



IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 2024/25-02FA PURCHASE OF STORAGE SHEDS & MISC. ITEMS

**Bid Deadline/Opening:
June 25, 2024 at 1:00 pm**

Contact: Robert Ramirez
Facilities Planning
Irvine Unified School District
2015 Roosevelt, Irvine CA 92620
949-936-5383
Email: RobertRamirez@iusd.org

Required Documents

****Please return this sheet with your bid documents****

Bid Documents Due at the Submission of the Due Date

- Bid Form & Related Items
- Bid Form Pricing Sheet (all pages)
- References
- Bid Bond
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Requirements for Contractors Working on a Public Works Project Form
- Certification of Restriction on Lobbying

Other Forms not Required Until After Award

- Agreement
- Certification of Participation of Disabled Veteran Business Enterprises
- Tobacco Use Policy
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured)

Table of Contents

NOTICE CALLING FOR BIDS

CALENDAR OF EVENTS

INFORMATION FOR BIDDERS

*BID FORM & RELATED DOCUMENTS

*BID FORM PRICING SHEET

*REFERENCES

*NONCOLLUSION DECLARATION

*CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION & OTHER RESPONSIBILITY MATTERS

*CERTIFICATE OF RESTRICTIONS LOBBYING

*REQUIREMENT FOR CONTRACTORS WORKING ON PUBLIC WORKS PROJECT FORM
+AGREEMENT

+DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)

+TOBACCO USE POLICY

+WORKER' COMPENSATION CERTIFICATE

+DRUG-FREE WORKPLACE CERTIFICATION

NOTICE REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION
45125.1)

+CRIMINAL RECORDS CHECK CERTIFICATION

+W-9 FORM

+CERTIFICATE OF LIABILITY INSURANCE, including an Additional Insured Endorsement, this
is a separate document (Irvine must be named as an Additional Insured)

GENERAL CONDITIONS

***IF THE ITEMS IDENTIFIED BY AN ASTERIK ARE NOT RETURNED AT THE TIME OF THE
BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

+ITEMS THAT SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD

NOTICE CALLING FOR BIDS

DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT

BID DEADLINE: June 25, 2024 at 1:00 p.m.

PLACE OF BID RECEIPT: Irvine Unified School District
Facilities Planning Department
Attn: Robert Ramirez
2015 Roosevelt, Building 7
Irvine, California 92620

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "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 contracts for:

PURCHASE OF STORAGE SHEDS & MISC. ITEMS BID NO. 2024/25-02FA

The DISTRICT is soliciting bids from qualified and experienced firms that can provide and install storage buildings/sheds "as required" on a yearly lease basis for various District projects, in accordance with all the requirements set forth in the bid identified above.

BID DOCUMENTS will be made available on **May 29, 2024** (as a download) at the following website: <https://iusd.org/business-services/facilities-planning-construction-services/bidder-information-public-notice> Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the bid documents.

Any Request for Information (RFI's) regarding the interpretation of the bid documents must be received in writing, via e-mail, to RobertRamirez@iusd.org **no later than 2:00 p.m. on June 14, 2024.**

Bidders must meet the specified requirements regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Bidders may obtain information from the Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) at <https://www.dgs.ca.gov/PD>.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Robert Ramirez
Supervisor, Facilities Planning

Advertise: OC Register
May 29, 2024 & June 5, 2024

CALENDAR OF EVENTS

EVENT	DETAILS	DATE
Bid Published	Orange County Register	May 29, 2024 June 5, 2024
Bid Posted	IUSD Website Facilities Planning & Construction Public Notice	May 29, 2024
Last Day to Submit Request for Information (RFI)/Questions	RobertRamirez@iusd.org	on or before: 2:00 p.m. June 14, 2024
Issue Addendum in Response to RFI(s)	Upload to Website and E-Mail Participating Vendors	on or before: 2:00 p.m. June 18, 2024
Bid Opening/Deadline	Facilities Planning & Construction 2015 Roosevelt (Bldg. 7) Irvine, CA 92620	1:00 p.m. June 25, 2024
*Board of Education Action	Award of Contract	July 16, 2024

*Date is subject to change at the discretion of the District.

INFORMATION 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.**

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, Bid Form Pricing Sheet and completed in full. All bid items and statements shall be properly and legibly 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 control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Facilities Department, 2015 Roosevelt, Building 7, Irvine, CA 92620, Attn: Robert Ramirez**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left-hand corner with the respondent's name, the proposal number and the date and time for the opening of proposals. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** 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 and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. **Bid prices are to include shipping, Free on Board (F.O.B.) to Irvine Unified School District, on site assembly, inside delivery, and any required installation.**

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

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents

may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. 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.

9. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to Irvine Unified School District Supervisor of Facilities **within the timeframe stated in the Request for Information (RFI) deadline.** No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District's discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered or emailed 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 bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a

subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The award of the contract, if made by the District, will be by action of the Governing Board and to the lowest responsive and responsible bidder. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: <https://iusd.org/about/departments/business-services/purchasing/piggy-back-bids-rfps>

12. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. **The Agreement will be executed in two (2) original counterparts.** The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form & Related Documents, Bid Form Pricing Sheet, References, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Requirements for Contractors Working on a Public Works Project Form, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, General Conditions, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements be completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Additional Named Insured. All policies, except for the Workers' Compensation policy shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out the performance of services hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. Brand Names and Model Numbers (if applicable). Brand names are included descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified and have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. Brand of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth in the bid. Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Please note that bid for the same item as specified by designating "New Number" in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Document in the Information for Bidders.

18. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not

conform to the bid. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Request for Information (RFI's) deadline (noted on the Calendar of Events).** At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitutions received after the timeframe stated for Requests for Information (RFI's) deadline will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that the bidder shall furnish the material, process, service, or equipment specified by the District.

19. Samples (if applicable). Samples of equipment, materials, or supplies may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

20. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.

21. Warranty/Quality. Bidder shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

22. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

23. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders as needed. **Bid all items F.O.B., Irvine Unified School District or any of its locations within the District boundaries.**

24. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

26. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

27. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

28. Disabled Veteran Business Enterprises. Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the DISTRICT, in accordance with the DISTRICT's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <https://www.dgs.ca.gov/PD> or (916) 375-4940. The successful bidder shall be required to submit to the DISTRICT the DVBE Certification, which is included in the Bid Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

29. Bid Protest. Any bid protest must be in writing and received by the District at the Facilities & Construction Services Office, 2015 Roosevelt, Irvine, CA 92620 before 5:00 p.m. no later than three (3) working days following the bid deadline and must comply with the following requirements:

- (a) Only a bidder who has actually submitted a Bid Proposal is able to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- (b) The bid protest must contain a complete written statement of the basis for the protest and all supporting documentation. Material submitted after the bid protest deadline will not be considered. The protest must refer to the specific portion(s) of the Bid Documents upon which the protest is based. The protest must include the name, address, and telephone number of the person representing the protesting bidder.
- (c) A copy of the bid protest and all supporting documents must also be transmitted in writing by the bid protest deadline to the bidder(s) that is/are the subject of the protest.
- (d) The bidder(s) that is/are the subject of the protest may submit a written response to the protest, provided the response is received by the District before 5:00 p.m. no later than two (2) working days after the bid protest deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation including the name, address, and telephone number of the person submitting the response. Material submitted after the Response Deadline will not be considered by the District.

The procedure and time limits set forth in this section are mandatory and are the protesting bidder's sole and exclusive remedy in the event of a bid protest. No exceptions to these time limits and procedures will be allowed and shall be strictly enforced by the District. Failure to comply with

these procedures and time limits shall constitute a waiver of any right to further pursue a bid protest.

30. Term of Contract. The initial Contract Term will be for one (1) year and may be extended upon mutual consent of District and successful bidder for an additional two (1) one-year periods in accordance with the provisions contained in the Education Code, Section 17596 (K-12). The maximum term of this Agreement is three (3) years.

31. Price Adjustment. The rates established in all schedules for Bid No. 2020/21-1FA shall be subject to adjustment once each year during the renewal period. Rate change request shall be provided in writing, to the District by May 1st of each year. On July 1st in each Agreement year, the rates will be adjusted upward or downward in an amount equal to the amount of the percentage change to the nearest one-tenth (1/10th) of a percent during the preceding twelve months in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics, US Department of Labor, for the Los Angeles/Riverside/Orange County Area.

32. References. Bidders Shall list a minimum of three (3) references where bidder has successfully provided the similar type(s) of goods and services to another large school district or large corporation at a similar size and scope as the Irvine Unified School District. All references shall include full district/firm name, address, phone number management contact and description of work completed. The District reserves the right to contact all references even if Bidder has provided the same type of service for the Irvine Unified School District in the past. Failure by bidder to provide references with its bid submittal may result in rejection of bid by the District. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent to consider such information in evaluating the bidder's bid.

33. Public Information. All materials received by the District in response to this bid shall be made available to the public. If Any part of a bidder's material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the bid documents. Any bidder information used to aid in the bid selection must not be restricted from the public.

34. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

35. Force Majeure. The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

36. Department of Industrial Relations (DIR) Registration – SB854. Per the California Department of Industrial Relations, no contractor or subcontractor may be awarded a contract for public work on a public works project, awarded on or after April 1, 2015, unless registered with the DIR pursuant to Labor Code section 1725.5. That would include a firm that subcontracts to perform services such as soils testing, surveying, and building/construction inspection, and anyone hired by the firm to perform those same services as an independent contractor. Please also note that Labor Code section 1725.5(a)(2)(A) requires workers' compensation coverage for any worker employed by a registered public works contractor unless that worker is separately registered with DIR as a public works contractor. For further information, please visit the DIR's website at <http://www.dir.ca.gov/Public-Works/SB854.html>.

All bidders will be required to be registered with the Department of Industrial Relations. The "Requirements for Contractors Working on a Public Works Project" form is included in the bid documents and must be submitted with the bidder's proposal.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage, if the bidder, or the District determines the service falls within the labor code section 1773 or SB 854, the District will report the project to DIR and will provide the bidder with the DIR project number. Prevailing wage labor when deemed necessary, will need a separate quote for that said labor, and will be provided by the bidder at that time.

37. State Public Works Enforcement. As required by Section 1773 of the California Labor Code, the California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are maintained at the DISTRICT office located at 2015 Roosevelt, Irvine, CA 92620, and are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the specified rates to all workers employed by them for the Project.

The successful bidder and any listed subcontractor(s) of this Project are subject to the oversight, monitoring and enforcement of prevailing wage requirements by the Department of Industrial Relations, Division of Labor Standards Enforcement, and will be required to submit certified payroll records to the Labor Commissioner.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

E-MAIL ADDRESS: _____

BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

FOR

**PURCHASE OF STORAGE SHEDS & MISC. ITEMS
BID NO. 2024/25-02FA**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT
FACILITIES DEPARTMENT
2015 ROOSEVELT, BUILDING 7
IRVINE, CA 92620**

BID FORM

Bidder Name: _____ **To: Irvine Unified School District, acting by and through the Governing Board herein, called the "District."**

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

PURCHASE OF STORAGE SHEDS & MISC. ITEMS BID NO. 2024/25-02FA

All in strict conformity with the Bid Documents, including Addenda Nos. ____, ____, ____, on file at the Facilities/Purchasing Office of the Irvine Unified School District for the sums as set forth in this Bid Form.

Each individual bid term shall be determined from reviewing the drawings and specifications and all portions of the Bid Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. Term of Contract. The initial Contract Term will be for one (1) year and may be extended upon mutual consent of District and successful bidder for an additional two (1) one- y e a r

periods in accordance with the provisions contained in the Education Code, Section 17596 (K-12). The maximum term of this Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the Irvine Unified School District the Agreement and will also furnish and deliver to the District the certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, the Criminal Records Check Certification, and the Disabled Veteran Business Enterprises Certification, if applicable, 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 that should bidder fail or refuse to return these documents as required by the District, the bid security shall be forfeited to the District.

5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.

6. The name(s) of all persons interested in the bid as principals are as follows:

<u>Name</u>	<u>Address</u>	<u>Phone/ Email</u>

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. The bidder, manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the 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 purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify,

hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.
12. The undersigned hereby warrants that all work shall be completed within the calendar day timeframes set forth per Special Conditions and all other Contract Documents. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages, payable to the District, in an amount set forth in the Agreement for each consecutive calendar day of delay (Government Code Section 53069.85).
13. **Time is of the essence.**
14. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
15. Failure to complete the Bid Form and Bid Form Pricing Sheet in its entirety will render a bidder nonresponsive.
16. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, on site assembly, inside delivery, and any required installation.**
17. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by their District and the successful bidder. Acceptance or rejection of this clause will not affect the outcome of this bid.

OPTION GRANTED: _____

OPTION NOT GRANTED: _____

**(Complete the Bid Pricing Sheets Attached Hereto
Must be Included with Bid)**

**PURCHASE OF STORAGE SHEDS & MISC. ITEMS
 BID NO. 2024/25-02FA**

BID PRICING SHEET

* Please indicate "NO BID" in the pricing column if not bidding on the item*

Section A – Storage Buildings/Sheds

Item No.	Building/Shed Size (W x L)	Unit	F.O.B Pricing	On Site Assembly Pricing
1	4' x 6'	Each	\$	\$
2	8' x 8'	Each	\$	\$
3	8' x 16'	Each	\$	\$
4	10' x 10'	Each	\$	\$
5	10' x 12'	Each	\$	\$
6	12' x 12'	Each	\$	\$
7	12' x 20'	Each	\$	\$
8	16' x 16'	Each	\$	\$
9	16' x 20'	Each	\$	\$
10	20' x 20'	Each	\$	\$
11	Catalog Discount Standard or Custom Sizes Buildings (not listed on Items 1-9 above) Percentage Discount off list price:	N/A	%	%

Storage Buildings/Shed shall include the following as a standard:

- Roofing: Pitched Roof with Shingles
- Siding: Paint, Color Specified by Owner (Vista Paint/Dunn Edwards or Equal)
- Trim & Drip Edge: Paint, Color Specified by Owner (Vista Paint/Dunn Edwards or Equal)
- Door: Standard Single Shed Door (43.5" W x 6"H minimum)
- Security Package: locking handle or lockable door hasp
- Shim Building to level according to site conditions
- Delivery: Deliver fully assembled or assembly on site.

Joint Venturer Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____



Other Parties *If an individual* Name: _____
to Joint Venturer Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____
Telephone: _____

If a Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

If a Corporation Name: _____
(a _____ Corporation)
Signed by: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____
Telephone: _____

**IRVINE UNIFIED SCHOOL DISTRICT
PURCHASE OF STORAGE SHEDS & MISC. ITEMS**

LIST OF REFERENCES

Please provide three (3) references of school districts and/or any public agencies that bidder has contracted with to provide storage Sheds.

1. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	

2. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	

3. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Cod Section 7106)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CERTIFICATE OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf (name of offeror) of _____ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____

By: _____
(Signature of authorized official)

(Title of authorized official)

**D.I.R. REQUIREMENTS FOR CONTRACTORS WORKING
ON A PUBLIC WORKS PROJECT**

Per the California Department of Industrial Relations, no contractor or subcontractor may be awarded a contract for public work on a public works project, awarded on or after April 1, 2015, unless registered with the DIR pursuant to Labor Code section 1725.5. That would include a firm that subcontracts to perform services such as soils testing, surveying, and building/construction inspection, and anyone hired by the firm to perform those same services as an independent contractor. Please also note that Labor Code section 1725.5(a)(2)(A) requires workers' compensation coverage for any worker employed by a registered public works contractor unless that worker is separately registered with DIR as a public works contractor.

The link below is provided to find information on how to register.

<http://www.dir.ca.gov/public-works/publicworks.html>

In addition, on all projects awarded on or after April 1, 2015, contractors and subcontractors, with a DIR classification, must furnish electronic certified payroll records (eCPR) to the Labor Commissioner in PDF format. eCPR registration is at <https://cadir.my.site.com/registrations/s/login/> is required. Contractors and subcontractors must also supply the awarding agency with copies of certified payrolls.

Company Name: _____

DIR Registration Number: _____

California State Contractor's License Number: _____

AFTER AWARD

SAMPLE AGREEMENT AND REQUIRED DOCUMENTS ATTACHED HERETO

PURCHASE OF STORAGE SHEDS & MISC. ITEMS
BID NO. 2024/25-02FA

SAMPLE

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby dated this XX day of Month, 20XX (the “Effective Date”) between the Irvine Unified School District (School Site), hereinafter referred to as “DISTRICT,” and Contractor’s Name, address, and phone number, hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special Services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. CONTRACTOR shall provide **PURCHASE OF STORAGE SHEDS & MISC. ITEMS, BID NO. 2024/25-02FA**, hereinafter referred to as “Services”.

2. Term. CONTRACTOR shall commence providing Services under this AGREEMENT on Month day, 20XX and will diligently perform as required and complete performance by Month day, 20XX.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for Services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Amount in Words Dollars (\$XXXX.XX). DISTRICT shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR’s invoice detailing the services rendered.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing Services for DISTRICT.

5. Independent Contractor. CONTRACTOR, in the performance of the Services pursuant to this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR’s employees.

6. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this AGREEMENT. CONTRACTOR's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services/Intellectual Property. CONTRACTOR agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by CONTRACTOR to the DISTRICT in connection with the Services set forth in this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such Services. CONTRACTOR further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by CONTRACTOR to the DISTRICT and/or used in connection with the Services set forth in this AGREEMENT, reflect the intellectual property of, and copyright interests held by DISTRICT and shall not be copied or used in whole or in part by CONTRACTOR without DISTRICT's express written permission. CONTRACTOR understands and agrees that all Content produced under this AGREEMENT is the property of DISTRICT and cannot be used without DISTRICT's express written permission. CONTRACTOR acknowledges and agrees that DISTRICT shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the DISTRICT.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for Services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of Services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required Services from another contractor. If the cost to the DISTRICT to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the CONTRACTOR, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the Services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

10. Insurance. CONTRACTOR shall insure CONTRACTOR's activities in connection with the Services under this AGREEMENT and agrees to carry insurance to ensure CONTRACTOR's ability to adhere to the indemnification requirements under this AGREEMENT.

10.1 CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

a. Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

c. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

d. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.

e. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

- 10.2 No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this AGREEMENT.

11. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

12. Compliance with Applicable Laws. The Services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, the Services, equipment and personnel engaged in Services covered by this AGREEMENT or accruing out of the performance of such Services.

- 12.1 Fingerprinting. Education Code section 45125.1 requires that employees of a Contractor providing certain services to school Districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Contractor and/or Contractor's employees will have limited or no contact with District's students. In making this determination, the District will consider the totality of the circumstances. If the District has determined that fingerprinting is required, whether or not the Services are one of those listed in Section 45125.1, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the Department of Justice has ascertained that the Contractor and/or Contractor's employees have not been convicted of a serious or violent felony. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and shall provide to the District a list of names of its employees who may come in contact with students. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

The Services and scope of work defined in this Agreement
will
will not
require the CONTRACTOR to submit to fingerprinting.

CONTRACTOR's Initials: _____

13. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this AGREEMENT.

15. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non-Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

District:
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Asst. Superintendent, Business Services

Contractor: _____
Company Name _____
Address _____
City, State, Zip _____
Attn: _____

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this AGREEMENT are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This AGREEMENT may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT, and the AGREEMENT shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this AGREEMENT warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

26. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein, if applicable.

This AGREEMENT is hereby dated as of the Effective Date.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Name: John Fogarty
Title: Asst. Superintendent, Business Services
(a Board Authorized IUSD rep. will sign for IUSD)
IUSD Board Approved:

By: _____
Name: _____
Title: _____
Taxpayer Identification No.: _____

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the **Irvine Unified School District** has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-mail

TOBACCO USE POLICY
IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine 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 District. Failure to abide with this requirement could result in the termination of this contract.

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

Name of Bidder

Signature

Date

WORKER'S 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 workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state, which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of 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 Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintain a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

Name of Contractor/Print

Signature

Title

Date

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code Section 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 Section 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 contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board 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 Section 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 Section 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 noninmate; 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.

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

To the Governing Boards of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. 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 Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

DISTRICT INSURANCE REQUIREMENT SAMPLES

Irvine Unified School District Insurance Requirements

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

Mandatory Requirements (unless District reduces or excludes coverage requirements)

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

Minimum Limits (if required by District)

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

Additional Insured Endorsement Language

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

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

See sample certificate on the Irvine Unified School District website <https://iusd.org>.

Additional Required Documents

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

Questions may be directed to Risk Management & Insurance at:

Email: Insurance@iusd.org

Fax: (949) 936-5019

Revised: September 2018

SAMPLE

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

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

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

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

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____ SIGNATURE REQUIRED
--	---

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY
(INSERT INSURED NAME)

COVERAGE DOCUMENT
(INSERT POLICY NUMBER)

ADMINISTRATOR
(INSERT NAME OF ADMINISTRATOR)

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

Additional Covered Party:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Description of Activities:

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

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE

SAMPLE

GENERAL CONDITIONS (ATTACHED HERETO)

PURCHASE OF STORAGE SHEDS & MISC. ITEMS
BID NO. 2024/25-02FA

GENERAL CONDITIONS

1. The purpose of this bid is to purchase storage sheds (as needed) for Various sites throughout the Irvine Unified School District.
 - a. Storage Shed shall be of primer quality and shall include the following a standard:
 - Pitch roof with 3-Tab Composition Shingles
 - 6' Shed door placed on any wall with heavy duty hinges
 - Structures designed for multiple uses
 - Shed shall be delivered with a base paint (primer), unless the District selects a standard paint finish. The Contractor will be responsible for delivering a finished product.
 - Delivered Fully assembled or minimal assembly on site.
2. Submission of singed bid will be interpreted to mean that the bidder has read and agrees to all terms and conditions of the Bid Documents.
3. ADD/DELETE LOCATIONS: The Irvine Unified School District is a growing district; therefore, the District reserves the right to add or delete locations at any time throughout the term of this proposal.
4. NO MAXIMUM OR MINIMUM QUANTITIES: The District does not guarantee that a minimum or maximum amount will be purchased.

The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.

5. TERM of AGREEMENT: The initial term of the Agreement is through July 16, 2025. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one 91) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The Maximum term of the Agreement is three (3) years.
6. PRICING: Bid prices are to include **shipping, F.O.B. to Irvine Unified School District, on site assembly, inside delivery, and any required installation.** Quoted prices must stay in effect for one (1) year after award of bid.
7. CATALOG DISCOUNTS: The District requests the option to purchase custom size shed and miscellaneous items from the bidder's catalog not listed in the bid. The District requests that bidders list a percentage discount on manufacturer(s) entire catalog line in addition to the specific models of products that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the

manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a Particular manufacturer, please include or attach the discount structure with bid response. After award successful bidder(s) will be responsible to provide catalogs, brochures, and paint finish swatches to the District. The published catalog price must be verifiable during the course of each calendar year for the term of the bid audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with the bid documents.

8. **PRODUCT QUOTING REQUIREMENTS:** Successful bidder(s) will be required to include the following information on quotes requested by the District:

(a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.

(b) **Non-Specified items listed on Bid** as a percentage off must include back-up with the Manufacturer's list price and the discount percentage taken off for each item quoted.

9. **DELIVERIES: Tailgating Deliveries will not be accepted.** Delivery shall be made within 30 days after receipt of a purchase order, unless successful bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When product is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by contractor.

10. **PAYMENTS:** Payments may be invoiced after actual delivery to the required destination.

11. **PRICE ADJUSTMENTS:** The District must be notified of any changes in Manufacturer's List Pricing over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

12. **MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR:** Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.

13. **DISCONTINUED AWARDED LINE ITEMS:** Awarded bidder(s) are required to immediately notify the Supervisor Facilities Planning when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or

lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

14. WARRANTIES AND GUARANTEES: Successful bidder(s) expressly warrant that the goods/services covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

15. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.

16. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

17. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

18. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

19. HOLD HARMLESS/INDEMNIFY: The successful bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend and hold harmless the District, its Governing Board, officers, agents and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the bidder in the performance of this Agreement.

20. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement

shall not be construed as a waiver thereof.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

22. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.

23. DEFAULT: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this bid document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.

24. DRIVING ON PREMISES: The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the Irvine Unified School District at (949) 936-5000.

25. CLEAN UP: The vendor shall remove all debris caused by his work at the job site after each delivery and dispose of it at no additional cost to the District. Disposal shall be in strict accordance with local and State of California laws and ordinances.

- END OF GENERAL CONDITIONS -