



BIDDING DOCUMENTS
FOR THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR
FRESH PRODUCE
BID No. 2223-02

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Rd.
San Juan Capistrano, CA 92675

May 16, 2022

TABLE OF CONTENTS

| | |
|---|----|
| NOTICE INVITING BIDS | 3 |
| BID OBJECTIVE | 3 |
| INSTRUCTIONS FOR BIDDERS..... | 5 |
| CUSD DELIVERY INFORMATION | 18 |
| BID SPECIFICATION AND REQUIREMENTS..... | 20 |
| BID FORM AND AGREEMENT | 21 |
| NONCOLLUSION DECLARATION IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106..... | 27 |
| INFORMATION REQUIRED OF BIDDER | 28 |
| CERTIFICATION AND DISCLOSURE STATEMENTS | 31 |
| SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE | 34 |
| INSTRUCTIONS FOR CERTIFICATION | 35 |
| DISCLOSURE OF LOBBYING ACTIVITIES | 37 |
| INSTRUCTIONS FOR COMPLETION OF SF LLL, | 39 |
| DISCLOSURE OF LOBBYING ACTIVITIES | 39 |
| OTHER REQUIRED DOCUMENTS | 41 |
| TERMS AND CONDITIONS | 42 |

NOTICE INVITING BIDS

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Capistrano Unified School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to **10:00AM PST on the 15th day of June, 2022** sealed bids for the award of a Contract for the following:

BID NO. 2223-02

FRESH PRODUCE

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the front of the District Office by the Board Room at **33122 Valle Rd., San Juan Capistrano, California 92675** at the above-stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened. No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened at the above-stated time and place.

*Due to the COVID-19 pandemic, bids will be received out front of the main building while practicing 6' social distancing separation.

To receive the official bid documents and addenda you must register on the District's website: <http://purchasing-capousd-ca.schoolloop.com/> **Click on Doing Business-Notices: Requests for Proposals and Bids.**

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Stacy Spencer, Buyer, Purchasing, slspencer@capousd.org, Kristin Hilleman, Director Food and Nutrition Services, at klhilleman@capousd.org, and Lynh Rust, Executive Director Contracts and Purchasing at lnrust@capousd.org. All requests must be submitted no later than **Wednesday, June 8, 2022, 10:00AM PST**. Any request made after such date shall not be responded to.

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

Publication Dates: 5/16/2022 & 5/23/2022

BID OBJECTIVE

Capistrano Unified School District (“District”) is seeking bids from qualified companies to procure and deliver high quality fresh produce products at the best possible price. Quantities represent the estimated usage during a twelve-month period. The District reserves the right to purchase more or less of the units specified.

The overall objective of this Notice Calling for Bids is to allow vendors the opportunity to bid a unit price for the services and fresh produce required to ensure that students are receiving highest quality. The District wants to partner with vendors that will provide competitive pricing and excellent customer service.

The District is committed to offering seasonal menu items and purchasing from local farmers whenever possible. Bidders should be making an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 40% locally grown and produced. The District’s definition of local includes three tiers: 1) Grown within a 100 mile radius of San Juan Capistrano, 2) Grown within a 200 mile radius from San Juan Capistrano, 3) Grown within the state of California.

The District is seeking to:

- Ensure that students are receiving high quality produce,
- Purchase high quality produce at the best possible price,
- Offer more produce that is locally grown,
- Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
- Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
- Partner with vendor(s) that will provide excellent customer service.

INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

The submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions for Bidders.

District is used in these documents to mean the Board of Trustees of the Capistrano Unified School District and the area under the Board's jurisdiction.

- A. PREPARATION OF BID FORMS. District invites sealed bids on the form attached to be submitted at the time and place stated in the Notice Calling for Bids. Bids must be submitted on the prescribed Bid Forms, completed in full. All bid items and statements must be properly filled out. Numbers will be stated both in words and in figures where so indicated, and where there is a conflict between the words and the figures, the words will govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes will be noted over by the signature/initials of the bidder.
- B. FORM AND DELIVERY OF BIDS. The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to:

Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Stacy Spencer, Purchasing Department

and received at that office on or before Wednesday, June 15, 2022, 10:00 a.m. PST, and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope.

It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Calling for Bids for the opening of bids, the sealed bids will be opened at the District office.

District's record of receipt will be presumptive evidence of delivery.

One (1) copy of the Bid Form must be submitted with the bid to the Purchasing Department. Be sure that your company name appears on each page of all required documents and forms.

At bidder's own expense and prior to submitting bid, each bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

- C. NAME AND NATURE OF BIDDER'S LEGAL ENTITY. Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify District's Purchasing Department in order to ensure proper steps be taken to have the change(s) reflected on the contract or purchase order.

- D. MODIFICATIONS. Changes in or additions to the Bid Form, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other District documents in this bid which is not specifically called for in the contract documents may result in District's rejection of the bid as not being responsive to the Notice Calling for Bids. No oral or telephonic modification of any bid submitted will be considered.

- E. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that District determines that any bid is unintelligible, inconsistent or ambiguous, District may reject such bid as not being responsive to the Notice Calling for Bids. Verify your bid before submission, as it cannot be corrected after the bid opening.

- F. WITHDRAWAL OF BIDS. Bids may be withdrawn by telegram, by letter or in person by a bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the bidder. If withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid.

Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in this Notice Calling for Bids.

Any bid security for a withdrawn bid shall be returned at the time of withdrawal.

- G. INTERPRETATION OF DOCUMENTS. If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to District in writing no later than Wednesday, June 8, 2022, 10:00 am PST. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by District, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on District.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Bid Specification and Requirements
3. Bid Form and Agreement
4. Notice Calling for Bids
5. Terms and Conditions
6. Instructions to Bidders

- H. AWARD OF CONTRACTS. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of District's Board of Trustees and to the lowest responsible and responsive bidder from among those bidders responding to the Notice Calling for Bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, District may award the contract to the next lowest responsible and responsive bidder until the lowest responsive, responsible bidder accepts or release all bidders.

In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to District, including, but not limited to, discounts. Award will be to the lowest responsive, responsible bidder, determined by the lowest price per line item.

District does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is

in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District.

- I. ANTICIPATED EXPENDITURE. Annual expenditures for fresh produce and services using this bid are anticipated to be \$900,000.00 annually. Actual expenditures will vary of availability of funds and District needs. No guarantee can be given that this total will be reached nor that it will not be exceeded. Bidder agrees to furnish requested quantities at the unit prices quoted in accordance with actual requirements throughout the contract period.
- J. PRICE ADJUSTMENTS. The awarded Bidder will be allowed to adjust prices upon presentation of suitable proof of a price increase from a supplier or processor or valid Market resource. Written notice will be sent to District's Director of Food & Nutrition Services including proof of any increase. No increase to the price will be allowed sooner than 90 calendar days from the date of Bid Award. Any change to the price will be subject to mutual agreement by both parties.
- K. PRICING. Prices proposed for all items will be for the initial period of July 1, 2022 through June 30, 2023. Bidder certifies that prices are the lowest offered any comparable customer and District will be given the benefit of any lower prices or price decreases during the term of the contract. Bidder is to give District immediate advantage of such decrease, and inform District in writing of the decrease. All orders placed under this agreement will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Prices must be stated for the unit items specified hereon. Must be FOB at the destination points within the District as designated in the specifications. Bid on each item separately. Errors in price computations do not relieve the bidder from holding price. Veracity of prices submitted is the sole responsibility of the bidder. No increase to price will be allowed sooner than 90 calendar days from the date of Bid Award.

For wholesale day of delivery, note that the product is "W.D.D." and list your current price as of the closing date of the bid. Each bidder shall submit a copy of his or her wholesale price list in effect at the time of the bid.
- L. US FDA AND CDFA PRODUCE SAFETY PROGRAM. Bidder will comply with laws and regulations, including the Standard for the Growing, Harvesting, Packing, and Holding of Produce for Human Consumption issued by the US Food and Drug Administration.
- M. "NO BID". Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid."

- N. AMENDMENT. Bidders are advised that the District reserves the right to amend the requirements of this Notice Calling for Bids prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all bidders known to have received a copy of the Notice Calling for Bids. If in the judgment of the District, the change is of such nature that additional time is required for bidders to prepare their bids; the District will change the date of the bid opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of amendments to this bid. This may be done by the following means: By noting the addenda on the first page of the Bid Form and Agreement.

- O. [Reserved].

- P. SAMPLES. Any samples requested by the District shall be furnished at no cost to the District and, if requested by the District in the bid specifications, shall be submitted prior to the bid opening. The District reserves the right to reject the bid as non-responsive when any bidder fails to submit the required samples. Samples from bidders who are awarded the contract may be retained for comparison with deliveries. Unsuccessful bidders may pick-up their samples (if the testing process has not destroyed them) upon notification from District staff. If such samples are not picked up within 15 calendar days after the date of such notice, the District may dispose of samples. The bidder or its agent hereby assumes all risk of loss or damage to samples regardless of the cause.

- Q. COMPETENCY OF BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience, facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder," found herein.

- R. BID VALIDITY. Bids are to be valid and in force for 60 days after bid opening.

- S. PUBLIC INFORMATION. All materials received by the District in response to this Notice Calling for Bids shall be made available to the public. If any part of a bidder's materials is proprietary or confidential, the bidder must identify and so state. Any bidder information used to aid in bid selection must not be restricted from the public.

- T. BID COST. The District will not pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.

- U. RENEWAL OPTION. Bidder is requested to indicate on the attached Bid Form if renewal options will be extended to the District.

V. OTHER AGENCIES PURCHASES. Other public agencies in the State of California may purchase identical items at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other public agencies to draw their warrants in favor of this District as provided in said code sections. Bidder is requested to indicate on the attached Bid Form if the bidder will permit other public agencies to use the resulting contract.

W. DISCONTINUANCE OF SERVICE. Failure on the part of the awarded bidder(s) to meet contract requirements shall be cause for cancellation of the contract. Either party may cancel the contract upon thirty (30) day written notice to the other party prior to the end of the contract term. The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service. The District reserves the right to discontinue service of all or any portion of any contract resulting from this Notice Calling for Bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the bidder in default.

Failure to furnish items included in the contract shall constitute unsatisfactory service. District shall hold the successful bidder liable and responsible for all damages, which may be sustained because of its failure to comply with any conditions herein. If the awarded bidder fails to furnish or deliver any items or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the document in their entirety, the District may purchase the items herein specific elsewhere, without notice to the awarded bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the awarded bidder. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

X. FORCE MAJEURE. The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is no due to the fault or negligence of the party not performing.

Y. ADDITIONAL ITEMS. During the term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the bidder using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.

Z. SIGNATURE. The Bid Form, the Agreement, and all contract documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall

first be set forth, together with two signatures: one from among the chairperson of the board, president or vice president and one from among the secretary, chief financial officer, or assistant 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. In the event 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 be the agent of the joint venture or partnership, 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 contract resulting therefrom for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

- AA. MERGERS, ACQUISITIONS, OR BUYOUTS. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.
- BB. ORDERING. Bidder will have an active online website accessible to District to allow online ordering to allow access to run velocity reports, access specification sheets, nutritional specifications, to add and delete items from order up to 1 day prior to delivery, and ability for administrative office only the ability to look up items and request new items not included on bid. Bidder to provide order confirmations within 1 business day of receiving orders. Orders will be placed at least 4 business days in advance of requested delivery date. Bidder shall include detailed ordering instructions with Bid. Orders will be placed by each site according to their needs.
- CC. ALTERNATE, GENERIC BRANDS. Under Brand Name column, where “Any” is stated or if proposing an alternate or a generic product equal to the brand specified, quote the brand you carry in the Alternate Brand Name column and complete the information requested in the Alternate Brand Product Code, Case Pack and Unit Size, Bid Unit and the Bid Unit Price Columns. Attach specifications (and nutrient analysis if applicable) for those product (s). Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the Food and Nutrition Services Department based on the Department’s research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. The Food and Nutrition Services Director will be the sole judge as to whether such alternate products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Bidder shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

- DD. NO GIFTING ALLOWED. The District does not accept gifts from bidders; therefore no additional products are to be delivered to any of District sites.
- EE. FINGERPRINTING. Successful bidder agrees to comply with all provisions of Education Code Section 45125.1. Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Bidder will provide the District with a list of all employees providing services pursuant to this bid. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.
- FF. RESTRICTIONS ON LOBBYING AND CONTACT. From the period beginning with the date of the issuance of this bid and ending on the date of the award of the contract, no person, or entity submitting a response to this bid, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this bid, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
- GG. PUBLIC LIABILITY AND PROPERTY INSURANCE. The successful Bidder shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Capistrano Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Board of Trustees of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
- HH. HEALTH AND SAFETY, FOOD SECURITY/HACCP PLAN. Bidder shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the bidder's Hazard Analysis Critical Control Point (HACCP) system or Food Safety & Security Program must be submitted with its bid.

Bidder shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, bidder shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Orange or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

In the event of a product contamination issue, bidder shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with bid HACCP Plan OR Food Security and Safety Program including Pest Control Policy and Recall Procedures.

- II. VEHICLE DELIVERY CONDITIONS. All vehicles and containers used for transporting products must be kept clean and maintained in good repair and condition in order to protect product from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. All vehicles transporting perishable food items must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the District.
- JJ. APPLICABLE “BUY AMERICAN” PROVISIONS. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidder’s offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.
- KK. INSPECTION OF FACILITIES. As a part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the bidder may not be capable of providing proper and satisfactory service/product to the District, the bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.
- LL. PACKAGING. Cases and packages shall be constructed as to ensure safe and sanitary transportation to designated point(s) of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

- MM. INSPECTION UPON DELIVERY. Items will be carefully and thoroughly inspected upon delivery to insure that the temperature of the product meet the USDA Food Storage Guide requirements. If there is a question as to whether the product is still frozen, at least two (2) cases of product from each pallet will be checked at random for internal temperature.
- NN. DELIVERY OF DAMAGED/UNACCEPTABLE PRODUCTS. District reserves the right to refuse complete shipments if there is any evidence of thawed and/or damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture. Evidence of thawing include and not limited to cases that cases that are not firm, soft or spongy to the touch, water stained, crushed, and cases that stick together as a result of freezing. Damaged containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued within seven (7) calendar days. Continued shortages or substitutions will be grounds for termination of this agreement.
- OO. PEST CONTROL. The District reserves the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.
- PP. KEYS. The successful bidder may be provided gate key(s) for entry into specified school sites and will be responsible for security deposit key(s) and shall be liable for the cost of re-keying and providing replacement keys if lost.
- QQ. INVOICING/BILLING. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to the Food and Nutrition Services Accounting Department located at:
- Capistrano Unified School District
Thornsley Ed Center
Food and Nutrition Services Accounting Department
32972 Calle Perfecto
San Juan Capistrano, CA 92675
- RR. DEBARMENT/LOBBYING CERTIFICATION. State of California, as a school food authority, requires that each responding quotation include completed certification statements regarding debarment and lobbying.

- SS. DRIVING ON PREMISES. Successful bidder's representatives driving motor vehicles on school District grounds will use extreme caution, especially when school is in session. Drivers entering school District premises will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, etc. should be reported to the Capistrano Unified School District at 949-234-9501.

Disaster Contingency Plan: copy of bidder's Disaster Contingency Plan required to be submitted with this bid.

Storage: Copy of bidder's Storage Policy required to be submitted with this bid.

- TT. SPECIFICATIONS SHEETS AND NUTRITIONAL REQUIREMENTS. Copy of ingredient lists, and complete nutritional specification sheets, with signatures as required by USDA for the National School Lunch Program for all items on this bid required to be submitted with this bid.

- UU. NUTRITIONAL REQUIREMENTS. All items must meet nutritional requirements of the USDA Child Nutrition Program and furnished in accordance with State, County, and City ordinances.

- VV. SERVICE. Awarded Bidder will be held responsible for following-up, or if necessary, estimating an order to ensure complete and on-time deliveries for all sites. District will not be held responsible for excess inventory ordered by Bidder on behalf of District. The goal is to order all items from one source and to receive complete orders without multiple deliveries or drop shipments for a majority of the orders.

- WW. DELIVERY. The awarded bidder will partner with the District over the term of the contract resulting from this bid form and agreement to procure and deliver fresh produce to the District's sites. Bidder must have the capabilities of delivering any and all items on the bid form in the quantities required by the District anytime during the contract period. Partial shipments are not preferred. All cost for delivery, drayage, freight, or the packing of said articles are to be borne by the bidder. An invoice shall accompany all deliveries. All delivery paperwork shall be identified by site name, bidder name and itemized list of the products delivered. Bidder shall be required to furnish proof of delivery of all items, i.e. signed delivery ticket at no charge to the District.

All delivered products are to be immediately placed in a refrigerator, milk box, or freezer by bidder, if applicable. Must be stacked no higher than five crates high in the school walk-in refrigerators. Product will be returned and a credit will be required on unused products if code is out of date.

All products furnished under this contract must be federal or state inspected. The full strength juice products must have a statement on the label indicating products are 100% juice product.

Invoices must be furnished at time of delivery and include date of delivery, delivery site, product name, quantity, unit size, and unit price. In order for the invoice to be processed for payment, the original invoice must be signed by the individual receiving the product and to be left for the Food & Nutrition Services lead or designee is required. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits to be issue within seven (7) calendar days. Delivery is required to each site before 6:30 a.m. PST or as arranged by the District otherwise to approximately 55 sites, to the District's Food Service Warehouse and to each Elementary, Middle and High School within the Capistrano Unified School District. The District reserves the right to designate an alternate delivery location if designated site is unable to receive deliveries for any reason. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined with the bid.

- XX. **TERMINATION.** Either party may cancel with a 30-day notification if either party breaches a provision of the Agreement (7 CFR, sections 210.16 [d] and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 30-day notice to the breaching party of their intent to terminate this Agreement upon expiration of the 30-day period. The Agreement may be terminated, in whole or in part, for convenience by the District in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR, Section 200.339[a][3]). The Agreement may also be terminated, in whole or in part, by the District upon written notification to the Vendor, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the District determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, the District may terminate the Agreement in its entirety (2 CFR, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- YY. **NON-DISCRIMINATION.** In the performance of the terms of this Contract, bidder 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, age, marital status, or sex of such persons. Therefore, the bidder 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 12900 et seq and Labor Code Section 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed to do work under this contract.

- ZZ.** APPLICABLE “BUY AMERICAN” PROVISIONS. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provision of Public Law [PL 100-237] when purchasing commodities for the school meal program. Therefore, Distributors offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on the products origin. Compliance with and Enforcement of the Buy American Provisions in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D).
- AAA.** Energy Policy and Conservation Act Compliance – In performance of this contract, the Bidder and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).
- BBB.** Environmental Protection Agency Compliance – In performance of this contract, the Bidder and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [2 CFR 200 Appendix II(G)]

CUSD DELIVERY INFORMATION

| Secondary Schools | |
|--|--|
| Aliso Niguel High School 28000 Wolverine Way Aliso Viejo, CA 92656 Food Service Phone: (949) 362-9389 | Aliso Viejo Middle School 111 Park Avenue Aliso Viejo, CA 92656 Food Service Phone: (949) 643-0151 |
| Arroyo Vista Middle School 23371 Arroyo Vista Rancho Santa Margarita, CA 92688 Food Service Phone: (949) 234-5945 | Bernice Ayer Middle School 1271 Sarmentoso San Clemente, CA 92673 Food Service Phone: (949) 369-9742 |
| Capistrano Valley High School 26301 Via Escolar Mission Viejo, CA 92692 Food Service Phone: (949) 347-0345 | Dana Hills High School (9-12) 33333 Golden Lantern Dana Point, CA 92629 Food Service Phone: (949) 234-5334 |
| Don Juan Avila Middle School 26278 Wood Canyon Aliso Viejo, CA 92656 Food Service Phone: (949) 425-9659 | Esencia Middle School/Serra High School 5 Aprender St. Rancho Mission Viejo, CA 92694 Food Service Phone: (949) 234-9900 |
| Carl Hankey Middle School 27252 Nubles Mission Viejo, CA 92692 Food Service Phone: (949) 234-5336 | Ladera Ranch Middle School 29551 Sienna Parkway Ladera Ranch, CA 92694 Food Service Phone: (949) 234-5924 |
| Las Flores Middle School 25862 Antonio Parkway Rancho Santa Margarita, CA 92688 Food Service Phone: (949) 858-7553 | Marco Forster Middle School 25601 Camino Del Avion San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-5901 |
| Newhart Middle School 25001 Veterans Way Mission Viejo, CA 92692 Food Service Phone: (949) 457-2526 | Niguel Hills Middle School 29070 Paseo Escuela Laguna Niguel, CA 92677 Food Service Phone: (949) 234-5368 |
| San Clemente High School 700 Avenida Pico San Clemente, CA 92673 Food Service Phone: (949) 234-5394 | San Juan Hills High School 29211 Vista Montana San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-5502 |
| Shorecliffs Middle School 240 Via Socorro San Clemente, CA 92672 Food Service Phone: (949) 234-5365 | Tesoro High School 1 Tesoro Creek Road Las Flores, CA 92688 Food Service Phone: (949) 234-5381 |
| Vista del Mar Middle School 1130 Avenida Talega San Clemente, CA 92673 Food Service Phone: (949) 234-5971 | |

| Other Sites |
|---|
| Central Kitchen/Warehouse 32972 Calle Perfecto San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-9511 |

BID SPECIFICATION AND REQUIREMENTS

- A. Each bidder shall review the fresh produce list on the following pages, bid all items.
- B. Enter “No Bid” for those items for which no unit price is entered.
- C. Delivery will **not** be to one central location.
- D. Delivery accepted Monday through Friday. Delivery days will be mutually agreed upon. Delivery will not be accepted on Saturday or Sunday.
- E. There may not be a loading dock available at school sites.
- F. No delivery or fuel surcharges will be levied during the term of this contract.
- G. There shall be no delivery minimum in dollar volume, unit or case counts on all orders placed and delivered to each site.
- H. Deliveries are not to be subcontracted out.
- I. Items will be purchased on an as-needed basis on separate purchase orders at any time during the contract period.
- J. All delivered products are to be immediately placed in a refrigerator, milk box, or freezer by bidder, as applicable. Must be stacked no higher than five crates high in the school walk-in refrigerators. Product will be returned and a credit will be required on unused products if code is out of date.
- K. Awarded bidder(s) will be held responsible for following-up to ensure complete and on-time deliveries for all products.
- L. The quantities listed for each type of item are District estimates only. Any resulting purchase orders may be for more or less quantity.
- M. The term of this base contract is July 14, 2022 through June 30, 2023, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed a total contract term of three years.
- N. Selection of the awarded Bidder will be based on the lowest responsive, responsible bidders on the most number of items listed on the Bid Form.

BID FORM AND AGREEMENT

- A. Pursuant to the District's "Notice To Bidders - Invitation 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. 2223-01
Fresh Produce

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

All responding bidders must meet the following minimum requirements. Mark an "X" under the appropriate "Yes" or "No" column to certify compliance with the minimum requirements.
Bidder must provide or meet:

| REQUIREMENTS | YES | NO |
|---|-----|----|
| Have an active online website accessible to District to allow online ordering with the following specifications: <ul style="list-style-type: none"> • Ability for at least one person in administrative office and ability for each school site to place individual orders for their school site. • Ability to look up items and request new items not included on bid • Ability to add or delete order items on list • Ability to look up items on this bid in addition to new items not included on bid. • Run reports for usage and sales | | |
| Quote the percentage markup above landed costs for the following product categories delivered to District locations as indicated on delivery schedule: Using a landed cost of \$20.00 per Package/Loaf, please fully explain your procedure for calculating selling price. What would your final selling price be? _____ % per case | | |
| Automatic rebate system in place to efficiently handle automatic rebate programs offered by manufacturers? | | |

| | | |
|--|--|--|
| | | |
| Have been in business for at least five (5) years with references provided showing successful business relationships with at least three local public educational or public agencies with approximately thirty (30) or more sites. | | |
| Provide order confirmations within 1 business day of receiving order. | | |
| Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Bid Form and Agreement. | | |
| Copy of bidder's Product Recall Program submitted with this bid. | | |
| Copy of bidder's Disaster Contingency Plan submitted with this bid. | | |
| Copy of bidder's Storage Policy submitted with this bid. | | |
| Are you in compliance with the mandates outlined in the Healthy Hunger Free Kids Act of 2010? | | |
| Flexibility to accept add-on orders the day before delivery. | | |
| Follow-up on our incremental orders to ensure complete and on-time deliveries. | | |
| Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sounds and sanitary products and handled in accordance with HACCP regulations. | | |
| Products to be delivered in suitable trucks capable or maintaining product at proper temperatures. | | |
| Trucks will be kept in good repair. Maintenance records must be available for inspection by District personnel. | | |
| Ingredient lists and complete nutritional specification sheets with signatures as required by USDA for the National School Lunch Program for all items on this bid must be submitted with bid. | | |
| Discounts: Do you offer payment discounts? What are the terms? Please specify _____ | | |
| Contact Person: A contact person must be available, no later than 7:00 a.m., Monday through Friday for District to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided. | | |
| Department of Defense distribution – ability to work with DOD appointed produce Bidder to pick up and deliver District's DOD order to designated sites. | | |

CUSD PRODUCT LIST – See Exhibit A

- B. It is understood that the 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 seven (7) days after receipt of order.
- D. In submitting this bid, the 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 the District pursuant to this bid. Such assignment shall be made and become effective at the time District tenders final payment. If the 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.
- E. It is understood and agreed that if, requested by the District, the 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 the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- F. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- _____ Yes, other public agencies may purchase from this Bid.
- _____ No, other public agencies may not purchase from this Bid.
- G. The undersigned will grant the District the option to extend any contract awarded hereunder for a period of one or two years from 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 term of July 1, 2023 through June 30, 2024

_____ option granted _____ option not granted

COMPANY NAME: _____

Extension option for term of July 1, 2024 through June 30, 2025

_____option granted _____option not granted

H. The 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.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: President**,

Dated: _____

COMPANY NAME: _____

* 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.

** Or local official empowered to bind the corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

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: _____

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

1. _____ Bid Specifications and Requirements
2. _____ Bid Form and Agreement
3. _____ Non Collusion Declaration in Accordance with Public Contract Code Section 7106
4. _____ Information Required of Bidder
5. _____ Certification Anticipated Participation of Disabled Veteran Business Enterprises
6. _____ Suspension and Debarment Certifications
7. _____ Lobbying Certification
8. _____ Disclosure of Lobbying Activities
9. _____ Certification by Contractor Criminal Records check
10. _____ Drug Free Workplace Certification
11. _____ Conflict of Interest
12. _____ Tobacco Use Policy
13. _____ Product Recall Program
14. _____ Disaster Contingency Plan

COMPANY NAME: _____

- 15. _____ Food Security and Safety Program
- 16. _____ HACCCP Plan
- 17. _____ Complete Nutritional Specification and Ingredient Sheets
- 18. _____ Complete Nutrient Analysis

CONTRACT TERM

The term of this base contract begins July 14, 2022, through June 30, 2023, and may be extended by mutual written agreement of both parties and upon Board approval, for a total contract amount not to exceed three years pursuant to Education Code.

Actual expenditures will vary of availability of funds and District needs.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: July 13, 2022

**NONCOLLUSION DECLARATION IN ACCORDANCE WITH PUBLIC CONTRACT
CODE SECTION 7106**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

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

1. Name of Agency: _____
Agency Address and Telephone: _____

Contact Person: _____
Date of Contract: _____
Contract Amount: _____
2. Name of Agency: _____
Agency Address and Telephone: _____

Contact Person: _____
Date of Contract: _____
Contract Amount: _____
3. Name of Agency: _____
Agency Address and Telephone: _____

Contact Person: _____
Date 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 _____, 2021, at _____ State of _____
City, County)

(Signature of Officer)

(Typed name of Officer)

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a bidder exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

SUSPENSION AND DEBARMENT CERTIFICATION. This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed Suspension and Debarment Certification from either the potential bidder or existing contractor before any transactions can occur between the sponsor and the bidder or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the bidder or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. Do not submit the certification to the California Department of Education.

CERTIFICATION REGARDING LOBBYING. SFAs that receive in excess of \$100,000 in annual federal meal reimbursement must annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed Certification Regarding Lobbying from either the potential bidders and/or existing contractors before any transactions can occur between the SFA and the bidder or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the Disclosure of Lobbying Activities form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the Certification Regarding Lobbying statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.

Bidders must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies must include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the Suspension and Debarment Certification and the Certification Regarding Lobbying. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the Certification Regarding Lobbying to the CDE, CNFDD.

Summary

- Suspension and Debarment Certification

1 The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.

2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.

3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

- Certification Regarding Lobbying

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.

2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. Retain the certifications with bid documents.

3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certification Regarding Lobbying.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

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

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

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

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

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

Name of School Food Authority

Agreement Number

Potential Bidder or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

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

G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COMPANY NAME: _____

| (attach Continuation Sheet(s) if necessary) | |
|---|---|
| <input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned | <input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred |
| <input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____ | Other; specify: _____ |
| <input type="checkbox"/> Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: | |
| 15. Continuation Sheet(s) SF-LLL-A attached: Yes No | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required | Signature: _____ Print Name: _____ Title: _____ |
| Federal Use Only: | Authorized for local reproduction Standard Form - LLL |

INSTRUCTIONS FOR COMPLETION OF SF LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation

Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB)

number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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"
- Recall Program*
- Contingency Plan
- Security and Safety Program
- Bovine Growth Hormone (BGH)*
- Nutrient Analysis*
- Nutritional specification and Ingredient Sheets*
- W9 Form**
- HACCP Plan OR Food Security
- Vendor Information 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.**

TERMS AND CONDITIONS

- A. **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.
- B. **STATE AUDIT.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7, 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 in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Officer for a period of three (3) years after final payment is made under this Contract. Bidder shall preserve and cause to be preserved such books, records and files for the audit period.
- C. **CONTRACT DOCUMENTS.** The complete contract includes the following documents (if required elsewhere): advertisement/notice calling for bids, bid objective, instructions for bidders, bid specification requirements, bid form and agreement, noncollusion declaration, information required of bidder, participation of disabled veteran business enterprises, contractor criminal records check, conflict of interest, drug-free workplace, tobacco use policy, workman's compensation, certificates of insurance, W-9 form, terms and conditions, 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.
- D. **EXECUTION OF CONTRACT.** The successful bidder shall within ten (10) days of notice of award return the signed contract to District's Purchasing department.
- E. **INSURANCE.** Bidder shall maintain insurance to protect him from claims under worker'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. Bidder agrees to carry comprehensive general liability insurance with limits of One Million dollar (\$1,000,000) per occurrence and agrees to name District as additional insured. No later than the actual start date of the contract, bidder shall be required to file with District certificates of such insurance. Failure to furnish such evidence, if required by District, may result in e District declaring the bidder to be non-responsive or non-responsible. Specific insurance requirements may be called out in the bid.

- F. INVOICES AND PAYMENTS. Unless specified otherwise, bidder shall render invoices in for materials delivered or services performed under the contract to District's Accounting department. Invoices shall be submitted immediately on the form designated by District, under the same firm name as shown on the contract. Bidder shall separately list any taxes to be paid by District and shall certify on each invoice that federal excise taxes are not included on the prices listed therein. 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.

- G. NO ORAL AGREEMENTS. No oral agreement or conversation with any officer, agent or employee of the 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.

- H. PERMITS AND LICENSES. Bidder and all bidder's 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 bidder shall declare under penalty of perjury that he possesses the required licenses or permits.

- I. NO ASSIGNMENT. Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of District; and bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of District, be terminated, revoked and annulled, and District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract.

J. 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.

K. HOLD HARMLESS. Bidder will hold harmless and indemnify District, its officers, employees and agents from every claim or demand which may be made by reason of:

Liability for damages for (a) death or bodily injury to persons; (b) injury to, loss or theft of property; or (c) any other loss, damage or expense arising under either (a) or (b) above, sustained by the bidder or any person, firm or corporation employed by the bidder upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of District, its officers, employees, agents, or independent contractors who are directly employed by District, and except for liability resulting from the active negligence of District.

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the bidder, or any person, firm, or corporation employed by the bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including District arising out of, or in any way connected with the work and/or delivery of equipment and supplies covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the bidder, either directly or by independent contract, and not by the active negligence of District.

The bidder, at bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against District, its officers, agents or employees, in any action, suit or other proceedings as a result thereof.

L. 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.

M. DELIVERY. Unless otherwise specified, items are to be delivered F.O.B. to designated location as specified in the purchase order. All costs for delivery, drayage, insurance, freight, packing and unpacking of said articles shall be borne by the bidder.

All items are to be bid in an assembled condition and ready for installation.

All deliveries shall be accompanied by a packing slip, and purchase order number shall appear on all cases and packages. Unmarked cartons may be refused.

Bidder's insurance for delivery shall apply until items are received at District site. Any equipment damaged in unpacking, assembling, or installing shall be repaired or replaced as necessary to produce a perfect installation. Damage caused by any bidder, or his agents, to building surfaces, shall be neatly patched and repaired as required without any additional cost to District.

- N. WARRANTY. Notwithstanding inspection and acceptance by District of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the bidder warrants that:

All items or services furnished under this contract shall be in accordance with District's specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items determined by the authorized personnel of the Purchasing or Food & Nutrition Services departments to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from District's premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the bidder.

The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this Contract.

Within a reasonable time, District may either:

By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this Contract within the meaning of paragraph 1.a of this clause; or

Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the bidder shall promptly make appropriate repayment.

When return, correction or replacement is required, District shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the bidder. However, the bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the bidder's plant, and return.

If the bidder fails or refuses to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as District may authorize in writing) after receipt of notice specifying such failure or refusal, District may, by contract or otherwise, correct or replace them with similar supplies and charge to the bidder the cost occasioned to District thereby. In addition, if the bidder fails to furnish timely disposition instructions, District may dispose of the nonconforming supplies for the bidder's account in a reasonable manner, in which case District is entitled to reimbursement from the bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplier, as well as for excess costs incurred or to be incurred.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

The word "supplies" as used herein includes related services.

The rights and remedies of District provided in this clause are in addition to and do not limit any rights afforded to District by any other clause of the Contract.

- O. BIDDER'S CLAIMS. If the bidder shall claim compensation for any damage sustained by reason of the acts of District or its agents, bidder shall, within five (5) days after sustaining of such damage, make to District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the bidder shall file with District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
- P. DISPUTES. 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, bidder agrees to continue the work diligently to completion. If the dispute is not resolved, bidder agrees it will neither rescind the Contract nor stop the progress of the work, but bidder'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.

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 bidder. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to bidder and District shall not be liable to bidder for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render bidder an accounting of such funds disbursed on behalf of bidder.

- Q. **DEFAULT.** The successful bidder hereby agrees that time is of the essence in delivery of the items under this contract. District shall hold the bidder responsible for any damage which it may sustain because of the failure or neglect by the bidder to comply with any term or condition contained herein.

If the bidder fails or neglects to furnish or deliver any of the items 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 may, upon written notice to the bidder, 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 bidder. 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 bidder's default shall be collected by District from the bidder and/or the surety on the performance bond.

- R. **DISTRICT'S RIGHT TO TERMINATE CONTRACT.** If the bidder 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 bidder should file a petition for relief as a debtor, or should relief be ordered against bidder as a debtor under Title 11 of the United States Code, or if bidder 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 bidder 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 bidder 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 bidder 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, bidder shall not be entitled to receive any further payment until service is finished or material delivered.

- S. **PROTECTION OF PERSONS AND PROPERTY.** The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials.

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 _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 496-7681 www.capousd.org

BOARD OF TRUSTEES

PRESIDENT
MARTHA McNICHOLAS

KRISTA CASTELLANOS
VICE PRESIDENT

GILA JONES
CLERK

JUDY BULLOCKUS

LISA DAVIS

AMY HANACEK

SUPERINTENDENT
KIRSTEN M. VITAL BRULTE

May 2, 2022

VACCINE VERIFICATION/TESTING POLICY

Dear CUSD Contractor:

On August 11, 2021, the California Department of Public Health (“CDPH”) issued State Public Health Officer Order of August 11, 2021 (“Order”),¹ which requires all public and private schools serving TK through 12th grade students to verify the vaccination status of all “workers” and to require all unvaccinated or incompletely vaccinated workers to undergo weekly diagnostic screening testing. The Order took effect August 12, 2021.

To comply with this legal mandate, the District is imposing the following requirements for all “workers” who enter District sites. The term “workers” includes all District employees, contractors, volunteers, and any other paid or unpaid adult serving in the District or who is working on-site at any school campus or District facility.

Vaccine Verification

You must verify the vaccination status of all of your employees using one of the following methods of proof:

- a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card²) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- b. A photo of a Vaccination Record Card (front and back) as a separate document; OR
- c. A photo of the worker’s Vaccination Record Card (front and back) stored on a phone or electronic device; OR

¹ The Order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>.

² “WHO Yellow Card” refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO MISSION VIEJO • RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

- d. Documentation of COVID-19 vaccination from a health care provider that includes the patient's name, vaccine date(s), and vaccine type; OR
- e. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated. "Fully Vaccinated" means individuals who are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). "Incompletely vaccinated" means persons who have received at least one dose of COVID-19 vaccine but do not meet the definition of fully vaccinated.

Testing Requirement for Workers Not Fully Vaccinated

Effective October 15, 2021, workers will only be permitted on District sites and facilities if they have submitted proof of vaccination (as described above) or if not fully vaccinated, have undergone weekly COVID-19 diagnostic screening testing, as follows:

- a. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- b. Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
- c. Effective October 15, 2021, unvaccinated workers who fail or refuse to comply with the weekly testing requirement will be excluded from District sites and facilities.

We are not asking you to provide us with vaccination records or other medical or health records of your employees, but merely that you comply with the requirements set forth above for verifying vaccination status and/or requiring your employees to submit to weekly testing. Please complete the attached attestation form and submit to the District for the 2022-2023 School Year.

Thank you for your cooperation and partnership, as we work to ensure the safety of all District students, workers, and the community.

Sincerely,

Bob Presley
Associate Superintendent, Human Resource Services
BEPRESBY@capousd.org

Enclosure: Attestation Form

CONTRACTOR ATTESTATION OF COMPLIANCE
MANDATORY VACCINATION VERIFICATION/WEEKLY TESTING OF
CONTRACTED WORKERS PROVIDING SERVICES AT CAPISTRANO
UNIFIED SCHOOL DISTRICT

Please complete and sign this form and submit via e-mail to your CUSD District contact while securing a 2022-2023 School Year Contract or Agreement.

CONTRACTOR NAME:

AGREEMENT/PURCHASE ORDER #:

NAME OF PERSON MAKING THIS ATTESTATION:

TITLE OF PERSON MAKING THIS ATTESTATION:

On behalf of the Contractor named above, the undersigned hereby attests:

I/Contractor have read, understand, and will comply with the District's Vaccine Verification/Testing Policy as outlined in its May 2022 correspondence and the State Public Health Officer Order of August 11, 2021, with regard to employees of the Contractor providing services at District sites and facilities.

Initial: _____

I/Contractor have verified the vaccination status of all employees who provide services at District sites and facilities using one of the following methods of proof:

- d. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card³) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- e. A photo of a Vaccination Record Card (front and back) as a separate document; OR
- f. A photo of the worker's Vaccination Record Card (front and back) stored on a phone or electronic device; OR
- g. Documentation of COVID-19 vaccination from a health care provider that includes the patient's name, vaccine date(s), and vaccine type; OR

³ "WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

- h. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

Initial: _____

I/Contractor attest that any employee associated with Contractor who has not provided proof of full vaccination as described above is undergoing weekly COVID-19 diagnostic screening testing in accordance with the District's Vaccine Verification/Testing Policy, for which the Contractor collects, monitors, and documents weekly test results.

Initial: _____

I/Contractor attest that no employee associated with Contractor will work or visit any District site or facility who is not fully vaccinated or who has not received a negative COVID-19 test within one week of the visit.

Initial: _____

I, the person/official named below, attest under penalty of perjury under the laws of the State of California, that I am duly authorized to legally bind Contractor and that the attestation, statements, and assertions indicated above are true and correct.

AUTHORIZED SIGNATURE: _____

DATE EXECUTED: _____

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



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 |
| | | 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 \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 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) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | | 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 \$ 3,000,000 AGGREGATE \$ \$ \$ \$ | |
| | | 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 \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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).

CERTIFICATE HOLDER

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

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.

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 Vendor Information Form

Contracts & Purchasing
March 2020

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 Priscilla Bernal at prbernal@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 to send Purchase Orders to: _____

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

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 (Rev. October 2018) MUST ACCOMPANY THIS VENDOR INFORMATION FORM

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1) All 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): _____