



Irvine Unified School District

BID #13/14-02TS

Fuel (Gasoline and Diesel)

BID OPENING: OCTOBER 15, 2013 at 2:00PM

Contact: Tanisha Grattan

IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY, IRVINE, CA 92604
949-936-5212

Email: tanishagrattan@iusd.org



Bid #13/14-02TS Fuel (Gasoline and Diesel)

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING,
THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.



NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **OCTOBER 15, 2013 at 2:00PM**

PLACE OF RECEIPT: Irvine Unified School District
Purchasing Department
5050 Barranca Parkway, Irvine, California 92604.

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 a contract for **FUEL (GASOLINE AND DIESEL) BID NO. 13/14-02TS**

Go to http://www.iusd.org/district_services/purchasing/index.html to download the full Bid Documents.

Bid Documents are available at Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, California 92604. 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 bids or in the bidding process. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Any questions regarding bid documents should be reduced to writing and faxed or e-mailed to Tanisha Grattan at (949) 936-5219 or tanishagrattan@iusd.org

Publication Dates: September 27, 2013 and October 4, 2013

Newspaper: OC Register



CALENDAR OF EVENTS

| Event | Details | Date |
|--|--|---------------------------------------|
| Bid Posted | | September 27, 2013 |
| Bid Advertised | Orange County Register | September 27, 2013 October 4, 2013 |
| Last Day to Submit RFIs/Questions | TanishaGrattan@iusd.org | October 9, 2013 2:00pm |
| Response to Questions/RFIs Posted | IUSD Website | October 10, 2013 |
| Proposals Due | 5050 Barranca Pkwy Irvine, CA 92604 | October 15, 2013 2:00pm |
| Intent to Award Posted | IUSD Website | October 17, 2013 |
| Protest Deadline | | October 23, 2013 |
| Board of Education Action | | November 12, 2013 |



INFORMATION FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, 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 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, Purchasing Dept., 5050 Barranca Parkway, Irvine, CA 92604**, 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 bidder's name, the bid number and the date and time for the opening of bids. **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 Security. Not required.

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 chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the 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 a 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. Agreement. The Agreement which the successful bidder will be required to execute is included in the bid documents.

10. Interpretation of Bid 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 the Irvine Unified School District ten (10) days before bid 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 discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the 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; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

11. 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.

12. Award of Contract. 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. The award of the contract, if made by the DISTRICT, will be by action of the Governing Boards and to the lowest responsive and responsible bidder. DISTRICT reserves the right to award one contract for both gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel. 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 bids.

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 work. 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 work. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) 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 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. Listing Subcontractors. Each bidder shall submit, on the form furnished with the bid documents, a list of the proposed subcontractors.

15. Term of the Contract. The term of the contract awarded to the successful bidder shall be three (3) years for the period from November 1, 2013 to October 31, 2016.

16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT'S 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 bid documents. Labor Code section 1861.

17. Licenses and Permits. Each bidder shall be required to have all valid licenses and permits at the time of the bid opening.

18. Anti-Discrimination. In connection with all work performed under this bid, there shall be no unlawful 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. In addition, the successful bidder agrees to require like compliance by any subcontractors used by such bidder.

19. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, their Governing Boards, officers, agents, and employees and provide the required insurance as set forth in the Special Provisions.

20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall request it in writing to the DISTRICT, which request may be denied in the sole discretion of the DISTRICT.

21. 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.

22. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-notorized noncollusion declaration

23. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

24. 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 Criminal Records Check Certification.

25. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in this Request for Bid or any addenda or amendments; here has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be



handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within six (6) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.



BID FORM

Name of Bidder: _____

To: Irvine Unified School District, acting by and through their Governing Boards, 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, Information for Bidders, Bid Form, Designation of Subcontractors Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, 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:

Bid No. 13/14-02TS: Fuel (Gasoline and Diesel),

all in strict conformity with the Bid Documents, including Addenda Nos. ____, ____, ____, on file at the office of the **Irvine Unified School District** for the sums as set forth in this Bid Form.

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. The required list(s) of proposed subcontractors is attached hereto and the undersigned represents and warrants that such list(s) is complete.

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 **Irvine Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Workplace Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract. 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 **Irvine Unified School District**. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, upon receipt of a Notice to Proceed.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.



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

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 contract.

8. 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 tender final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. 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.

10. 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 sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

12. 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.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

14. The DISTRICT reserves the right to award one contract for both, gasoline and diesel fuel or two separate contracts, one for gasoline and one for diesel fuel.

15. Failure to complete the Bid Form in its entirety will render a bidder nonresponsive.

16. FUELS. Consumption estimates are approximate and the DISTRICT does not guarantee a minimum or maximum amount.

All pricing is F.O.B. Destination at District location.



Do not include applicable state and federal taxes and fees. The District's Accounts Payable Departments will pay applicable state and federal taxes and regulatory compliance fees after auditing invoices from the successful bidder(s) who is/are awarded a contract.

There is a separate line item for delivery charges (inclusive of applicable loading, line haul and unloading fees).

The price of gasoline and diesel fuel shall be adjusted daily. Per gallon prices shall be determined by the Daily OPIS Unbranded Average Rack Terminal Price method, according to the 10:00 AM EDT/EST OPIS Publication. The successful bidder (s) who are awarded the bid will send daily alerts that identify the fuel price for gasoline and diesel, via email, fax or other desired methods to the District. The OPIS pricing arrangement will be valid at all times of the year including periods when oxygenated fuel is mandated by law or regulation. The successful bidder shall supply oxygenated fuel during those mandated periods.

On invoices, delivery charges per gallon shall be listed as a separate line item on each invoice and shall not be combined with fuel costs when computing tax. Each tax and fee shall be identified as a separate line item, listing the unit price of the fee or tax, the applicable quantity of gallons and the extended amount. The District may require that its purchase order number be placed on each invoice.



For informational purposes, the current tax and fee schedule (the unit of measure is gallon) currently in force is:

Gasoline Tax and Fee Schedule

| | |
|---------------------------------|---|
| Federal Excise Tax | .184000 (School Districts should be exempt from this tax) |
| L.U.S.T. | .001000 (Leaking Underground Storage Tank clean up fee) |
| Federal Environmental Fee (OSF) | .001714 |
| CA State Excise Tax | .395000 |
| AB32 ENV Surcharge | .001462 (Previously CA Environmental Fee) |
| AB-32-2 ENV Surcharge | .001454 (Previously CA Environmental Fee) |
| Childhood Lead Poisoning Fee | .000760 (After 2000 regulated by Dept. of Health Svc) |
| Ethanol Blend Credit | .00000 |
| CA Sales Tax | 2.750000% Sales Tax 2.25% add ½ % |

Diesel Tax and Fee Schedule

| | |
|---------------------------------|---|
| Federal Excise Tax | .244000 (School Districts should be exempt from This tax) |
| L.U.S.T. | .001000 |
| Federal Environmental Fee (OSF) | .001905 |
| CA State Excise Tax | .100000 (School District is exempt) |
| AB32 ENV Surcharge | .001703 (Previously CA Environmental Fee) |
| AB-32-2 ENV Surcharge | .001693 (Previously CA Environmental Fee) |
| CA Sales Tax | 8.00% in Orange County |

Note: Taxes and fees may change in the future according to legislative action. In the event of any change, the successful bidder shall advise the Districts of said change in writing within ten (10) days of the announced change and the effective date of the change.



Bid Form
Pricing Sheet

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

89 OCTANE

Bulk fuels full truck and trailer

Delivery size: 7,000+ gallons

OPIS Plus _____ cents per gallon

or Minus _____ cents per gallon

Delivery _____ cents per gallon

Other (Specify) _____ cents per
gallon

Applicable Discount(s) _____ cents
per gallon

Total OPIS + _____net cents per
gallon

Smaller Tank – less than full truck

Delivery size: 3,500–6,999 gallons

OPIS Plus _____ cents per gallon

or Minus _____ cents per gallon

Delivery _____ cents per gallon

Other (Specify) _____ cents per
gallon

Applicable Discount(s) _____ cents
per gallon

Total OPIS + _____net cents per
gallon

Large bulk deliveries exceeding 7,000 gallons could include a combined load of gasoline and diesel.



Bid Form
Pricing Sheet

Diesel – Low Sulphur

1. Bulk fuels full truck and trailer

Delivery size: 7,000+ gallons

OPIS Plus _____ cents per gallon

or Minus _____ cents per gallon

Delivery _____ cents per gallon

Other (Specify) _____ cents per gallon

Applicable Discount(s) _____ cents per gallon

Total OPIS + _____net cents per gallon

2. Smaller Tank — less than full truck

Delivery size: 3,500— 6,999 gallons

OPIS Plus _____ cents per gallon

or Minus _____ cents per gallon

Delivery _____ cents per gallon

Other (Specify) _____ cents per gallon

Applicable Discount(s) _____ cents per gallon

Total OPIS + _____net cents per gallon

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.



Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____



DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as is defined by the bidder in this bid.

| Type of trade, labor, or service | Name of Subcontractor | Complete Address (Name of City Not Sufficient) and Telephone No. |
|--|--------------------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Bidder agrees that within twenty-four (24) hours of the bid opening, bidder shall provide the DISTRICT with the complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

Name of Bidder

By: _____
(Signature of Bidder)

Print Name: _____

Address: _____

Telephone: _____



INFORMATION REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Distributor's License No. _____
Name of License Holder _____

- (5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (6) Person who inspected District's site:

Name and Title: _____

Date of Inspection: _____

- (7) How many years of experience have you had in supplying fuel to school districts?



- (8) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district during the past ten (10) years? Yes ____ No ____ If the answer is “Yes,” provide name of school district and details. _____

- (9) Are you currently under contract with any school district? Yes ____ No ____ If the answer is “Yes,” please provide the following information:

(a) Name of School District: _____

Describe the Contract: _____

(b) Name of School District: _____

Describe the Contract: _____

(c) Name of School District: _____

Describe the Contract: _____

- (10) Supplier must have fuel storage, loading terminal, metered pumps, etc., within Southern California and have access to a fleet of tanker trucks. Do you have all of these requirements? Yes _____ No _____

If the answer is “No”, please list the missing requirements:



- (11) List of References – Please provide references of school districts and/or any public agencies that you have contracted with to supply fuel. DISTRICT has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____



5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date



NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

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

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

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

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

Signature

Print Name



SPECIAL PROVISIONS

Scope of Work

This bid is for the furnishing and delivery of Unleaded Gasoline and Low Sulfur Diesel Fuel to existing underground and above ground storage tanks at the DISTRICT location as identified on the bid documents. This bid covers the approximate annual requirement of the DISTRICT. The DISTRICT will have the opportunity to order from this bid in quantities necessary to maintain a DISTRICT vehicle and equipment operations. Timing, and quantity needed, will be determined solely by the DISTRICT, and not by the SUPPLIER. SUPPLIER must have a minimum of three (3) years experience in furnishing and delivery of unleaded gasoline and low sulfur diesel fuel.

Quality of Fuels

Fuel provided must meet California Air Resources Board (CARS) Phase 2 Reformulated Gasoline Regulations must meet ASTM D.48 14 or latest revisions as verified by an independent lab of the DISTRICT choosing.

Only major oil company quality fuels meeting the following attached specifications are to be quoted and/or awarded.

Gasoline shall be at minimum unleaded 89 Octane (R+M/2) Method with full additive package.

Pricing and Invoicing

The contract bid price shall include full compensation for providing all required services as specified in this scope of work. No additional compensation will be allowed.

For purposes of payment by the DISTRICTS, it shall be, **Daily OPIS Unbranded Rack Average Price**. Pricing on invoices shall indicate OPIS average price for day of delivery and also the price being charged to DISTRICT.

Delivery rate and total delivery charge shall be a separate line item and shall not be combined with fuel costs when computing sales tax.

If the pricing service price (OPIS) is cancelled or modified, the DISTRICT reserve the right to cancel the Agreement based on this pricing.

SUPPLIER to send all applicable OPIS information daily to the DISTRICT.

Delivery Requirements

Delivery within two (2) working day after receipt of order.

SUPPLIER Responsibility

SUPPLIER shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents. In addition, the DISTRICT reserves the right to cancel the



Agreement of the SUPPLIER, notwithstanding compliance with the procedures set forth herein, delivers in a negligent manner or who, under any circumstances, causes a spill while delivering.

It is the responsibility of the SUPPLIER to have the delivering driver measure each fuel tank with a fuel tank gauge stick. These readings shall be taken prior to unloading fuel and after unloading fuel and will be recorded on delivery receipts. Gauges may be available; however, each delivery truck must be equipped with a stick. Deliveries of up to 5,000 gallons are to be metered. Deliveries greater than 5,000 gallons are to be documented by the terminal bill of lading. The carrier is to provide a copy of the bill of lading to the district at time of delivery. Invoices are to be accompanied by the supporting bills of lading or delivery ticket. Delivery tickets are to be signed at time and place of delivery. One copy of each delivery ticket is to be mailed to the appropriate location. All fuel deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday.

Unless otherwise provided in the Agreement, SUPPLIER shall have title to and bear risk of loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement at the F. O. B. point specified herein, and upon such delivery title shall pass, except for loss or damage resulting from SUPPLIER's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by the DISTRICT.

SUPPLIER's Facility:

SUPPLIER must have fuel storage, loading terminal, metered pumps, etc. within Southern California and have access to a fleet of tanker trucks.

Unleaded Gasoline Specifications:

Fuel is to be of Major Oil Company quality with fuel additive package.

Medium Unleaded

Octane rating; R+M/2 89 minimum

Lead content, elemental lead, grams per gallon .001 maximum .05 maximum

Reid Vapor Pressure, LB. Maximum 9.0— 13.5 for all grades

Distillation degrees, Fahrenheit, for all grades

10% evaporation, max 130—145 130—145

50% “ 225—240 225—240

90% “ 350—365 350—365

End point, max 437. 437.

Residue, % max 2 2

Corrosion, 3 hours/ 122 degrees Fahrenheit, max. 1

Sulfur, % max. 0.1

Oxidation stability, minutes, minimum 4

Existent gum, MG/ maximum 4, 4



Conformity of product to be supplied under this AGREEMENT shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

Low Sulfur Diesel Fuel Specifications:

Fuel is to be of Major Oil Company quality with full additive package.

| | |
|---------------------|------------------------|
| Cetane Number, Min. | 45 |
| Cetane Index, Min. | 45 |
| Pour Point, Max. | N/A |
| Flash Point, Min. | 140 degrees Fahrenheit |

Distillation

Recovery by Volume (by ASTM D-86 or latest revision):

| | |
|-----------------------|------------------------|
| 10% Evaporation, Max. | 437 degrees Fahrenheit |
| 50% Evaporation, Max. | 509 degrees Fahrenheit |
| 90% Evaporation, Max. | 595 degrees Fahrenheit |
| End Point, Max. | 640 degrees Fahrenheit |

| | |
|--|-----------------------------|
| Viscosity est. at 100 degrees Fahrenheit | 1.9 min. |
| Water and Sediment, Max. | .05% |
| Ash Content, by weight, Max. | .01% |
| Sulfur, by weight, Max. | .05% .0015 = 15 ppm or less |
| Alkali or mineral acid | neutral |
| Odor | non-offensive |
| Carbon residue, 10% residuum | .35% Max. |

Conformity of product to be supplied under this AGREEMENT shall be determined by ASTM D-975 or Federal Specification V VF-800 or latest revisions as applicable by independent laboratory analysis.

**AVERAGE MONTHLY VOLUMES MAY CHANGE DURING JULY, AUGUST,
DECEMBER, FEBRUARY AND APRIL DUE TO SCHEDULED SCHOOL CLOSURES**



Consolidated Annual Volume Summary

Gasoline

89 Octane: 354,250 gallons

Diesel

12,001 gallons

Note: Volume estimates are based on historical records, however, they could increase or decrease according to changes in student populations in the district and changes in bus routes and/or the number of buses in service.



IRVINE UNIFIED SCHOOL DISTRICT

1. 10,000 gallons underground tank for Gasoline.

10,000 gallons above ground tank for Diesel.

2. Refills average approximately 7,800 gallons

3. Average monthly usage:

Gasoline 10,706 gallons (89 Octane Unleaded)

Diesel 1,000 gallons (Clear Carb #2 Diesel)

4. Average annual usage (fiscal year)

Gasoline 128,475 gallons (89 Octane Unleaded)

Diesel 12,001 gallons (Clear Carb #2 Diesel)

FUEL REQUIREMENTS

| |
|--|
| <p>Unleaded Gasoline 89 Octane Meets CARB 3 Reformulated Gasoline Standards</p> |
|--|

| |
|--|
| <p>Clear CARB ULS #2 Diesel This diesel fuel does not contain visible evidence of dye. This fuel meets-EPA requirements for low sulfur cetane diesel fuel 3, NA 1993 PG 111 California diesel fuel, maximum 15 ppm sulfur</p> |
|--|

Fuel Tanks Locations

Tank Capacity (Gallons)

| | |
|--|--------------------------------------|
| Irvine Unified School District 100 Nightmist Irvine, CA 92618 Transportation Department | 10,000 Gasoline 10,000 Diesel |
|--|--------------------------------------|



GENERAL CONDITIONS

Bid # 13/14-02TS
FUEL (Gasoline and Diesel)

1. CONTRACT PERIOD

The term of the contract will be November 1, 2013 through October 31, 2016. The DISTRICT anticipates that their Governing Boards will approve the award of a contract for this bid at their respective meeting in November 2013.

2. AWARD/EVALUATION

The DISTRICT intend to award to the responsible bidder submitting the lowest responsive bid. The DISTRICT reserves the right to award one contract for both gasoline and diesel fuel; or two separate contracts, one for gasoline and one for diesel fuel. The DISTRICTS reserve the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

3. SUBCONTRACTORS

If a subcontractor is required, the SUPPLIER shall list the name, address, telephone, and fax number of each subcontractor who performs work or renders service.

4. PRICES

Fuel pricing shall be bid as cents above the Daily OPIS (Oil Price Information Service) Unbranded Average Rack/Terminal method, according to the 10:00 AM EDT/EST OPIS Publication. SUPPLIER will be required to provide with each invoice, a copy of the OPIS report showing the unbranded average for the delivery date for the DISTRICT.

No price changes are permitted during the first year of the contract, except the OPIS base price, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in the Consumers Price Index. The non-OPIS portion of the total price shall not be increased more than the Consumers Price Index for the greater Los Angeles/Riverside/Orange County metropolitan area or three percent (3%), whichever is less, as published by the U.S. Dept. of Labor, Bureau of Labor Statistics at: <http://www.bls.gov/cpi/>. The benchmark index is 239.995 in March 2013.

In the event of a price decline, or should SUPPLIER sell the same materials under similar quantity and delivery conditions to the State of California, or any other County, Municipality or School District of the State of California, at prices below those specified herein, such lower prices are to be immediately extended to the 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.

5. F.O.B. DESTINATION

All quoted prices listed on the Bid Form (included in the bid documents) shall be F.O.B. destination at Districts' location.

6. DELIVERY AND PERFORMANCE



Delivery and performance shall be made as authorized by purchase order and referencing this bid. The SUPPLIER shall furnish products specified in the bid during the period of the contract at the contract prices allowed and in effect at time of the order.

SUPPLIER will be required to make deliveries at the time specified in vehicles suitable for the purpose intended and said vehicles shall be equipped as required by applicable laws, rules, regulations, with all components such as connectors and hoses of the proper size, strength, length, etc., necessary to successfully complete delivery. All delivery vehicles and trailers must have accurate metering equipment to enable the DISTRICT'S personnel to verify quantities when delivering 5,000 gallons or more.

SUPPLIER awarded this contract, or any portion thereof, shall deliver fuel products within forty-eight (48) hours from the time the order is placed. The DISTRICT reserves the right to order from a SUPPLIER of choice for those items which cannot be delivered F.O.B. to the DISTRICT within forty-eight (48) hours by the SUPPLIER, and SUPPLIER shall be responsible for any additional costs that result due to its failure to deliver in a timely manner.

SUPPLIER shall be liable for any damage or citations that may be incurred as a result of any spills or accidents. In addition, the DISTRICT reserves the right to cancel the contract for delivery in a negligent manner or for spills while delivering.

The SUPPLIER shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the work under this contract and shall take all necessary measures and be responsible for the proper care and protection of materials delivered and work performed.

SUPPLIER shall have fuel storage, loading terminal, and metered pumps, all within Southern California and have access to a fleet of tanker trucks in sufficient quantities for successful and consistent 48 hour delivery service to the DISTRICT.

7. STANDING TIME

The DISTRICT shall be entitled to standing time for the purpose of dispensing fuel at no charge (i.e., the DISTRICT will not incur any additional charges for the truck or drivers time while gasoline or diesel are being delivered and pumped in at the DISTRICT'S site.)

8. ALLOCATIONS

In the event the SUPPLIER'S supply of fuel is reduced for reasons beyond its control to a level which prevents the supply of DISTRICT'S requirements in full, the SUPPLIER agrees to supply the DISTRICT no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the DISTRICT reserves the right to cancel all or part of the contract without prejudice to either party, by giving the SUPPLIER thirty (30) days written notification.

9. TEMPERATURE CORRECTION DISALLOWED

Temperature correction of delivered products WILL NOT be allowed. Invoices and payments shall be for net gallons delivered (metered).



10. NO GUARANTEE TO MINIMUM/MAXIMUM QUANTITY

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 SUPPLIER.

11. BILLINGS, DISCOUNTS AND PAYMENTS

SUPPLIER will bill in accordance with the instructions noted above under pricing. All delivery tickets for DISTRICT must be signed by a DISTRICT representative. Discounts for prompt payment are encouraged and may be offered to the DISTRICT. Prompt payment discounts will not, however, be considered in evaluating bids. Payments will be made within sixty (60) days after receipt of product in acceptable condition, or receipt of an acceptable, correct invoice, whichever is later. All payments are subject to routine processing times or those indicated on the purchase order of the ordering agencies. All invoices for fuel must be submitted with a copy of the OPIS report showing the Los Angeles area rack/terminal unbranded daily average rate for the day of delivery to the DISTRICT for reconciliation purposes.

12. LIQUIDATED DAMAGES

Time is of the essence and time limits set by the DISTRICT is critical for the efficient operation of the DISTRICT'S transportation services. It is agreed that damages for the failure to meet the time limits required are impossible to ascertain. The SUPPLIER shall be liable for liquidated damages, payable to the DISTRICT, calculated based upon the spot market difference determined by the affected DISTRICT for each consecutive calendar day of delay. Such damages shall be deducted from any payments due or to become due to the SUPPLIER. Government Code Section 53069.85, Civil Code Section 1671.

13. INDEMNITY

The SUPPLIER will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees 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) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the SUPPLIER or any person, firm or corporation employed by the SUPPLIER, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the SUPPLIER, or any person, firm, or corporation employed by the SUPPLIER, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICTS' property, if the liability arose due to the negligence or willful misconduct of anyone employed by the SUPPLIER, either directly or by independent contract,



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

14. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

SUPPLIER shall, at SUPPLIER's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering SUPPLIER's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder.

| | |
|--|------------------------|
| Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than | <u>\$ 1,000,000.00</u> |
|--|------------------------|

| | |
|---|------------------------|
| Subject to the same limit for each person on account of one accident, in an amount not less than | <u>\$ 1,000,000.00</u> |
|---|------------------------|

| | |
|---|------------------------|
| Broad Form Property Damage Insurance in an amount not less than | <u>\$ 1,000,000.00</u> |
|---|------------------------|

| | |
|---|------------------------|
| Contractual Liability Insurance in an amount not less than | <u>\$ 1,000,000.00</u> |
|---|------------------------|

| | |
|--|------------------------|
| Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than | <u>\$ 1,000,000.00</u> |
|--|------------------------|

| | |
|---|------------------------|
| Product & Completed Operations Liability | <u>\$ 1,000,000.00</u> |
|---|------------------------|

Statutory Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor
Code of the State of California

An endorsement to said policy(s)



naming each DISTRICT as an additional insured while rendering services under this Contract

Thirty (30) days written notice to the DISTRICT of cancellation or reduction in coverage.

15. WARRANTIES AND GUARANTEES

SUPPLIER expressly warrants 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.

16. HAZARDOUS CHEMICAL/MSDS SHEETS

The SUPPLIER shall have available, and shall furnish to the DISTRICT upon request, Material Safety Data Sheets (MSDS) for each hazardous substance and all chemical products provided in this bid and used in the performance of this contract. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to the DISTRICT.

17. CRIMINAL RECORDS CHECK

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 SUPPLIER shall not permit an employee to come in contact with the DISTRICT'S pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The SUPPLIER shall certify in writing to each Governing Board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by SUPPLIER is included in the bid documents.

18. TOBACCO FREE POLICY

SUPPLIER has been advised and is aware that DISTRICT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. SUPPLIER shall be responsible for the enforcement of DISTRICTS' tobacco-free policy among all SUPPLIER's employees and subcontractors while on DISTRICT property. SUPPLIER understands and agrees that should any employee or subcontractor of SUPPLIER violate the DISTRICTS' Board Policy after having already been warned once for violating DISTRICTS' tobacco-free policy, SUPPLIER shall remove the individual for the duration of the Agreement. SUPPLIER shall not be entitled to any additional compensation and/or time for such removal.

19. GOVERNING LAW

The laws of the State of California and the County of Orange shall govern all aspects of the bid.

20. FORCE MAJEURE CLAUSE:



The parties to the contract 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, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

21. NO ASSIGNMENT:

The successful vendor 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.

22. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:

The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

23. NO GUARANTEE:

The Districts provide no guarantees to the usage of this contract.

24. COMPLIANCE WITH OSHA:

Vendor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that vendor will indemnify and hold the Districts harmless for any failure to so conform.

25. SAFETY:

All products delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

26. ATTORNEY FEES:

In the event a suit or action is instituted in connection with any controversy arising out of this contract, each party shall bear its own costs and attorney fees.

27. CANCELLATION OF CONTRACT:

The District named in this contract may cancel the contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the vendor specifying the desired date of termination. The District may cancel this contract WITH CAUSE at any time giving ten (10) days written notice to the vendor. Cancellation for cause shall be at the discretion of the District and shall be, but not limited to, failure to supply the materials, equipment, or services specified within the time allowed or within the terms, conditions, or provisions of this contract. The vendor may not cancel this contract without prior written consent of the Superintendent or his/her designee.



WORKERS' 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 Supplier

By: _____
Signature

Print Name

Title

Date

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



AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2013, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "SUPPLIER").

The DISTRICT and the SUPPLIER, for the consideration stated herein, agree as follows:

1. SUPPLIER agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary.

2. SUPPLIER shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The SUPPLIER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the SUPPLIER, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the per gallon unit prices identified on the Bid Form.

4. The term of this Agreement shall be three (3) years commencing November 1, 2013 and ending October 31, 2016.

5. **Time is of the essence.**

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require SUPPLIER to cease all work under this Agreement by providing SUPPLIER thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, SUPPLIER shall:

- (i) Cease operations as it applies to the DISTRICT in the notice;
- (ii) Take any actions necessary, or the DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.



In case of such termination for the DISTRICT'S convenience, SUPPLIER shall be entitled to receive payment from the DISTRICT for fuel and services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The SUPPLIER agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Boards, officers, agents, and employees 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) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the SUPPLIER or any person, firm or corporation employed by the SUPPLIER, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the SUPPLIER, or any person, firm, or corporation employed by the SUPPLIER, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the SUPPLIER, either directly or by independent contract.

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

8. SUPPLIER shall, at SUPPLIER's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering SUPPLIER's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. SUPPLIER shall require all subcontractors, if any, to take out and maintain the same insurance coverages set forth below.

Comprehensive General Liability
Insurance for injuries including
accidental death, to any one
person in an amount not less than
and

\$ 1,000,000.00

Subject to the same limit for
each person on account of one
accident, in an amount not
less than

\$ 1,000,000.00



Broad Form Property Damage
Insurance in an amount not
less than \$ 1,000,000.00

Contractual Liability Insurance
in an amount not less than \$ 1,000,000.00

Comprehensive Automobile
Liability Insurance covering the
use of all owned, non-owned and
hired vehicles with combined
bodily injury and property damage
in an amount not less than \$ 1,000,000.00

Product & Completed Operations
Liability \$ 1,000,000.00

Statutory Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor
Code of the State of California

An endorsement to said policy(s)
naming DISTRICT as additional
insureds while rendering services
under this Agreement

Thirty (30) days written notice to DISTRICT of cancellation or reduction in coverage.

9. If SUPPLIER is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

10. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

11. The SUPPLIER shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the SUPPLIER shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the SUPPLIER, and to its purported assignee or transferee.



12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to SUPPLIER, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said SUPPLIER at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

13. 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, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. SUPPLIER warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The SUPPLIER shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT. This Agreement shall be governed by the laws of the State of California.

15. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Irvine Unified School District

By: _____

Signature

Print Name

Title

SUPPLIER

By: _____

Signature

Print Name

Title

SUPPLIER's License No.

Tax ID No.

(CORPORATE SEAL OF SUPPLIER,
if corporation)



DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further



understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

NAME OF SUPPLIER

Signature

Print Name

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 supplier 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 supplier 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 SUPPLIER
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Boards of Irvine Unified School District:

I, _____ certify that:
Name of Supplier

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 Districts, my employees may have contact with students of the Districts.
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