

SAUGUS UNION SCHOOL DISTRICT

HVAC Filter Replacement Service BID NO.: 81500-007

BID OPENING:

May 26, 2023, AT 2:00 P.M.

Contact: Peter Gaytan
Director of Maintenance
Operations, Transportation
and Facilities

Saugus Union School District
24930 Avenue Stanford
Santa Clarita, CA 91355

PROJECT INFORMATION

HVAC Filter Replacement Service

RFP Package No.: [81500-007](#)

CALENDAR OF EVENTS	
May 2, 2023 & May 9, 2023	RFP released
May 19, 2023	Last day for Proposer's questions
May 23, 2023	Last Addendum issued
May 26, 2023	Submittals due by 2 PM

The above Calendar of Events may be revised at Owner's sole discretion. Any changes to the Calendar of Events prior to the Submittals Due Date shall be issued by Addendum to this RFP.

OTHER DATES	
June 1, 2023	Notice of Intent to Award
June 6, 2023	Recommendation of Award to Governing Board
July 1, 2023	Contract Begins

The above dates happen after the submittals are due. These dates are tentative and may be revised at Owner's sole discretion, but changes to these dates will not be communicated in an Addendum to this RFP.

SUBMIT PROPOSALS IN A SEALED ENVELOPE TO:

SAUGUS UNION SCHOOL DISTRICT

Attn: Peter Gaytan, Director Maintenance Operations Transportation and Facilities
24930 Avenue Stanford
Santa Clarita, CA 91355

PROPOSALS MUST BE SUBMITTED NO LATER THAN: [FRIDAY, May 26, 2023, BY 2:00 P.M.](#)

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Saugus Union School District ("District") will receive sealed bids for the following contract Bid No. 81500-007, ("Contract"):

HVAC FILTER REPLACEMENT SERVICE

2. The Contract consists of providing labor, materials, tools, equipment, and incidentals to **replace HVAC Antimicrobial MERV 13 rated filters** at (18) District sites, four (4) times per year, and (1) Emergency change, only if needed, per the Bid documents.
3. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
4. Bid documents will be available on or after May 2, 2023, for download at the following link: <https://www.saugusUSD.org/Maintenance-and-Operations>
5. Sealed bids will be received until **2:00 p.m., May 26, 2023**, at the District's Business Services Department located at: 24930 Avenue Stanford, Santa Clarita, CA 91355. Sealed bids may be opened by the District at or after that time and will be publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
6. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
7. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Saugus Union School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
8. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
9. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

10. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
11. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
12. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only.
13. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Published: May 2, 2023 and May 9, 2023

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Saugus Union School District ("District") will evaluate information submitted by the apparent low bidder and, if incomplete or unsatisfactory to District, the apparent low bid may be rejected at the sole discretion of District.

1. Bids are requested for work described in general, for the following project ("Project" or "Contract"):

HVAC FILTER REPLACEMENT SERVICE

BID NO. 81500-007

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be hand delivered or mailed to the District's Maintenance Department on or before the date and time shown in the Notice to Bidders.
 - c. **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.
 - d. Bids must contain all documents as required herein.
4. Bidders are advised that on the date that bids are opened and will be posted outside of the District Office, and notified via email.
5. Bids will be opened at or after the time indicated for receipt of bids.
6. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.
8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Non-Collusion Declaration.
10. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If bidder chooses to provide a Bid Bond as security, bidder must use the required form of corporate surety provided by District. The surety on bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
11. If bidder to whom the contract is awarded fails or neglects to enter into the contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of bidder to enter into contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of bidder's failure to enter into the contract would be extremely difficult and impractical to determine and that the amount of the bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
12. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations,

are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

14. Samples of HVAC filters 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 that cannot be provided in that time may not be considered for award.

In addition to the Bid Form and Proposal, bidders must include the following product submittals:

- a. An 8" x 8" sample of the 3 ply wire ringed framed filter, fabricated per requested frame specifications with a name-tag permanently affixed to the filter (self-sticking stickers are not acceptable).
 - b. One sample of the pleated filters specified in by the District in the Bid Form and Proposal, or the catalog or brochure of the product with full specification of the product.
 - c. The name-tag must contain the name of participating contractor, the name of manufacturer, and model number.
 - d. An independent laboratory test report conforming of the above sample meeting ASHRAE test standard 52.2-2017.
 - e. A copy of the Safety Data Sheet (SDS) from the manufacturer of the filter media.
15. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District's Facilities Manager, Peter Gaytan, at pgaytan@saugusd.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda and emailed, faxed, mailed, or delivered to all bidders recorded by the District as having received the Contract Documents or posted on the District's website at <https://www.saugusd.org/Maintenance-and-Operations>. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
16. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
17. Each bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its bid shall be considered non-responsive. Each addendum shall be part of the Contract Documents. A complete listing of addenda may be secured from the District.
18. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
19. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

20. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
21. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible 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.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - i. Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - ii. Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - 1. The subcontractor is registered prior to the bid opening.
 - 2. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - 3. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such

parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
22. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Insurance Certificates and Endorsements as required.
 - d. Workers' Compensation Certification.
 - e. Prevailing Wage and Related Labor Requirements Certification.
 - f. Criminal Background Investigation/Fingerprinting Certification.
23. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
24. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall 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.
25. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed

subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

26. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol, and such costs shall be included in the bid as an allowance. Any unused portion of the allowance designated for COVID-19 or other public health emergency/epidemic/pandemic compliance will revert back to the District documented by a deductive change order.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of the Saugus Union School District ("District")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to supply all necessary materials, and equipment and furnish all products in accordance with the terms and conditions of the Contract Documents.

PROJECT: HVAC FILTER REPLACEMENT SERVICE

("Products") and will accept in full payment for the Products the following total lump sum amount, all taxes included:

_____ dollars	\$ _____
BASE BID	
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), and Total Cost for Unit Prices.</i>	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1. **Unit Prices.** The Bidders Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (unit prices shall include all labor, materials, service, profit, overhead insurance, bonds, taxes, and other incidental costs of bidder, subcontractor, and suppliers:

FILTER CHANGE SCHEDULE: *SUMMER BREAK: July - August, *FALL BREAK : Week of 10/2/23
***WINTER BREAK: Week of 12/18/23, *SPRING BREAK: Week of 4/1/24**

<u>SITE NAME & ADDRESS</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>FILTER SIZE</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>AMOUNT</u>
Rosedell-North (Bouquet) 28110 Wellston Drive Saugus, CA 91350	Office, MPR, Kitchen	Merv 13 Pleated Filter	16 x 20 x 2	10		
	Portables	Merv 13 Pleated Filter	16 x 30 x 2	4		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	19		
Bridgeport Elem. 23670 Newhall Ranch Rd Valencia, CA 91355	Main Building	Merv 13 Pleated Filter	10 x 20 x 2	4		
	Main Building	Merv 13 Pleated Filter	16 x 16 x 2	116		
	Portables	Merv 13 Pleated Filter	16 x 20 x 2	2		
	Bldgs A,B,C,D,E,F	Merv 13 Pleated Filter	16 x 25 x 2	54		
	CDP Portables	Merv 13 Pleated Filter	16 x 30 x 2	2		
	Main Building	Merv 13 Pleated Filter	20 x 20 x 2	28		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	3		
Cedarcreek Elem. 27792 Camp Plenty Rd Canyon County, CA 91351	Bldg A - classrooms	Merv 13 Pleated Filter	16 x 16 x 2	76		
	Bldg F - middle POD	Merv 13 Pleated Filter	16 x 25 x 2	26		
	Bldg C	Merv 13 Pleated Filter	20 x 20 x 2	8		
	Bldg C	Merv 13 Pleated Filter	20 x 25 x 2	6		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	8		
District Office 24930 Avenue Stanford Santa Clarita, CA 91354	Main Building	Merv 13 Pleated Filter	10 x 20 x 2	2		
	Main Building	Merv 13 Pleated Filter	16 X 16 X 2	12		
	Main Building	Merv 13 Pleated Filter	16 X 25 X 2	6		
	Main Building	Merv 13 Pleated Filter	20 X 20 X 2	32		
Emblem Academy 22635 Espuella Drive Saugus, CA 91350	Portables	Merv 13 Pleated Filter	10 x 20 x 2	4		
	Bldg C	Merv 13 Pleated Filter	16 x 16 x 2	8		
	Bldg A,C, Kitchen, 2-Story	Merv 13 Pleated Filter	16 x 25 x 2	93		
	Portables	Merv 13 Pleated Filter	16 x 30 x 2	4		
	Bldg B	Merv 13 Pleated Filter	20 x 20 x 2	4		
	2-Story	Merv 13 Pleated Filter	20 x 25 x 2	35		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	9		
James Foster Elem. 22500 Pamplico Drive Saugus, CA 91350	Portables	Merv 13 Pleated Filter	16 x 30 x 2	7		
	Bldg A,B,C,D	Merv 13 Pleated Filter	16 x 20 x 2	46		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	5		
	Portables	Merv 13 Pleated Filter	10 x 20 x 2	4		
Charles Helmers Elem. 27300 Grandview Ave. Valencia, CA 91354	Main Building	Merv 13 Pleated Filter	10 x 20 x 2	4		
	Main Building - MPR	Merv 13 Pleated Filter	16 x 16 x 2	80		
	Main Building	Merv 13 Pleated Filter	16 x 22 x 1	2		
	Portables	Merv 13 Pleated Filter	16 x 30 x 2	4		
	Main Building	Merv 13 Pleated Filter	17 x 23 3/8 x 2	48		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	2		

<u>SITE NAME & ADDRESS</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>FILTER SIZE</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>AMOUNT</u>
Highlands Elem. 27332 Catala Ave. Saugus, CA 91350	Main Building - MPR	Merv 13 Pleated Filter	16 x 16 x 2	8		
	Kitchen	Merv 13 Pleated Filter	16 x 25 x 2	52		
	Portables	Merv 13 Pleated Filter	16 x 30 x 2	9		
	Maint Building	Merv 13 Pleated Filter	18 X 24 X 2	6		
	Main Building - MPR	Merv 13 Pleated Filter	20 X 20 X 2	4		
	Main Building	Merv 13 Pleated Filter	20 x 25 x 2	12		
	Main Building	Merv 13 Pleated Filter	20 x 30 x 2	6		
Mountainview Elem. 22201 W. Cypress Place Saugus, CA 91350	2-Story, side	Merv 13 Pleated Filter	14 x 14 x 1	8		
	Bldgs B,C,D,E,F	Merv 13 Pleated Filter	16 x 16 x 2	32		
	2-Story, back	Merv 13 Pleated Filter	16 x 20 x 2	20		
	Bldgs A,B,C,D,E,F	Merv 13 Pleated Filter	16 x 25 x 2	74		
	Bldg E	Merv 13 Pleated Filter	20 x 20 x 2	4		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	4		
	2-Story, side	Merv 8 Pleated Filter	20.25 x 21.5 x 1	16		
North Park Elem. 23335 W. Sunset Hills Drive Saugus, CA 91350	Main Building	Merv 13 Pleated Filter	10 x 20 x 2	2		
	Main Building	Merv 13 Pleated Filter	16 x 16 x 2	132		
	Main Building	Merv 13 Pleated Filter	16 x 20 x 2	4		
	Main Building	Merv 13 Pleated Filter	16 x 25 x 2	24		
	Portables	Merv 13 Pleated Filter	16 x 30 x 2	14		
	Main Building	Merv 13 Pleated Filter	20 x 20 x 2	4		
	Childcare Bldg	Merv 13 Pleated Filter	20 x 30 x 2	3		
Plum Canyon Elem. 28360 N. Alfred Way Saugus, CA 91350	Main Building	Merv 13 Pleated Filter	16 x 16 x 2	92		
	Portables	Merv 13 Pleated Filter	16 x 20 x 2	56		
	Main Building	Merv 13 Pleated Filter	16 x 25 x 2	12		
	Main Building	Merv 13 Pleated Filter	18 x 24 x 2	6		
	Main Building	Merv 13 Pleated Filter	20 x 20 x 2	12		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	8		
Rosedell Elem. 27853 Urbandale Ave. Saugus, CA 91350	Main Bldg - B	Merv 13 Pleated Filter	16 X 16 X 2	12		
	Main Bldg - A	Merv 13 Pleated Filter	16 X 20 X 2	4		
	Main Bldg - C	Merv 13 Pleated Filter	16 x 25 x 2	36		
	Childcare Bldg	Merv 13 Pleated Filter	16 x 30 x 2	4		
	Main Bldg - A	Merv 13 Pleated Filter	20 X 20 X 2	12		
	Main Bldg - F	Merv 13 Pleated Filter	20 X 25 X 2	12		
	MPR - K Bldg	Merv 13 Pleated Filter	20 x 30 x 2	5		
Rio Vista Elem. 20417 Cedarcreek St. Canyon Country, CA 91351	2-Story Bldg	Merv 13 Pleated Filter	14 x 14 x 1	10		
	MPR	Merv 13 Pleated Filter	16 x 16 x2	12		
	Main Building	Merv 13 Pleated Filter	16 x 20 x 2	4		
	Main Building	Merv 13 Pleated Filter	16 x 25 x 2	36		
	Portables	Merv 13 Pleated Filter	16 x 30 x 2	2		
	MPR, 2-Story	Merv 13 Pleated Filter	20 x 20 x 2	8		
	MPR	Merv 13 Pleated Filter	20 x 25 x 2	12		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	3		
	2-Story Bldg	Merv 8 Pleated Filter	20.25 x 22.5 x 1	20		

<u>SITE NAME & ADDRESS</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>FILTER SIZE</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>AMOUNT</u>
Santa Clarita Elem. 27177 Seco Canyon Rd Saugus, CA 91350	Main Building	Merv 13 Pleated Filter	16 X 16 X 2	8		
	Childcare Building	Merv 13 Pleated Filter	16 X 30 X 2	4		
	Portables	Merv 13 Pleated Filter	20 X 25 X 1	15		
	Portables	Merv 13 Pleated Filter	20 X 25 X 2	6		
	Portables	Merv 13 Pleated Filter	20 X 30 X 2	18		

Skyblue Mesa Elem. 28040 Hardesty Ave. Canyon Country, CA 91351	2-Story Bldg	Merv 13 Pleated Filter	14 x 14 x 1	10		
	Bldgs A,D,F	Merv 13 Pleated Filter	16 x 16 x 2	68		
	Bldgs A,C,D,F, Kitchen	Merv 13 Pleated Filter	16 x 25 x 2	10		
	Bldg C	Merv 13 Pleated Filter	18 x 24 x 2	6		
	Bldgs C, MPR	Merv 13 Pleated Filter	20 x 20 x 2	16		
	2-Story Bldg	Merv 8 Pleated Filter	20.25 x 21.5 x 1	20		
	Maint Bldg	Merv 13 Pleated Filter	20 x 25 x 2	6		
	Bldgs C, MPR	Merv 13 Pleated Filter	20 x 30 x 2	2		

Tesoro Del Valle Elem. 29171 N. Bernardo Way Valencia, CA 91354	Portables	Merv 13 Pleated Filter	16 x 16 x 2	132		
	Portables	Merv 13 Pleated Filter	16 x 25 x 2	10		
	MPR	Merv 13 Pleated Filter	20 x 20 x 2	8		
	MPR	Merv 13 Pleated Filter	20 x 25 x 2	12		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	3		

Transporation (Maint.) 26501 Ruether Saugus, CA 91350	Main Bldg	Merv 13 Pleated Filter	10 x 20 x 1	2		
	Main Bldg	Merv 13 Pleated Filter	16 x 20 x 2	2		
	Main Bldg	Merv 13 Pleated Filter	16 x 25 x 2	2		

West Creek Academy 28767 West Hills Drive Valencia, CA 91354	Back Roof	Merv 13 Pleated Filter	14 x 30 x 1	1		
	Classrooms	Merv 13 Pleated Filter	16 x 20 x 2	3		
	Office	Merv 13 Pleated Filter	16 x 25 x 2	1		
	Classrooms	Merv 13 Pleated Filter	20 x 20 x 2	22		
	Back Roof	Merv 13 Pleated Filter	20 x 24 x 2	4		
	Office	Merv 13 Pleated Filter	20 x 25 x 2	7		
	Back Roof	Merv 13 Pleated Filter	20 x 30 x 1	1		
	Portables	Merv 13 Pleated Filter	20 x 30 x 2	4		
	2-Story	Merv 13 Pleated Filter	24 x 24 x 2	49		
	Classrooms	Merv 13 Pleated Filter	24 x 24 x 4	8		

TOTAL # OF FILTERS & COST

2053

SALES TAX

\$ _____

LABOR

\$ _____

TOTAL COST PER CHANGE

\$ _____

(4) CHANGES

\$ _____

EMERGENCY CHANGE

\$ _____

GRAND TOTAL

\$ _____

**** ALL CHANGES MUST BE SCHEDULED**

**** ANY ADDITIONAL CHANGES, FILTERS OR MODIFICATIONS MUST BE PREAPPROVED**

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying addenda.
3. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
4. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Non-Collusion Declaration
5. Receipt and acceptance of the following addenda is hereby acknowledged:

No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____

6. Bidder specifically acknowledges and understands that if it is awarded the contract, that it shall perform the Project while complying with all requirements of the Department of Industrial Relations, if required.
7. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
8. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claims Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.

Furthermore, bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail _____ Web Page: _____

Contractor's License No(s) (if applicable):

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No. (if applicable): _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),
and _____, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of _____ and authorized to do business as a surety in the State of California,
are held and firmly bound unto the _____ School District ("District") of
_____ County, State of California, as Obligee, in an amount equal to ten
percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: _____ ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Obligee becoming effective, or if
the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within seven (7) days of the date of the District's Notice of Award
to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HVAC FILTER REPLACEMENT SERVICE AGREEMENT
SAUGUS UNION SCHOOL DISTRICT

This Purchase Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2023 by and between the Saugus Union School District, ("District") and _____ ("Vendor"), (individually each a "Party" and together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Products. Vendor shall furnish, deliver, and install equipment, materials, or supplies ("Products") to the site(s) (each a "Site"), as further identified in **Exhibit "A"** attached hereto and incorporated herein by this reference in the quantities designated in the bid or purchase order in accordance with the Bid Form and Proposal, specifications, and any samples furnished by the Vendor and accepted by the District.

2. Term. Vendor shall commence providing Products under this Agreement on _____, 202_ through _____, 202_ ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. Vendor shall not commence providing the Products under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> </u>	W-9 Form
<u> </u>	Other: _____

4. Compensation. District agrees to pay Vendor according to the prices in Vendor's Bid Form and Proposal for the Products satisfactorily furnished and delivered pursuant to this Agreement, as such prices are shown on **Exhibit "A"**. Vendor agrees that all costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor.

5. Vendor. The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

5.1. Accounting. Invoices shall be furnished with each delivery and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the Vendor.

- The original invoice must be signed by the individual checking the dropped merchandise the following morning. An invoice signed by the District's representative or designee is required in order for the invoice to be processed for payment.
- Statements for all goods purchased within a calendar month shall be on an individual Site basis.
- Statements shall be submitted no later than the fifth day following the close of each calendar month.

- 5.2. Payment.** Invoices for purchases at the delivered price are not due and payable until delivery of Product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the Product is received and accepted by the District, or thirty (30) days from the date a correct invoice is received by the District office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.
- 5.3.** Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the Products purchased. Ongoing, improper billing may result in termination of the Agreement. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the Agreement.
- 5.4.** Price adjustments may be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer, processor or grower. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than one hundred eighty (180) calendar days from the date of the Agreement, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both Parties.
- 6. Additional Items.** During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost-plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity, which shall not exceed the actual cost-plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.
- 7. Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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 Worker's Compensation. Vendor 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 Vendor's employees. In the performance of this Agreement as herein contemplated, Vendor is an independent contractor or business entity that is:
- (i) free from the control and direction of the District in connection with the performance of the service, (ii) performing service that is outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the service performed, District being interested only in the results obtained.

8. Performance of Agreement.

- 8.1. Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24) hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from unsatisfactory Products or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.
- 8.2. Sanitation.** All Products shall be produced and handled in accordance with the best sanitary practices. Vendor's employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary Products.
- 8.3. Delivery Time.** Vendor shall make deliveries, as requested by the District.
- 8.4. Inspection of Products Furnished.** All Products furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the Product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Products failing to meet specifications may result in termination of the Agreement.
- 8.5. Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
- 8.6. Force Majeure.** The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impracticable to perform under the terms of this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, for any one or more of the above reasons, by written notice to the other Party.

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

- 9. Ordering.** Orders will be placed only via channels approved by the District's Assistant Superintendent of Business. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Business Services Department personnel whether payment will be made to the Vendor for such items.
- 10.Returns.** Vendor shall issue credit to the District for all Products returned, including damaged or decaying Products.
- 11.Non-Conformance to Specifications.** If any Product fails to meet specifications, the District may require, within a reasonable time as determined by the District, cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.
- 12.Warranty/Quality.** Unless a longer warranty is called for or provided elsewhere, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, Product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion of all obligations described in **Exhibit "A."** All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 13.Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Products covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a two day period, for audit purposes only. Invoices are checked regularly.

14.Termination.

14.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Products satisfactorily provided to the date of termination. Written notice by District shall be sufficient to stop further performance of this Agreement by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

14.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

14.2.1. unsatisfactory product or service; or

14.2.2. any reason determined to be detrimental to the health and welfare of students and school personnel; or

14.2.3. material violation of this Agreement by the Vendor; or

14.2.4. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

14.2.5. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Products from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Products pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15.Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused

by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

16. Insurance.

- 16.1.** The Vendor shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits

16.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 16.1.2. Workers' Compensation.** In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Agreement.

- 16.2. Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 16.2.1.** A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the

District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

16.2.4. All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

16.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17.Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

18.Compliance with Laws. Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. All Products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Products as indicated or specified. If Vendor provides any Products that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

19.Fingerprinting of Employees. Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification," a form of which is attached to this Agreement. Although Education Code 45125.2(a)(3) provides an option regarding District surveillance, the District does not provide this as an option to the Vendor. Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.

20.Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

21. Tobacco-Free Environment. All District sites have been designated as a tobacco-free environment. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Products provided or services performed in connection with this Agreement.

24. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Saugus Union School District

ATTN: Assistant Superintendent of Business

24930 Avenue Stanford

Santa Clarita, CA 91355

FAX: _____

Vendor:

[NAME]

ATTN: _____

_____, California 9_____

FAX: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

27. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

28. 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.

29. 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 this Agreement shall be read and enforced as though it were included therein.

30. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

31. 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 attorney's fees.

32. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

33. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

34. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

36. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Saugus Union School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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 by 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, 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 employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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 this Contract.)

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this Certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Project that is the subject of the Agreement (check all that apply):

- ☐ The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Vendor's employees who may have contact with District pupils in the course of performing under the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of performing under the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of performing under the Agreement, a physical barrier at the Site, that will limit contact between Vendor's employees and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The performance of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier shall come in contact with the District pupils, or (ii) Vendor's employees or any subcontractor or supplier will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors, or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Vendor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

Date: _____
Proper Name of Vendor: _____
Signature: _____
Print Name: _____
Title: _____

PERFORMANCE OF AGREEMENT CANNOT BEGIN UNTIL ALL DOCUMENTATION IS SUBMITTED AND FINAL APPROVAL IS RECEIVED.

EXHIBIT "A"

HVAC Filter Replacement Estimate