified School District (CUSD) Education Center, 33122 Valle Road, San Juan Capistrano. Information about meeting times and agendas is available on the District website.

22. Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the vendor's control.
- b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
- c) The effect on pricing or availability of supply is substantial.
- d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Executive Director of Contracts & Purchasing within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period.

23. Vendor Performance

The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the Bid. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this bid must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Vendor, if applicable, shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations.

The Vendors employees shall refrain from using foul, abusive, or profane language on District property.

- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each school site.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may

be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Vendor shall take all reasonable steps necessary to insure that any employees or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. Vendor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the school property. Likewise, Vendor shall preclude any of its employees or subcontractor's employees from bringing any animal onto school property.
- q) If applicable, proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- r) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - 1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - 2. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - 3. The Vendor, if applicable shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - 4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - 5. All debris shall be removed to an environmentally approved landfill or recycling center.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN
TERMINATION OF CONTRACT.**

24. **Inspection, Identification and Acceptance**

Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

25. **Worker's Compensation**

Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Labor Code Section 3700 for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.

26. **Cancellation/Termination**

In the event any of the provisions of the contract awarded as a result of this Bid are violated by the Vendor, the Executive Director of Contracts & Purchasing or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this bid at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Vendor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Executive Director of Contracts & Purchasing.

27. **Default**

In the event that the awarded Vendor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.

28. **Liability**

Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Insurance Requirements form for District insurance requirements.

29. **Indemnity**

This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Vendor, at the Vendor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Board of Trustees members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Vendor, or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the Vendor, or individual entities comprising the Vendor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Vendor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Bid Documents;
- (f) any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.
- (h) This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Vendor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Vendor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

30. **Occupational Safety Hazards Act Requirements**

The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful Bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.

31. **Confidentiality**

Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

32. **Invoicing**

Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by Capistrano Unified School District's Purchasing Department. The Vendor will provide an original invoice to Capistrano Unified School District, Food Service Accounting Department, or Maintenance & Operations Accounting Department located at 32972 Calle Perfecto, San Juan Capistrano, CA 92675.

- a) All invoices shall include purchase order number for proper department identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Accounting Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
- b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
- c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
- d) All invoices are to clearly show the District's name and delivery location. Such as "Dana Hills High School Admin Office," or Dana Hills High School Kitchen"

33. **Liquidated Damages Recovery**

All work must be completed within the time limits set forth in the Bid Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the District, in an amount two hundred dollars (\$200.00) for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

34. **Contact Information**

The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.

35. **Bid Protest**

Any bidder may file a bid protest. The protest shall be filed in writing with the District not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

36. **Maintaining Public Records**

Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
- b) The Vendor may be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the vendor upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure.

37. **Vendor Background Screening Requirements**

Vendor will comply with all requirements of Education Code section 45125.1, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the California Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.

- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District

to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph

38. **Contractor's License**

To perform the work required by this notice, the Contractor must possess the contractor's license as specified in the Notice Calling for Bids, and the Contractor must maintain the license throughout the duration of the Contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

39. **No-Collusion Declaration**

Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

40. **Debarment**

Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- b. Intentionally or with reckless disregard, violated any term of a contract with the District
- c. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- d. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- e. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

IV. SPECIFICATIONS

1. DELIVERY REQUIREMENTS: Prices bid shall be inclusive of all costs including shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by District designee to the locations specified in Exhibit 1, Capistrano Unified School District Delivery Locations.
 - a. Successful Bidder(s) service response time guaranteed within 36 hours
2. ADDITION OR DELETION OF SITES: The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
3. BIDDER QUALIFICATIONS:
 - a. Bidder shall provide certification that their employees on staff are C-38 licensed. Possession of such certification shall be considered as evidence of joint responsibility on the part of the manufacturer and the vendor for warranty service and/or replacement of defective products.
 - b. .
 - i. Certifications to include:
 1. Employee certifications – Copy of C-38 electrical contractors license and DIR registration
 - a. No contractor or subcontractor may be awarded a contract for public works on or after April 1, 2015, unless registered with DIR pursuant California Labor Code section 1725.5. CONTRACTOR MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT:
<https://efiling.dir.ca.gov/PWCR/Search>
 - b. The Contractor or Subcontractor's technician assigned to perform maintenance of the system must be of journeyman level with a minimum of three (3) years' experience working on similar systems. All technicians that the bidder intends to utilize to perform work under the contract shall possess all applicable contractor licenses for the work they shall perform under the contract.
 - c. Technicians furnished by the Contractor and Subcontractor shall be reliable, properly experienced, and efficient in planning and doing the work required and cooperative with District staff and shall have satisfactorily worked for the Contractor or Subcontractor on at least three (3) occasions during the past one (1) year before the start of the work.
 - c. Bidder must have a valid Internet Electronic Mail (E-Mail) address monitored frequently during business hours in order to receive District requests for service. E-Mail address to be provided on the bidder response form.

4. TECHNICAL SPECIFICATIONS:

- a. All equipment bid shall meet or exceed National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL), Federal Communications Commission (FCC), American National Standards Institute (ANSI), International Standards Organization (ISO), Institute of Electrical and Electronics Engineers (IEEE), Electronics Industries Association (EIA), Association of Public Safety Commission Officials (APCO 25), and American Society for Testing and Materials (ASTM) requirements, standards, specifications, practices and/or procedures current at the time of contract award.
- b. While performing maintenance on District refrigeration equipment and ice machines, vendor shall be responsible for any corrective repairs necessitated by unauthorized actions on the part of the Vendor's technicians and for any fines incurred by the District as a direct result thereof. **Awarded Vendor shall maintain an updated inventory of District refrigeration equipment & ice machines (brand, model, year, etc.) organized by location. District shall receive updated copies of this inventory at the District's discretion.**
- c. The prices quoted for maintenance and service of existing District refrigeration systems shall be inclusive of, but not limited to the following:
 - i. All required equipment/material,
 - ii. All required insurance,
 - iii. All required overhead and profit/trip charges,
 - iv. All required vehicles and all required labor per man-hour and supervision.
- d. The successful Vendor(s) shall provide adequate information including drawings, if necessary, detailing additions and/or modifications to building infrastructure. Such materials shall become part of the "as built" information for the affected structure. The job will not be considered complete without submittal of this information.
- e. Before work begins, the Contractor shall furnish the District with a list of the assigned technicians. Technicians furnished by the Contractor and Subcontractor shall be cooperative with District staff, reliable, properly experienced, and efficient in planning in doing the work required. Assigned technicians shall maintain current & applicable licenses for the work performed under this Contract.

5. PROVISIONS:

- a. The installed equipment, parts, and materials shall be of the size and capacity of and be functionally equal to the equipment and parts being replaced or shall be as directed by the Director of Maintenance and Operations, or his duly authorized agent.
- b. Unless otherwise approved in advance by the Director of Maintenance and Operations, or designee, each service call will be answered by a qualified technician.
- c. The work shall be done in a workmanlike manner by competent, trained personnel, and in conformance with the building codes of the state, county, and cities in which the work is being done, including Title 19 and 24 of the Education Code. Any work judged to be unsatisfactory by the District's appointed inspector will be re-done at the Contractor's expense and may be considered grounds for termination of this Contract.
- d. The Contractor shall **provide service on a 7-day per week, 24-hour per day basis.** Service calls shall be answered within two hours after receipt of a call unless additional time is authorized by the District or the Director of Maintenance and Operations.

Capistrano Unified School District
Bid 2223-13
Refrigeration & Ice Making Units -- Maintenance & Repairs

- e. The Contractor shall be properly licensed in accordance with the laws of the State of California.
 - f. The Contractor shall take all necessary precautions to prevent injury or hazard to the Capistrano Unified School District, and shall avoid causing unreasonable inconvenience to the District.
 - g. The Contractor shall conduct operations in such a manner as to avoid damage to the property of the Capistrano Unified School District or to adjacent property. If any such properties are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense and to the satisfaction of the District.
 - h. Failure to begin the work or to pursue the work diligently shall be considered grounds for termination of the Contract.
 - i. FINAL CLEAN UP: The Contractor shall leave the work site in a clean and neat condition. If the work site is not left in a clean and neat condition, the Contractor will be called back to correct the condition at no extra charge to the District.
 - j. Acceptance of completed project shall be the responsibility of the Director, Food Services and/or Director of Maintenance and Operations or designee of the District.
6. PAYMENT:
- When each job is completed, the Contractor shall provide the District with a work ticket showing the materials installed, the time (beginning and ending) required to do the work, and the date the work was done; no payment will be made for travel time to and from the job site. This work ticket must be signed by the Director of Food Services or Director of Maintenance and Operations, or their fully authorized agent, and must be submitted along with one copy of the itemized invoices for payment by the Capistrano Unified School District. Your proposal and invoices must match the line items on the bid price sheet for audit purposes.
- a. Any falsification of work tickets and itemized invoices shall be considered as grounds for termination of this Contract.
 - b. The Contractor's payroll records shall be made available for inspection by the Capistrano Unified School District Auditor, the Purchasing Director, or Director of Maintenance and Operations.
7. ASSIGNMENT OF WORK:
- Work assignments made at any time during the contract period shall be completed under the terms and conditions of this Agreement.
8. OVERTIME:
- Overtime is defined as time worked in excess of eight hours during a regular weekday shift; time worked on Saturdays, Sundays or holidays; or other time worked during hours defined as overtime in the applicable collective bargaining agreement.

9. FAITHFUL PERFORMANCE AND PAYMENT BONDS:

The Contractor will furnish and maintain a Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and furnish and maintain a separate Payment Bond in an amount not less than one hundred percent (100%). The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded. **Bonds shall be on the forms set forth in these Bid Documents.**

The required bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, and each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract.

V. BID FORM & AGREEMENT

BIDDER NAME: _____

TO: CAPISTRANO UNIFIED SCHOOL DISTRICT

- A. Pursuant to District's "Notice Calling For Bids" and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Bid No.: 2223-13: Refrigeration & Ice Making Units -- Maintenance & Repairs

All in strict conformity with the Bid documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Purchasing Department of said District.

- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – DIR.**
- **Award of bid, to the lowest responsive and responsible bidder, will be determined by, who submits the lowest estimated total in conformance with the Invitation for Bids, as delineated in the Bid Form and Agreement**

REFRIGERATION PREVENTATIVE MAINTENANCE (PM)		
Item #	PM Rates - Portal to Portal	Monthly Rate
1	PM Monthly rate based on Equipment listed by Group	\$

REFRIGERATION On-Call / Service Calls - LABOR				
Item #	Hourly Labor Rates - (Portal to Portal)	Straight Time	Overtime	Holiday
2	Refrigeration Journeyman	\$	\$	\$
3	Apprentice	\$	\$	\$

REFRIGERATION - Parts and Supplies		
Item #	Description	% Markup
4	Parts and Supplies	

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- B. It is understood that District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within thirty (30) days after receipt of order.
- D. In submitting this bid, bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the bidder for sale to District pursuant to this bid. Such assignment shall be made and become effective at the time District tenders final payment.
- E. If bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ authorized to act for and bind the corporation.
- F. It is understood and agreed that if requested by District, bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
- G. The undersigned will grant District the option to extend any contract awarded hereunder for a period of one or four years from the date of expiration under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for <u>one</u> year:	__option granted	__option not granted
Extension option for a <u>second</u> year:	__option granted	__option not granted
Extension option for a <u>third</u> year:	__option granted	__option not granted
Extension option for a <u>fourth</u> year:	__option granted	__option not granted

- H. Bidder attests to having read and understands all documents contained and referenced in this bid.
- I, _____ the _____ (title) of the bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this bid and all the representations herein made are true and correct.

Capistrano Unified School District
Bid 2223-13
Refrigeration & Ice Making Units -- Maintenance & Repairs

COMPANY

Name: _____

Signed by: _____

Date: _____

Email: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Email: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Email: _____

Signed by: _____ **,

Dated: _____

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Officer or Employee Authorized to Legally Bind the Bidder

Capistrano Unified School District
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JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Email: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____ Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

Capistrano Unified School District
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and re required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. _____ Bid Form and Agreement
2. _____ Noncollusion Declaration
3. _____ Information Required of bidder
4. _____ Bid Objective & Specification
5. _____ Certification by Contractor Criminal Records Check
6. _____ Conflict of Interest
7. _____ Drug-Free Workplace Certification
8. _____ Tobacco Use Policy
9. _____ Workman's Compensation Certification
10. _____ Certificate Of Liability Insurance
11. _____ W-9 Form
12. _____ Vendor Form

CONTRACT TERM:

The term of this base contract is for one year beginning February 16, 2023, through August 31, 2024, and may be extended by mutual written agreement of both parties and upon Board approval, for a total term not to exceed five (5) years.

Annual expenditures requested under this Bid are estimated to be \$125,000.00. Actual expenditures will be dependent on the availability of funds and the amount may be more or less than what is currently estimated. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED:

CAPISTRANO UNIFIED SCHOOL DISTRICT:

VENDOR:

Signature: _____

Signature: _____

Print Name: Lynh N. Rust

Print Name: _____

Title: Executive Director, Contracts & Purchasing Title: _____

Board Date: _____ Date: _____

VII. INFORMATION REQUIRED OF BIDDER

A. GENERAL INFORMATION.

The bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: _____

2. Telephone: _____
3. FAX: _____
4. E-Mail _____
5. Type of firm: (check one) Individual __ Partnership __ Corporation __
Joint Venture __ Association __ Other: _____
6. Names and titles of all local officers of the firm:

7. Ownership: List all individuals that own 10% or more of the firm.

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____
8. Number of years that the firm has been in business under the present ownership:
_____ years.
9. Have you been in litigation on a question relating to your performance on a contract during the past three years? ____ If "Yes", explain, and provide case name and number:

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety?
If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years? ____ If "Yes", explain:

12. Have you ever failed to complete a contract in the last three years? ____ If so, give owner and details:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of District, other than purchase orders or contracts? Yes ____ No ____ If "Yes", please explain.

B. LIST OF REFERENCES.

Provide three (3) government agency references of similar scope and size to this solicitation. The District prefers government agencies to provide three (3) references. The District will consider responses with fewer than three (3) references. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

The following information should contain persons or entities familiar with the Bidder's work:

1. Name of Agency: _____

Agency Address and Telephone: _____

Capistrano Unified School District
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Contact Person: _____

Email: _____

Dates of Contract: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Email: _____

Dates of Contract: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Email: _____

Dates of Contract: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of _____, 2017, at

_____, State of _____.

City, County

(signature of officer)

(Print name of officer)

VIII. OTHER REQUIRED DOCUMENTS

- Certification by Contractor Criminal Records Check*
- Conflict of Interest*
- Drug-Free Workplace Certification*
- Tobacco Use Policy*
- Workman's Compensation Certification*
- Certificates of Liability Insurance**
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with "Sample"
- W-9 Form**
- Vendor Form**

***Must be completed and submitted with bid – No exceptions**

****Will be executed by successful bidder after award of bid, but before contract award is effective.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees ☐ will **OR** ☐ will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

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

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

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

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

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

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN
CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Lynh N. Rust at Inrust@capousd.org.



CONFLICT OF INTEREST

All contractors shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

COMPANY NAME _____

Have you or any of your staff been employed by Capistrano Unified School District (CUSD) in the last three years? Yes ____ No ____ if yes, please provide the following information:

Were you a full-time employee? Y/N ____ Part-time employee? Y/N ____
As-needed employee? Y/N ____ Consultant? Y/N ____ Other? ____ Explain: _____

What were the dates of employment or contract? _____

In which CUSD department(s)? _____

Supervisor(s) name(s)? _____

Please describe your job duties and responsibilities for each CUSD position held? _____

What was your last date of employment? _____

Do any Board of Trustees Member(s) or CUSD employees(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? Y/N ____ if yes, please provide the following information:

What is the name of the Board Members(s) or employee(s)? _____

What is his/her position/relationship with your company? _____

What percentage of your company's shares does he/she own? _____

Are any of your former employees or consultants presently employed by CUSD?

Y/N ____ if yes, please provide the following information for each such employee.

What is the name of the former employee(s)? _____

What was his/her title(s) at your company? _____

Describe his/her duties and responsibilities for each position held at your company? _____

What were the dates of his/her employment? _____

I declare under the Penalty of Perjury under the laws of the State of California that the above statements are true and correct to the best of my knowledge. This declaration was executed on the _____ day of _____, _____.

City & State of Signing: _____

Signature _____

Printed Name _____

Title _____

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

TOBACCO USE POLICY

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

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

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

Name of Bidder

Signature

Date



Capistrano Unified School District
San Juan Capistrano, California

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

Check only one of the boxes below

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: _____

Name of Consultant or Company: _____

Representative's Name and Title: _____

Signature: _____

(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 District prior to performing any Services under this Agreement.)



Capistrano Unified School District Insurance Requirements

All insurers must be duly licensed and admitted by the State of California

Mandatory Requirements (unless District reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

Minimum Limits (if required by District)

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Additional Insured Endorsement Language

"Capistrano Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

SAMPLE

ACORD <small>TM</small>		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) INSERT DATE	
PRODUCER NAME & ADDRESS OF INSURANCE COMPANY		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED NAME & ADDRESS OF COMPANY/ORGANIZATION		INSURERS AFFORDING COVERAGE				NAIC #	
		INSURER A: Name of Insurance Company					
		INSURER B: Name of Insurance Company					
		INSURER C: Name of Insurance Company					
		INSURER D: Name of Insurance Company					
		INSURER E: Name of Insurance Company					

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 1,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE AGGREGATE	\$ 3,000,000 \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
		OTHER Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Capistrano Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by third parties shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

 Capistrano Unified S D
 33122 Valle Road
 San Juan Capistrano, CA
 92675

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE _____ SIGNATURE REQUIRED

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY

(INSERT INSURED NAME)

COVERAGE DOCUMENT

(INSERT POLICY NUMBER)

ADMINISTRATOR

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Capistrano Unified SD

33122 Valle Road

San Juan Capistrano, California 92675

Description of Activities:

Capistrano Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE

SAMPLE

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Capistrano Unified School District Vendor Information Form

Contracts & Purchasing
June 2022

In order to process any type of payment and issue a purchase order, your organization or company information must be added or verified in our system. Please complete this Vendor Information form and return promptly via email to Eunji Kim at EUKIM@capousd.org. If further assistance is needed, please contact us at (949) 234-9441.

PLEASE PRINT OR TYPE

Company/Organization Name: _____

Other Names(s) Organization is "Doing Business As" (DBA): _____

Company/Organization service or commodity: _____

Company/Organization Primary Telephone Number: _____

Company/Organization Fax Number: _____

Does your company/organization accept Purchase Orders? _____

Email address for Purchase Orders: _____

Contact email address: _____

Mailing Address	Remit Address (if different from mailing address)
Address:	Address:
City/State/Zip:	City/State/Zip:
Attention To:	Attention To:
Email:	

Accounts Receivable Primary Telephone Number: _____

Accounts Receivable Primary Contact Name: _____

Title: _____ Email: _____

Is your Company a Corporation? (If other, please specify): _____

Provide One of the Following: Federal Tax I.D.: _____ Employer I.D.: _____

If entity is a sole proprietor/individual, then please provide:

Social Security No.: _____ Name (as it appears on SS ID card): _____

***** W-9 FORM MUST ACCOMPANY THIS VENDOR INFORMATION FORM *****

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1), contractors and subcontractors intending to bid or perform work on a public works project are mandated to annually register with the Department of Industrial Relations (DIR).

Contractor DIR Registration No.: _____

Contractor License No.: _____ Expiration Date: _____

Contractor License Type(s): _____

IX. TERMS AND CONDITIONS

- A. **NON-DISCRIMINATION.** In the performance of the terms of this Contract, Supplier agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. Therefore, the Supplier agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code Sections 12940 et seq. In addition, the Supplier agrees to require like compliance by all subcontractors employed to do work under this contract.
- B. **PROHIBITED INTERESTS.** No officer, employee or agent of District who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any material supply Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, or attorney of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.
- C. **STATE AUDIT.** Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of District, the Bidder, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds, including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this contract. Supplier shall preserve and cause to be preserved such books, records and files for the audit period.
- D. **CONTRACT DOCUMENTS.** The complete contract includes the following documents: the advertisement calling for bids, bid objective, instructions for bidders, information required of bidder, general terms and conditions, the specifications and drawings, the bid as submitted and accepted by District, the contract, the insurance policies, Supplier's certificate regarding worker's compensation, the performance bond, the payment bond, and any amendments thereto. All of these documents are complementary and what is called for by any one shall be as binding as if calling for by all.
- E. **CHANGES.** District may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for District in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this clause must be asserted within 30 days from the date of receipt by the Supplier of the notification of change, provided, however, that District, if he decides that the facts justify such action, may receive

and act upon any such cost of property made obsolete or excess as result of a change is included in the Supplier's claim for adjustment, District shall have the right to prescribe the manner of disposition of such property.

- F. **INSURANCE.** The Supplier shall maintain insurance to protect him from claims under workmen's compensation laws as required by Labor Code Section 3700 and for claims or damages for personal injury, including death and damage to property, which may arise from operations under the contract. The Supplier shall be required to file with District certificates of such insurance. Failure to furnish such evidence, if required by District, may result in District declaring the Supplier to be non-responsive or non-responsible. Specific insurance requirements may be called out in the bid.
- G. **INVOICES AND PAYMENTS.** Unless specified otherwise, the Supplier shall render invoices for materials delivered or services performed under the contract to Departments shown under Instruction for Bidder, item 35 - Invoicing . Invoices shall be submitted immediately on the form designated by District, under the same firm name as shown on the contract. District shall make payment for materials, equipment, supplies or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized District representative. All cash discounts shall be taken and computed from the date of delivery or acceptance of materials or the date of the receipt of the invoice, whichever is later.
- H. **PATENTS, ROYALTIES AND INDEMNITIES.** The Supplier shall hold and save District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of District.
- I. **NO ORAL AGREEMENTS.** No oral agreement or conversation with any officer, agent or employee of District, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.
- J. **PERMITS AND LICENSES.** The Supplier and all Supplier 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 listed therein. Each bid will specify what licenses and permits are required and the Supplier shall declare under penalty of perjury that he possesses the required licenses or permits.
- K. **ASSIGNMENT.** The Supplier shall not assign or transfer by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the consent of District, and sureties, if any. Assignment without prior DISTRICT consent shall be null and void.
- L. **HOLD HARMLESS.** The Supplier will hold harmless and indemnify the DISTRICT, its officers, employees and agents from every claim or demand which may be made by reason of:
 - 1. Any injury to person or property sustained by the Supplier or by any person, firm or corporation, employed directly or indirectly by the Supplier upon or in connection with the performance under the contract, however caused;

2. Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Supplier of any person, firm or corporation, directly or indirectly employed by the Supplier upon or in connection with the performance under the contract; and
3. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted work, secret process, trademark or patented or unpatented product or process under this contract.

The Supplier, at its own expense and risk, shall defend any legal proceedings that may be brought against District, its officers, employees or agents on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

M. **FORCE MAJEURE CLAUSE.** The parties to the contract may be excused from performance during the time and as to the extent that they are prevented from performing by any act of God, fire, strike, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that the nonperformance is not due to the fault or neglect of the party who does not perform.

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

O. **DISPUTES.**

1. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Supplier agrees to continue the work diligently to completion. If the dispute is not resolved, Supplier agrees it will neither rescind the Contract nor stop the progress of the work, but Supplier's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.
2. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of Supplier. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Supplier and District shall not be liable to Supplier for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Supplier an accounting of such funds disbursed on behalf of Supplier.
3. As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "ADJUSTMENTS TO CONTRACT PRICE".

P. DEFAULT.

1. The successful Supplier hereby agrees that time is of the essence in delivery of the items under this contract. District shall hold the Supplier responsible for any damage which it may sustain because of the failure or neglect by the Supplier to comply with any term or condition contained herein.
2. If the Supplier fails or neglects to furnish or deliver any of the materials, equipment, supplies or services listed herein at the prices named and the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, District shall give Supplier thirty (30) days written notice of default and the opportunity to remedy the violation or take steps to remedy the violation prior to termination. Should the Supplier fail to cure or take steps to cure the performance defect to the satisfaction of District during the thirty day default period, District may cancel the contract in its entirety or cancel or rescind any and all items affected by such default. District may, whether or not the contract is cancelled in whole or in part, purchase the materials, equipment, supplies or services elsewhere without notice to the Supplier. The prices paid by District at the time such purchases are made shall be considered to be prevailing market prices, and any extra cost incurred by District due to the Supplier's default shall be collected by District from the Supplier and/or the surety on the performance bond.

Q. DISTRICT'S RIGHT TO TERMINATE CONTRACT.

1. If the Supplier refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete delivery of said material and/or service within such time, or if the Supplier should file a petition for relief as a debtor, or should relief be ordered against Supplier as a debtor under Title 11 of the United States Code, or if Supplier should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if Supplier should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or instructions of District, or if Supplier or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon Supplier and its surety of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Supplier shall not be entitled to receive any further payment until service is finished or material delivered.
2. In the event of any such termination, District shall immediately serve written notice thereof upon surety and Supplier, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within seven (7) days after service upon it of said notice of

termination does not give District written notice of its intention to take over and perform this Contract or does not commence performance thereof within fifteen (15) days after date of serving such notice of termination by District on surety, District may take over the work and prosecute same to completion by Contract or by any other method it may deem advisable for the account and at the expense of Supplier, and Supplier and its surety shall be liable to District for any excess cost or other damages occasioned District thereby. Time is of the essence in this Contract.

3. If unpaid balance of Contract price shall exceed expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to Supplier. If such expense shall exceed such unpaid balance, Supplier shall pay difference to District.
4. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

R. **OPTION TO EXTEND THE TERM OF THE CONTRACT.** This contract is renewable, upon mutual agreement of both parties, by giving written notice of renewal, provided, that District shall have given preliminary notice of District's intention to renew at least sixty (60) days before this contract is to expire. (Such preliminary notice will not be deemed to commit District to renewals) The total duration of this contract, including the exercise of any option under this clause, shall not exceed five (5) years.

S. **CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR").** Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project.

Each contractor and subcontractor bidding on this project must register with the DIR. Each contractor and subcontractor will be required to pay an initial set up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00). The DIR's website is <http://www.dir.ca.gov>. Proof of such registration must be provided to District.

Contractors and subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement, (iv) no state of Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a contractor or subcontractor can still qualify by paying for applicable penalty). Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney.

Subject to certain limitations, each contractor and subcontractor may be required to comply with California labor Code §1776 (which require the submission on certified payroll records). These records, if required, will need to be submitted on a monthly basis to the California Labor Commissioner. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this project and, if needed, should consult with an attorney.

XI. **Exhibit No. 2 – Food Services Refrigeration Equipment List – By Site**

School	Equipment	Manufacturer	Model Number	Serial Number
#64 Harold Ambuehl ES	RI Refrigerator, 2 Door	McCall	R5002	M-085504
	*Milk Box	Traulsen	RMC-49D6	T93259I17
	Freezer Cart	Caravell	306995109807	706184261
#04 Aliso Niguel HS	WI Freezer/Refrigerator	Master-Bilt	D35RED82 KK	C-4244
	RI Refrigerator	Traulsen	1-ARI 1-32LUT	C-26014
	*Tabletop Refrigerator	TRUE	GDM-05-S-HC-LD	9424921
	*Refrigerated Countertop	Merchandise	GDM-05-S-HC~TSL01	9424922
	Ice Machine	Hoshizaki	B500SF	10433533
#63 Arroyo Vista ES	WI Refrigerator / Freezer	Heatcraft RMI	ELC056FS2 ADT130AK	E61834H
	Milk Box	Beverage Air	SMF-34-HC-1-W02	DWJ13464 T19G17206
#31 Arroyo Vista MS	WI Refrigerator / Freezer (Fan-Bohn)	Heatcraft RMI	6047	14405103
	Refrigerated Case (Counter Top)	TRUE	GDM-05-S-HC-LD	11757 11756
	Cold Storage Unit	Crescor	1011826DSD	8932369
#25 Aliso Viejo MS	WI Refrigerator (EDEY)	Russell	EZS-157	J110576-1389
	WI Freezer	Custom Cooler	14-1377	17995
	Ice Machine	Hosizaki	515MAH	E01808H
#27 Bernice Ayer MS	WI Freezer/Refrigerator	Kool Star	B2068-2	8038WP
	WI Refrigerator	Russell	AA28-134B	G9856458-021
	Refrigerated Case (Counter Top) - *7 Under warranty	TRUE	GDM-05-S-HC-LD	8927070
#71 Bathgate ES	WI Freezer/Refrigerator	Thermalrite	TR3478	903122
	Fan-WI Freezer/Refrigerator	Bohn	LET0651F ADT065AK	D94H01453 T16D06745
	*Milk Cooler	Traulsen	RMC-49D6	T98113J17
	Cold Unit	GA Systems	EL5-36	314
#67 Benedict ES	WI Freezer/Refrigerator	Duracold	9900171	60445
#68 Bergeson ES	*RI Freezer/Refrigerator	Utility	RIF-75-SS-2S-L RIR-75-SS-2S-L	7585B 7585
	Milk Box	Beverage Air	5MF58	2508051
	Milk Box, Small		ST34N-W-02	11403188
	Cold Unit	GA System	EC 536-C0146	164
#88 Canyon Vista ES	WI Freezer/Refrigerator	RMI	LCE665BMC6A LCA672AMC2A	D03B00714 D03A12479
	*Milk Box	Traulsen	RMC-49D6	T98432J17
	Cold Unit	GA Systems	EC536	219
#58 Castille ES	WI Freezer/Refrigerator	Bally	3478-2	DX88853902 DX88853901
	Milk Box	Beverage Air	ST24N-W-02	11403188
#105 Central Kitchen	WI Freezer	Kool Star		
	WI Refrigerator	Honeywell		
	RI Refrigerator, 3 Door	Traulson	ARI3-32LUT	110716
	*RI Refrigerator, 3 Door	Utility	RIR-100-SS-3S-L	6802D
	Cooler/Refrigerator		RIR-100-SS-3S-L	8225A
	Ice Machine	Hosizaki	KM-450-MAB	
	Blast Chiller	Victory	VBCF-20-230P	FR020156941

School	Equipment	Manufacturer	Model Number	Serial Number
#84 Chaparral ES	Freezer/Refrigerator	Duracold	LCE665BMC6A LCA672-AB	57754
	Milk Cooler	Traulsen	RMC-49D6	T66433K16
	Cold Unit	GA Systems	EC536	220
#56 Concordia ES	WI Freezer/Refrigerator	Thermalrite	3478	25316
	Milk Box	Beverage Air	ST49N	R404A
	Cold Unit	GA Systems	EC536	305
#02 Capistrano Valley HS	WI Freezer/Refrigerator	Bally	AL-36-1108	42005
	RI Refrigerator, 2 Door	Horizon	HRP2-1G-009	
	Ice Machine	Hosizaki	KM-630-MRB	A01928
#53 Del Obispo ES	RI Refrigerator	Traulsen	RR1232HUT-017	T465920099
	*RI Freezer, 2 Door	Utility	RIF-68-SS-2S-L	6802-B
	Milk Box	Traulsen	RMC49D6	T97510J17
	Cold Unit	GA Systems	C536	188
#01 Dana Hills HS	WI Freezer/Refrigerator	Everidge	TR3678F	1932904411J2 1932904411J1
	Freezer Cooling Unit	Infinity Refrigeration	ILE085B	E085B 18090 12
	Refrigerator Cooling Unit		ILEA110A	A110A 17120 07
	Ice Machine	Hosizaki	KM-630MAH	N03117A
	Cooler	TRUE	TR 04227225	1-3443716
	RI Refrigerator, 2 door		TR2R-2S	1-4471668
	Cooler	Hatco	CWB-2	5506001922
				5506011922
				5505991922
				5505971922
				5505981922
#81 Don Juan Avila ES	WI Freezer/Refrigerator (Elementary and Middle School Share)	Thermalrite	RLC107AJ ELC143BJ	99092
	*Milk Box	Traulsen	RMC-49D6	T91786H17
	Cold Unit	GA Systems	EC-536	206
#28 Don Juan Avila MS	WI Freezer/Refrigerator	Thermalrite	RLC107AJ ELC143BJ	99092
	Refrigerator (Not Working)	Carter/Hoffmann	PHB450	395654
#89 Esencia ES	WI Refrigerator/Freezer (Elementary and Middle School Share)	Duracold	CL6C121DDA CL6A117ADA	63774
	Ultraspec Upright Refrigerator	Victory	R1S1DS1	12612342
	Cold Unit	GA Systems	RS1	2298
	Milk Cooler	Beverage Air	ST49NS	12612658
#33 Esencia MS	Ultraspec Upright Cold Unit	Victory	RS-1D-S1-PT	12612767 12612768
	Cold Unit	GA Systems	C4	621 552 550 551
#65 Carl Hankey ES/MS	WI Freezer/Refrigerator	Duracold	3631 3630	60836
	Milk Box	Traulsen	RMC-49D6	T89892H17
	Cold Unit	GA Systems	EL5-36	314
	RSI		EC5-36	106
#72 Hidden Hills ES	WI Freezer/Refrigerator	Heatcraft- Chandler	ELC096H52 RLC067HS1	D940-10060 D940-10061
	Cold Unit	GA System	EC-37	101

School	Equipment	Manufacturer	Model Number	Serial Number
#51 Journey	Ultraspec Upright Refrigerator	Victory	RS-1D-S1-PT	12612769 12608667
	Milkbox	Traulsen	RMC3456	T03259G15
	Freezer Cart	Caravell	1422-4E3A	706184258
#82 Kinoshita ES	WI Freezer/Refrigerator	Kool Star	NL-17647 (535) NL-174165 (536)	20113-F 20113-C
	Milk Box	Traulsen	RMC-5856	T86038A15
	Cold Unit	GA Systems	EH536	
#80 Laguna Niguel ES	WI Freezer/Refrigerator	RMI	AEZ675B 02082	10224 10225
	Milk Box	Beverage Air	ST49N	6310323
	Cold Unit	GA Systems	EL-536	211
#55 Las Palmas ES	WI Freezer/Refrigerator	Thermalite	TR3278-9	25314
	Milk Box	Traulsen	RMC58D6	T66286K16
	Cold Box	GA Systems	EH5	300
#78 Las Flores ES	WI Refrigerator (Elementary and Middle School Share)	Kool Star	B-1108-2	6258WPC
	Milk Box	Traulsen	RMC-49D6	T64769K16
	Cold Unit	GA Systems	EC-536	306
#26 Las Flores MS	WI Freezer (Elementary and Middle School Share)	Cold Zone (Bohn motor)	AA39-160B	E0730176-031
	WI Refrigerator	Kool Star	B1108-2	6258WP-C
	Refrigerator-little one	TRUE	GDM-05-S-LD	7950835
	Cart Freezer	Nelson	BDC-8	9723206
	Ice Machine	Hosizaki	KM320MAH	D17238G
#73 Clarence Lobo ES	WI Freezer/Refrigerator	Kolpak	FSI-18510 FSI-18703	941091410R 041001410R
	Milk Box	Beverage Air	SM49N-W-02	11102264
#86 Ladera Ranch ES	Milk Box	Traulsen	RMC49D6	T66433K16
	Cold Unit, Speedee	GA Systems	EC536	220
#29 Ladera Ranch MS	WI Freezer/Refrigerator (Elementary and Middle School Share)	Cold Zone	AE26-92B AA26-87B	H02159706-0901 H02159706-0401
	Small Refrigerator	Beverage Air	UCR27A-23	6722363
#74 John S. Malcom ES	WI Refrigerator/Freezer	Econo Cold	ELC096H52	DYC10118
	*Milk Cooler	Traulsen	RMC-49D6	T97958J17
#79 Marblehead ES	WI Freezer/Refrigerator	Heat Craft	LET065BJ ADT070AJ	D99L09044 D99M03771
	*Milk Box	Traulsen	RMC-49D6	T98113J17
	Cold Unit	GA Systems	EC536	205
#21 Marco Forster MS	WI Refrigerator	Thermalrite	TR	1555 65-0808
	WI Freezer	Kool Star	AE26-92B	K9861309-061
	Cart/Freezer	Nelson	BDC-8	31410
	Refrigerated Case (Counter Top)	TRUE	GDM-05-S-HC-LD	8948020
				8932368

School	Equipment	Manufacturer	Model Number	Serial Number
#60 Moulton ES	WI Freezer/Refrigerator	Bally	3478-2	DX88854302 DX88854301
	Milk Box	Beverage Air	ST34N-W-02	11403187
	Cold Unit	GA System	EC536	165
#23 Niguel Hills MS	WI Refrigerator	Econo Cold	656-L	158962-0507
	WI Freezer	Thermalrite		
	Ice Machine	Hosizaki	KM-251BAH	
	*Refrigerated Case (Counter Top)	TRUE	GDM-05-S-HC-LD	
#24 Fred Newhart MS	WI Freezer/Refrigerator	Pacific	F-32LH C-32-LH	WPSC7226124510944C WPSC722612451094C
	Refrigerated Case (Counter Top)	TRUE	GDM-05-S-LD	8891596
#76 Oak Grove ES	RI Freezer/Refrigerator	Traulsen	RIF232LRIFHS RRI232LRIFHS	V397760H96 V397840H96
	Milk Box	Beverage Air	SMF49Y	10109855
	Cold Unit	GA Systems	EC536	304
#87 Oso Grande ES	WI Freezer/Refrigerator	RMI	RDT070AK (fan in frig/freezer is BOHN)	11488 11489
	Milk Box	Beveage Air	ST49N	7509561
	Cold Unit	GA Systems	EC534	303
#52 Palisades ES	RI Refrigerator	McCall	L4-4002	M-707907
	RI Freezer	Traulsen	ALT-132-WREFHS	T160710G98
	Milk Box	Beverage Air	ST58N	6006202
	Cold Unit	GA Systems	TC526	292
#54 RH Dana ES	WI Freezer/Refrigerator	Thermalrite	TR3478	25045
	Milk Box	Traulsen	RMC-49D6	T66429K16
	Cold Unit	GA Systems	EH536	7500752
#50 Philip Reilly ES	WI Freezer/Refrigerator	Bally	3478-2-W	DX90950601
	Milk Box	Beverage Air	SMF34-HC-1W02	14405105
	Hood	Vortex	608-34	01-029-3
#61 San Juan ES	WI Freezer/Refrigerator	Thermalrite	SLA26-77 36X78 SLE26-70 36X78	23186 23181
	Milk Box	Beverage Air	SM49Y-1-5	1041480
#06 San Juan Hills HS	WI Freezer/Refrigerator	Thermalrite	3678 25261	3678AFLH1245KBRPTADB4.9 3678AFLH1245KBRPTADB3.5
	RI Refrigerator, 2 door	Utility	RIR-68-SS-2S-L	6825
	Cold Unit	Beverage Air	WTRD36AHC	12210801
	Ice Machine	Manitowoc	B570	12210803 561351
#03 San Clemente HS	WI Freezer/Refrigerator	Kool Star		79299F 79299C
	Ice Maker	Hosizaki	KM-900-MAH	L10200E
	Cold Unit	Beverage Air	UCR27A-23	
#22 Shorecliff MS	WI Freezer / Refrigerator	Thermalrite	SLE34-111 SLA26-99	159120-0508 159116-9508
	Refrigerated Case (Counter Top)	TRUE	GDM-05-S-LD	8903490
	Ice Machine	Hoshizaki	KML-325MAJ	L02180M

School	Equipment	Manufacturer	Model Number	Serial Number
#05 Tesoro HS	WI Freezer/Refrigerator	Duracold	GR0010 F1	58156
	Milk Box	Beverage Air	UCRD27A	6404472
				6406993
				8108697
				8108693
				6406990
				6404471
	Ice Machine	Hosizaki	KM-900MAH	208-230/60/1
	Cart	Nelson	BDC8	121301
	RI Freezer	Traulson	RLT232WUT-FHS	T165610H01
	RI Refrigerator		G20010	T166920H0
	*Refrigerated Countertop	Merchandise	GDM-05-S-HC~TSL01	
#83 Tijeras Creek ES	WI Freezer/Refrigerator	Larkin (fan/Heat Craft) Larkin (fan BOHN)	LCE694BA LCA690BA	D00E11946 D00F05451
	Milk Box	Traulsen	RMC-49S6	T69423A17
	Cold Unit	GA Systems	EC536	200
#85 Vista del Mar ES	WI Freezer/Refrigerator	Pacific	500-F-36-RH 500-C-36-RH	0039 Lamco
	Milk Box	Beverage Air	STF49Y-1-S	10202818
	Cold Unit	GA Systems	EC-536	218
#30 Vista del Mar MS	WI Freezer / Refrigerator	Pacific	AA26-70B AE26-60B	A03194291-0701 A03194291-0301
	Ice Machine	Hosizaki	KM-630MAH	N03069M
	Small Refrigerator	TRUE	GDM-05-S-LD	8642330
#59 Viejo ES	Refrigerator-Double	Victory	R151D57XH	K0979134
	Refrigerator-Single		R15-2D-57-XH	K0979132
	Milk Box	Beverage Air	ST46N	11102290
	Cart	Nelson	ST49N	9210880
#77 Wagon Wheel ES			BDC8	19605
	Refrigerator	Traulsen	RR1232LRIFHS	T750830G97
	Milk Cooler		RMC-49D6	T89765H17
	Freezer RI, 2 Door	Utility	RIF-68-SS-2SL	6802-A
	Cold Unit	GA Systems	EC536	290
#69 George White ES	WI Freezer/Refrigerator	Bally	3478-2P 3478-2L	DX58254802 DX88354301
	Milk Box	Beverage Air	SMF58	2805595
#75 Wood Canyon ES	WI Refrigerator	Heatcraft	TLC076BC11	D93M07196
	Milk Box	Beverage Air	SMF58	3003084
	Freezer	Chandler	FS349	D013686

Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____ as
Surety, a California admitted surety insurer, are held and firmly bound unto the Capistrano Unified School District, hereinafter called the District, in the sum of one hundred dollars (\$100) of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20__, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by the District, enter into a written contract with the District, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the District, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the District.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this ____ day
of _____, 20____, the name and corporate seal of each corporate party being hereto
affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)
Signature

By: _____

Print Name

Title

Address

Telephone No.

Facsimile No.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Capistrano Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Capistrano Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to

those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

By: _____
SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

Capistrano Unified School District
Bid 2223-13
Refrigeration & Ice Making Units -- Maintenance & Repairs

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Capistrano Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Capistrano Unified School District in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such

agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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