



CO-CURRICULAR BUS SERVICE

Bid No. 2223-04

Contact: Thomas Connolly
Buyer/Planner, Purchasing
tjconnolly@capousd.org

Bid Deadline: Thursday, June 16, 2022, 10:00 a.m. P.S.T
Capistrano Unified School District
Education Center
33122 Valle Road
San Juan Capistrano, CA 92675

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

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** Will be executed by successful bidder after award of bid	

NOTICE INVITING BIDS

District: Capistrano Unified School District

Project: **Bid No. 2223-04
CO-CORRICULAR BUS SERVICE**

Bid Deadline: **Thursday, June 16, 2022, 10:00 AM PST**

Place of Bid Receipt: Capistrano Unified School District
Purchasing Department
Capistrano USD
33122 Valle Road
San Juan Capistrano, CA 92675

NOTICE IS HEREBY GIVEN that Capistrano USD, acting by and through its Board of Trustees, hereinafter referred to as the "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 2223-04 Co-Curricular Bus Service**.

To receive the official bid documents and addenda you must register on the District's website: <https://www.capousd.org/subsites/Purchasing/> **Click on Doing Business-Notices: Requests for Proposals and Bids**. Official bid documents may also be viewed and downloaded from the BidSync/Periscope S2G e-Procurement system by registering via the link on the District's website and searching the bid number. All Bids shall be made and presented only on the forms presented by the District. Bids shall be received in the place identified above, and shall be opened 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.

All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Thomas Connolly, at tjconnolly@capousd.org. All requests must be submitted no later **Friday, June 10, 2022, 5:00 p.m., PST**. Any requests made after such date shall not be responded to.

*Due to the COVID-19 pandemic, bids will be received outside of the District's main entry and all bidders will practice safe social distancing and maintain a minimum of 6' social distancing at all times.

Each bid must conform and be responsive to the bid documents.

Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of One Hundred Dollars (\$100), payable to the District.

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

The contract will be awarded to the lowest responsive, responsible bidder meeting specifications per category. However, if District first determines that a prevailing bidder could provide better service under the standards enunciated in the specification of the bid, it may award to other than the lowest bidder.

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

By order of the Board of Trustees of Capistrano USD.

Publication Dates: 6/2/2022 & 6/8/2022

BID OBJECTIVE

Capistrano Unified School District (“District”) currently uses contracted buses with drivers for many instructional, Co-Curricular trips. These contractor furnished buses and drivers are scheduled by District due to the volume of extracurricular trips and lack of District owned equipment to handle the high volume.

The overall objective of this Invitation for Bids is to allow vendors and suppliers the opportunity to bid for Co-Curricular Bus Service that will meet District’s needs.

The District will factor in the total “value” of services in determining the award of contract and not base the decision solely on price alone. Bids will be evaluated on cost as well as the ability to provide services that can meet the requested requirements.

Award for base bid will be determined by lowest bid price per category. Winning bidder becomes preferred vendor of DISTRICT. As need for contractor work arises winning bidder will be offered trip assignments first. Remaining bidders will form a Bench of Contractors to utilize in the event winning contractor is unavailable or cannot be reached.

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.

- 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 shall be submitted on the prescribed Bid Forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature 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
Education Center, Main Lobby
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Thomas Connolly, Purchasing Department

and received at that office on or before **10:00 a.m. P.S.T., Friday, June 17, 2022**, 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.

1. **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.
 2. One (1) copy of the Bid Form must be submitted to the Purchasing Department. Be sure that your company name appears on each page of Bid Form and Agreement, Noncollusion Declaration Certificate, Information Required of Bidder Form, Contractor Criminal Records Check, Conflict of Interest, Drug-Free Workplace Certification, Tobacco Use Policy, and Workman's Compensation Certification.
- 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. The bid shall be signed under the correct firm name by an authorized

officer or person.

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 the Bidder's legal entity, the Bidder shall immediately notify District's Purchasing Department in order that proper steps may be taken to have the change(s) reflected on the contract or purchase order.

- D. MODIFICATIONS. Changes in or additions to the Bid Forms, 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 Invitation For Bids. No oral or telephonic modification of any bid submitted will be considered and a telegraphic or data fax modification may be considered only if the telegram or data fax is received at District office prior to the time and date stated for the bid opening.
- 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. Verify your bid before submission, as it cannot be corrected after the bid opening.
- F. WITHDRAWAL OF BIDS.
Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.
- 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. 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 hand delivered or mailed or faxed to each bidder known to have received a set of the Bid Documents. 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.
- 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 Invitation 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 five (5) working days after notification of the award of the contract to bidder, District may award the contract to the next lowest bidder until the lowest responsive, responsible bidder accepts or release all bidders.

1. It is the intention of District to award a contract as determined to be in the best interest of District. The right is reserved to reject any or all quotations to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as contained in the specifications.
 2. District does NOT guarantee that all items shown on this bid will be commissioned. The right is reserved to purchase additional quantities at the bid prices during the period this bid is valid. 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 District.
- I. ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$500,000 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. The actual amount of expenditures will be dependent on the availability of funds. Vendor agrees to furnish the requested units at the submitted unit prices throughout the contract period.
- J. PRICING. Prices must be stated for the unit items specified hereon. Bid on each item separately. Award may be made on the basis of total price per category.
1. Do not include Sales Taxes in the bid. Sales Taxes will be added at time of order. District will only pay state sales and use Tax; however, California use Tax will be paid to out-of-state only when their permit number is shown on both their bid and invoices.
 2. District is exempt from payment of federal excise taxes, and will furnish vendor with a tax Exemption Certificate if requested. **DO NOT INCLUDE ANY FEDERAL EXCISE TAXES IN YOUR BID.**
 3. If any new or additional taxes were not in effect at the time of the bid but are in effect prior to delivery of bid items, District shall pay such taxes.
 4. During the period of delivery under a contract resulting from this bid, if the price of the items decreases, District shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to District exceed the prices under which the bid was awarded. District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Bidder to any other school district or any other

State, County, municipal or local governmental agency in Orange County or other Counties for the materials/equipment listed on the bid.

- K. "NO BID". Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid".
- L. AMENDMENTS. Bidders are advised that District reserves the right to amend the requirements of this Invitation For Bid 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 Invitation For Bid. If in the judgment of District the change is of such nature that additional time is required for bidders to prepare their bids, 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 an Invitation For Bid. This may be done by writing the addenda number(s) on the bid form found under Bid Form and Agreement.
- M. BID VALIDITY. Bids are to be valid and in force for 60 days after opening.
- N. PUBLIC INFORMATION. All materials received by District in response to this Invitation 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.
- O. BID COSTS. 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.
- P. RENEWAL OPTION. The term of this base contract is for one year with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months under Education Code 39803.
- Q. NON-CONFORMANCE. When any Bidder shall deliver any service which does not conform to the specifications or when services are unduly delayed, District may, at its option, annul and set aside the contract entered into with said Bidder, either in whole or in part, and make and enter into a new contract in accordance with the law for furnishing such services so agreed to be furnished. Any additional cost or expense incurred by reason of the failure of the Bidder, as above stated, shall be paid by the original Bidder and his sureties, if any.
- R. SIGNATURE. The Bid Form and Agreement and all required documents and certifications 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 chairman 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 therefore for the joint venture or partnership. If the bidder is an individual his/her signature shall be placed on such documents.

- S. EXAMINATION OF CONTRACT DOCUMENTS. At its own expense and prior to submitting its 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.
- T. STATUS OF BIDDER. Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.
- U. BID SECURITY - Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount **one hundred dollars (\$100)**, payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after notice of award of the contract, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workmans' Compensation Certificate, Drug-Free Work Place Certifications, and the Criminal Records Check Certification, all within **five (5)** working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.
- V. PROTESTS. Bid Protest Procedure. Any bidder may file a bid protest to DISTRICT's Purchasing Department. The protest shall be filed in writing with the DISTRICT not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
 - a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest

responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the DISTRICT, an informal hearing will be held. DISTRICT will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the DISTRICT's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Transportation, or their designee, within three (3) business days after receipt of the DISTRICT's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

c. Appeal Review: The Deputy Superintendent of Business & Support Services or their designee shall review the decision on the bid protest from the Director of Transportation and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Deputy Superintendent of Business & Support Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. DISTRICT reserves the right to proceed to award the Contract for the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, DISTRICT may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the DISTRICT may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

Bid Bond No.: _____

BID BOND

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

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

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workmans' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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

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

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

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

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

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

BID SPECIFICATION REQUIREMENTS

- A. Contractor shall furnish, operate and maintain California school buses for the transportation of students and other persons on trips as may be specified by District. Such transportation may be either within or outside of District and on any day during the term of the contract.
- B. The terms of this base contract is for one year with two (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months.
- C. The contract will be awarded by: Category 1 and 2, with contract awarded to the lowest responsive, responsible bidder by lowest price per category. Winning bidder becomes preferred vendor of DISTRICT. Trip will be offered first to preferred vendor of DISTRICT. Remaining bidders will form a Bench of Contractors to utilize in the event preferred vendor is unavailable or cannot be reached. Order in which vendors are solicited will be determined by second lowest price, third lowest price, fourth lowest, successively.
- D. Contractor shall immediately report to District all accidents involving Contractor's equipment or personnel while transporting District personnel and/or students.

Emergency After Hours On-Call Supervisor (714) 348-9776

Dispatch (949) 234-9972.

- E. All drivers shall have proper licenses and certificates as required by current applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. District shall have the right to reject any driver and shall notify Contractor in writing.
- F. Contractor shall certify to District that it meets all requirements of the California Highway Patrol, the California Department of Education, and the California Public Utilities Commission, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports, and any other Law, rule, regulation, or procedure of the Federal or State Governments.
Contractor must supply most recent terminal inspection with bid documents.
- G. Contractor shall submit a copy of the yearly terminal inspection to District Attn: Purchasing Department.
- H. Contractor shall notify District of its current California Highway Patrol Motor Carrier Rating and shall notify District of any change in that rating within one working day of that change.
- I. Contractor shall certify to District that they have a current drug and alcohol policy as required by current Federal law. Contractor shall furnish a copy of current policy with bid documents.
- J. Contractor shall also certify to District that their substance abuse program meets or exceeds all current Federal and State requirements for commercial drivers.

- K. Contractor shall grant to District the right to inspect terminals, all Vehicle Maintenance Records, all Driver records, all Driver Training records, and all accident reports that Contractor is required by law, rule, or regulation to maintain during normal business hours and provided that these inspections do not interfere with inspections or investigations being conducted by authorized public agencies.
- L. Contractor shall not be responsible for loss or damage to personal items carried by passengers, but shall have a liability not to exceed \$250 per person for loss of luggage stowed in baggage compartments.
- M. District shall reimburse Contractor for all tolls, parking and other fees (excluding fines) in conjunction with District trips.
- N. Contractor will notify the District's Transportation Department in advance by phone, whenever practical, when a bus or buses will be at least 15 minutes late to a pick up or return point.
- O. District shall not be charged over hours for any delays due to Contractor equipment mechanical failures or driver performance. For any over hours due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.) Contractor will submit a proposal with equitable cost sharing benefits.
- P. **Contractor will attach explicit cancellation policy to the bid document.**
- Q. Contractor pickup and return points shall be designated by District. Time charges shall commence and terminate at those points.
- R. Contractor invoices shall be submitted directly to District Transportation Department, within 10 days after completion of each trip. The invoice shall contain the date(s) of the trip, driver's name, fleet bus number, the pickup and return points, the capacity of the bus(es) used, the time of pickup and return, the trip mileage, calculated hours being charged, any applicable flat fee or surcharge and District Reservation Trip Number.
- S. Contractor shall provide a fleet roster of proposed vehicles, listing make, model, seating capacity, year of manufacture and fleet ID.
- T. Contractor agrees to be available for monthly meetings at District to review Contractor performance.

U. The following capacity buses may be used:

School Bus

72 - 90

SPAB Approved Recliners w/Restrooms

Minimum 45 PAX

- V. District may have a requirement for wheelchair access buses for extra curricular trips. Contractor shall identify its accessible buses on the fleet roster.
- W. Contractor shall maintain General Liability, Automobile Liability, Bodily Injury and Property Damage Insurance for not less than \$5,000,000, naming the District as an additional insured and certificate holder.

Insurance and Workmans' Compensation. **The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability	\$5,000,000 minimum limit per occurrence
incl. Contractual Liab., and	\$10,000,000 minimum general aggregate
Broad Form Property Damage	

Automobile Liability:	\$5,000,000 minimum limit per occurrence
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Workmans' Compensation:	As required by the California Labor Code
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For all insurance coverages provided by Vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by District, except that for Workmans' Compensation, the State Compensation Fund of California is acceptable.
- C. Workmans' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. Vendor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and the Board of Trustees.
 - 2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the Vendor's insurance and shall not contribute with it.
 - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
- E. The "Description of Operations" section must include the following: **The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by CUSD shall be excess and noncontributory."**

Contractor shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

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 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:

**CO-CURRICULAR BUS SERVICE
BID NO. 2223-04**

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

Award for base bid will be determined by lowest bid price per category. Winning bidder becomes preferred vendor of DISTRICT. As need for contractor work arises winning bidder will be offered trip assignments first. Remaining bidders will form a Bench of Contractors to utilize in the event winning contractor is unavailable or cannot be reached. Order in which vendors are solicited will be determined by second lowest price, third lowest price, fourth lowest, successively.

Category #1. Provide School Buses (Capacity 72-90):

<u>Hourly Rate</u>

<u>Additional Charge(s) Out of Area (long distance)</u>	<u>Additional Charge(s) Overnight Trips</u>

Category #2. Provide SPAB approved recliners w/restrooms minimum 45 PAX :

<u>Hourly Rate</u>

<u>Additional Charge(s) Out of Area (long distance)</u>	<u>Additional Charge(s) Overnight Trips</u>

Please provide this space to list or explain any additional charges i.e. fuel surcharge, minimums, price by capacity, or anything that would impact total trip cost.:

Bus hours for all categories above shall be computed from the DISTRICT specified pick up and delivery points.

CANCELLATION POLICY

Attach explicit cancellation policy to bid document.

AVAILABILITY

Awarded bidders unable to be reached by phone, email, or text for three consecutive trips will lose their bench position, and will be placed in the last position of the bench. Winning bidder for each category will be first bidder contacted and offered the trip. If winning bidder is not available or unable to fulfill trip criteria, District will contact next responsive bidder in bench order.

- 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 to Bidders - Invitation for Bids. 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.
- C. 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 whose title is _____, is authorized to act for and bind the corporation.
- D. 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.
- E. 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 terms and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- F. The Bidder attests to having read and understands all documents contained and

referenced in this bid.

G. The Contractor agrees:

1. to notify the DISTRICT of the Contractor's current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT within one day of any change in that rating; and,
2. to grant to the DISTRICT the right to inspect all Terminals, Vehicle Maintenance Records, all Driver Training and Performance Records, and all Accident Reports.

H. The Contractor certifies:

1. the company meets all California Highway Patrol, California Department of Education and the California Public Utilities Commission requirements, including, but not limited to Driver Training and Records, Vehicle Maintenance Procedures and Records, Accident Reports, and any other law, rule, regulation or procedure prescribed by the Federal government; and,
2. the company has a drug and alcohol policy that meets or exceeds all Federal and California State requirements for commercial drivers, and that requires, as a minimum, substance abuse tests for new employees, tests for any driver involved in an accident, and tests of a randomly selected number of employees on a periodic basis.

I. 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: _____

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: _____

DISTRICT**APPROVED:**Bid Awarded to _____
(Contractor Name)

Category #1 Provide School Buses	Category #2 Provide SPAB Approved Recliners w/Restrooms

CONTRACT DOCUMENTS:

1. _____ Bid Bond \$100
2. _____ Bid Form and Agreement
3. _____ Noncollusion Declaration
4. _____ Information Required of Bidder
5. _____ Certification by Contractor Criminal Records Check
6. _____ Conflict of Interest
7. _____ Drug Free Workplace Certification
8. _____ Tobacco Use Policy
9. _____ Attestation of Compliance
10. _____ Contractor's Certificate Regarding Workers' Compensation
11. _____ Certificate of Liability Insurance
12. _____ W-9 Form
13. _____ Vendor Information Form

CONTRACT TERM

The term of this base contract is for one year beginning July 1, 2022 through June 30, 2022, with two (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

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. Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of District?
Yes ____ No ____ If so, please elaborate.

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 _____, 2019, at

_____, State of _____.
City, County

(signature of officer)

(typed name of officer)

OTHER REQUIRED DOCUMENTS

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

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 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 Thomas Connolly at 949-234-9448.***

CONFLICT OF INTEREST

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

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | |
|-----------------------------------|-------|------|
| a. Were you a full-time employee? | [Yes] | [No] |
| Part-Time employee? | [Yes] | [No] |
| As-Needed employee? | [Yes] | [No] |
| Consultant? | [Yes] | [No] |
| Or other, please | [Yes] | [No] |

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of DISTRICT did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each DISTRICT position held?

- f. What was your last date of employment?

2. Do any Board of Education Member(s) or DISTRICT employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

- b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by District? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each position(s) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the

(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §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 §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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. 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 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 statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if District determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of §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 §8350, et seq

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

Name of Contractor

Signature

Print Name

Title

Date

TOBACCO USE POLICY

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

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

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

Name of Bidder _____

Signature _____

Date _____

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
and Cara Bran, Human Resource Services at cbbran@capousd.org.**

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 October 2021 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:

- a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card¹) 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
- 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.

¹ "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.

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: _____

WORKMANS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

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

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – **Additional Insured Endorsement**

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

- | | |
|---|--|
| <input type="checkbox"/> Commercial General Liability
incl. Contractual Liab., and
Broad Form Property Damage | \$5,000,000 minimum limit per occurrence
\$10,000,000 minimum general aggregate |
| <input type="checkbox"/> Automobile Liability | \$5,000,000 minimum limit per occurrence |
| <input type="checkbox"/> Workmans' Compensation:
Employers' Liability: | As required by the California Labor Code
\$1,000,000 minimum limit per occurrence |

For all insurance coverages provided by Vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; DISTRICT approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by District, except that for Workmans' Compensation, the State Compensation Fund of California is acceptable

- C. Workmans' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. Vendor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Education. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and The Board of Education.
 2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and The Board of Education shall be excess of the Vendor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
- E. The Description of Operations" section must include the following: **"The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."**

The Vendor shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

See the following example



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NOT-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CAPISTRANO UNIFIED SCHOOL DISTRICT,
ITS OFFICERS, BOARD MEMBERS,
OFFICIALS, EMPLOYEES, AGENTS AND
VOLUNTEERS
33122 VALLE RD
SAN JUAN CAPISTRANO, CA 92675

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II is amended to include as an insured the person or organization show in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C—C corporation, S—S corporation, P—partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	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 Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
				-				

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 on page 3.

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

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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



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 Name(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): _____

TERMS AND CONDITIONS

- A. **NON-DISCRIMINATION.** In the performance of the terms of this Contract, Supplier agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. Therefore, the Supplier agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code Sections 12940 et seq. In addition, the Supplier agrees to require like compliance by all subcontractors employed to do work under this contract.
- B. **PROHIBITED INTERESTS.** No officer, employee or agent of District who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any material supply Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, or attorney of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.
- C. **STATE AUDIT.** Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of District, the Bidder, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds 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 Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this contract. Supplier shall preserve and cause to be preserved such books, records and files for the audit period.
- D. **CONTRACT DOCUMENTS.** The complete contract includes the following documents: the advertisement calling for bids, the bid and general terms and conditions, designation of subcontractors, the specifications and drawings, the bid as submitted and accepted by District, the contract, the insurance policies, Supplier's certificate regarding workmans' compensation, the performance bond, the payment bond, and any amendments thereto. All of these documents are complementary and what is called for by any one shall be as binding as if calling for by all.
- E. **Changes.** No changes or alterations to this contract shall be made without specific prior written approval by District.
- F. **INSURANCE.** The Supplier shall maintain insurance to protect him from claims under workmen's compensation laws as required by Labor Code Section 3700 and for claims or damages for personal injury, including death and damage to property, which may arise

from operations under the contract. The Supplier shall be required to file with District certificates of such insurance. Failure to furnish such evidence, if required by District, may result in District declaring the Supplier to be non-responsive or non-responsible. Specific insurance requirements may be called out in the bid.

- G. **INVOICES AND PAYMENTS.** Unless specified otherwise, the Supplier shall render invoices in triplicate for materials delivered or services performed under the contract to District's Transportation Department. Invoices shall be submitted immediately on the form designated by District, under the same firm name as shown on the contract. The Supplier 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.

- H. **PATENTS, ROYALTIES AND INDEMNITIES.** The Supplier shall hold and save District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of District.

- I. **NO ORAL AGREEMENTS.** No oral agreement or conversation with any officer, agent or employee of District, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.

- J. **PERMITS AND LICENSES.** The Supplier and all Supplier employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services listed therein. Each bid will specify what licenses and permits are required and the Supplier shall declare under penalty of perjury that he possesses the required licenses or permits.

- K. **ASSIGNMENT.** The Supplier shall not assign or transfer by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the consent of District, and sureties, if any. Assignment without prior DISTRICT consent shall be null and void.

- L. **HOLD HARMLESS.** The Supplier will hold harmless and indemnify the DISTRICT, its officers, employees and agents from every claim or demand which may be made by reason of:

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

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

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

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

O. **DISPUTES.**

1. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Supplier agrees to continue the work diligently to completion. If the dispute is not resolved, Supplier agrees it will neither rescind the Contract nor stop the progress of the work, but Supplier's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.
2. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments

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

3. As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "ADJUSTMENTS TO CONTRACT PRICE".

P. DEFAULT.

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

Q. DISTRICT'S RIGHT TO TERMINATE CONTRACT.

1. If the Supplier refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete delivery of said material and/or service within such time, or if the Supplier should file a petition for relief as a debtor, or should relief be ordered against Supplier as a debtor under Title 11 of the United States Code, or if Supplier should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if Supplier should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or instructions of District, or if Supplier

or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon Supplier and its surety of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Supplier shall not be entitled to receive any further payment until service is finished or material delivered.

2. In the event of any such termination, District shall immediately serve written notice thereof upon surety and Supplier, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give District written notice of its intention to take over and perform this Contract or does not commence performance thereof within fifteen (15) days after date of serving such notice of termination by District on surety, District may take over the work and prosecute same to completion by Contract or by any other method it may deem advisable for the account and at the expense of Supplier, and Supplier and its surety shall be liable to District for any excess cost or other damages occasioned District thereby. Time is of the essence in this Contract. If District takes over the work as hereinabove provided, District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Supplier as may be on the site of the work and necessary therefore.
3. If unpaid balance of Contract price shall exceed expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to Supplier. If such expense shall exceed such unpaid balance, Supplier shall pay difference to District.
4. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

T. **OPTION TO EXTEND THE TERM OF THE CONTRACT.** This contract is renewable, upon mutual agreement of both parties, by giving written notice of renewal, provided, that District shall have given preliminary notice of District's intention to renew at least sixty (60) days before this contract is to expire. (Such preliminary notice will not be deemed to commit District to renewals) The total duration of this contract, including the exercise of any option under this clause, shall not exceed three (3) years.