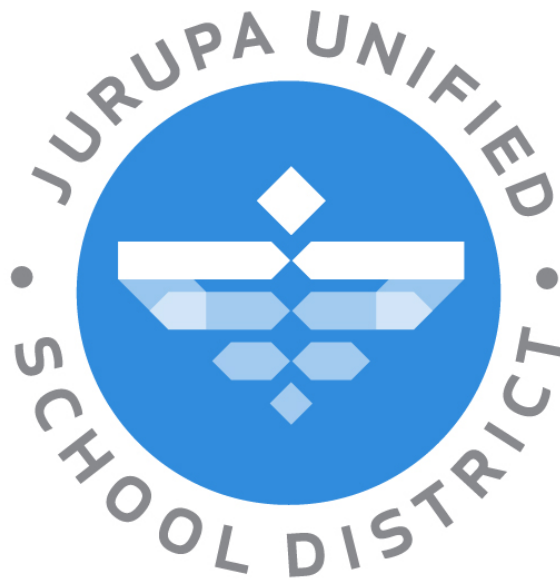


JURUPA UNIFIED SCHOOL DISTRICT

Bid No. 23-24-02PUR

Classroom Cubbies



OWNER
JURUPA UNIFIED SCHOOL DISTRICT
4850 PEDLEY ROAD
JURUPA VALLEY, CA 92509

Lindsey Hopson, Senior Buyer, Purchasing Department - 951-360-4102

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Notice Inviting Bids

The Jurupa Unified School District is requesting bids for 23-24-02PUR – Classroom Cubbies. Bids will be received at the District office Purchasing Department, 4850 Pedley Road, Jurupa Valley, CA 92509. Bids are due by 2:00 PM on July 26, 2023, per the Purchasing Bid Clock.

Scope of Work: The project will include but is not limited to: Provide and deliver classroom cubbies to various District elementary schools starting in November 2023, per the bid documents & shop drawing.

Bid Documents: Bidding documents specifications, and drawings for this project can be downloaded from the District website: <https://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx>. All notices, clarifications, and addenda to this bid will be distributed via the aforementioned website. The District shall not be responsible for sending individual notifications of changes or updates to any respondent.

Requests for Information: May be submitted to Lindsey Hopson, Senior Buyer, via e-mail (Lindsey_hopson@jUSD.k12.ca.us), no later than July 18, 2023, at 12:00 PM.

Required Bid Forms: All bids shall be made on form(s) furnished by the District. If any other forms are submitted by the contractor such as but not limited to, additional or modified terms and conditions, the District may deem the contractor non-responsive.

Bid Irregularities:

The Jurupa Unified School District and its Board of Trustees reserve the right to accept or reject any or all bids in whole or in part, to be the sole judges of the merits and qualifications of items offered, to waive any informality in the bid and to not necessarily accept the lowest bid offered.

Date: June 29, 2023

By: Jeffrey Lewis, Director
Purchasing Department
Jurupa Unified School District
4850 Pedley Road, Jurupa Valley, CA 92509
July 4 and July 11, 2023 - Press-Enterprise

Advertised:

GENERAL INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Department, Jurupa Unified School District, Purchasing Department, 4850 Pedley Road, Jurupa Valley, CA 92509 on or before 2:00 p.m. on July 26, 2023. Each bid shall be in a sealed envelope, bearing the name of the bidder, and list the bid name (e.g. 23-24-02PUR – Classroom Cubbies on the outside).
2. **RESPONSIBILITY:** All bids shall be signed with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations shall be typewritten or in ink. **No erasures will be permitted. Mistakes must be identified and corrected prior to the final date and time. Mistakes may be crossed out and corrections made adjacent and shall be initialed, in ink, by person signing bid.** Verify your bid before submission.
4. **ACCEPTANCE:** The District will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid; and to accept or reject any items in the bid. No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for opening thereof.
5. **ERRORS AND OMISSIONS**
It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a bid, and the bidder shall assume full liability for any errors or omissions in their bid.
6. **PROTEST AFTER AWARD:** Any protest against the award of contract pursuant to this RFP must be received within five (5) calendar days of the bid opening. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Centralized Support Services.
7. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words “or equal” unless the Request for the Bid specifically requires no substitutions. When submitting bids on brands other than those specified, the submitter must state on the bid the brand, quality, code number, or other trade designation on each item other than “as specified.” At the District’s request, the bidder shall furnish samples and/or full descriptive information covering the product proposed on, property marked and showing item number and page number on each sample or description within five (5) business days of the request.
8. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by these specifications shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
9. **AUDITS AND INSPECTIONS:** The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
10. **PATENT INFRINGEMENTS:** The successful bidder(s) shall hold the Jurupa Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of copyright or uncopyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
11. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the proposal conditions and/or specifications shall be made only by written amendment. The District shall not be responsible for any other explanation or interpretation of the bid document.
12. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.

- 13. METHOD OF PRICING AND COMPLETING BID:** Bidder shall offer **one firm, fixed price**. Alternate bids will be rejected. Bids stating, “will negotiate,” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of his/her bid. Errors in price computation on the bid form do not relieve bidder from holding price. Veracity of prices submitted in this bid is the sole responsibility of the bidder. The bidder shall not restrict bid for any item to minimum order value or minimum order quantity.
- 14. METHOD OF AWARD:** The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.
- 15. COMMUNICATION OF AWARD:** The contract awards made by the District shall not become binding upon the District until communication in writing to the successful vendor and fully executed agreement.
- 16. SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Divisions of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).
- 17. NON-COLLUSION DECLARATION:** A signed Non-Collusion declaration must be returned with the Bid Form. Bids received without a signed Non-Collusion declaration cannot be accepted.
- 18. ASSIGNMENT**
The successful bidder shall not assign any part or whole of this Bid to another party, Vendor or company, nor shall they assign any money due, without the previous written consent of the District. Notice is hereby given that the District will not honor any assignment made by the Vendor unless the consent in writing, as indicated above, has been given.

SPECIAL TERMS AND CONDITIONS

TIME AND PLACE OF BID SUBMISSION

Bids must be received at Jurupa Unified School District, Purchasing Department, 4850 Pedley Road, no later than 2:00 p.m. on Wednesday, July 26, 2023. Bids received after that time will not be considered and will be returned to Vendor unopened.

SCOPE

Provide and deliver 2,139 cubby units to various District elementary schools, per the specifications and shop drawings. Deliveries will be scheduled in multiple phases starting in November 2023 through January 2024. Off-loading and inside delivery will be required. Quantities for each site indicated on the attached "Delivery Schedule" document.

SAMPLE

The District reserves the right to request a sample cubby unit to approve design and structural integrity prior to placing the order with the awarded vendor.

FUTURE ORDERS

The District may purchase (at its discretion) additional units throughout the life of the contract at the proposed price. **There shall be no order minimums.**

CONTRACT DOCUMENTS

The complete contract will include the General Instructions and Conditions, Special Terms and Conditions, the bid of the Vendor and its acceptance by the District, JUSD Vendor Agreement, and the Purchase Order/Contract issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

AWARD OF CONTRACT

The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.

PERIOD OF ORDERING

The ordering period will be from July 2023 – June 2024.

DELIVERIES

Deliveries shall be made between 7:00 a.m. and 5:00p.m. The District reserves the right to refuse delivery of product at no additional charge if delivered late or if the product arrives in such a condition not meeting the District's minimum quality standards. Actual delivery of the product or services shall be coordinated with District.

It is understood that the bidder agrees to deliver all items on which bids are accepted to the addresses indicated on the attached "Delivery Schedule" document. **All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the Vendor.** Additionally, all prices offered **must include on-site off loading and inside delivery to specified classroom.** Absolutely **no fuel surcharges** may be levied during the term of the contract.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations is enclosed.

DELIVERY SLIPS

Delivery slips will be furnished with each delivery.

LIQUIDATED DAMAGES

In the event the awarded vendor cannot deliver cubbies by the on or before dates indicated on the attached “Delivery Schedule” document, the district will charge \$10 per cubby per day in liquidated damages until the order is received.

PAYMENT

Payment will be made within 30 working days after actual delivery of goods to the required destination as outlined in the DELIVERIES conditions and receipt of invoices acceptable to the District.

COMPLIANCE WITH LAWS:

Vendor shall, in the performance of work under District’s order, fully comply with all applicable Federal, State and local laws and regulations and shall indemnify and hold District harmless from any liability, cost of expense (including, without limitation, District’s court costs and reasonable attorney’s fees) resulting from Vendor’s failure of compliance. Vendor agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should Vendor fail to comply with any law(s) the District may terminate the contract without notice

ORDER CONDITIONS

The District reserves the right to adjust each order in accordance with program needs. Any estimates are a guideline only and are not to be construed as a commitment by the District as the exact amount to be purchased. There will be no minimum order requirements for any items listed on this bid or deliveries to the site.

The District shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

WARRANTY

Cubby units must have a minimum of a 5 year warranty on manufacturer defects.

SAFETY AND SECURITY

The Vendor shall comply with all District security regulations. Vendor’s representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District.

INSURANCE

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all articles of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
 - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”

- b. The Commercial General Liability Coverage shall not include the following endorsements:
Amendment of Contractual Liability, Total Pollution Exclusion, Cross Suits Liability Exclusion
- 2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:
 - a. Broadened Pollution Coverage Endorsement;
 - b. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - c. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
 - d. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”
- 3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - a. The Workers’ Compensation coverage shall include a Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
- 4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Article 14, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
- 5. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
- 6. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
- 7. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
- 8. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this article at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Vendor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

PRICE ADJUSTMENTS

Should the Vendor sell these products under the same quantity, terms and conditions, at a lower price during the period of the contract, the price shall be applicable to this District. Failure to advise the District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

This purchase will be used funded with state and/or federal money, so the applicable provisions of 2 CFR 200 are specifically deemed and to be inserted herein.

Specifications

Classroom Cubbies

Measurements

- Each unit's overall dimensions should be 37 ¾" X 12 ¼" X 14" (See Shop Drawing)
- Each Unit should consist of four cubbies. Each cubby's interior dimensions should be 8 ½" X 11 ½" X 12 ½" (See Shop Drawings)
- Each Unit should have four ¼" pre-drilled holes on the top and bottom of the unit to accept fastening hardware supplied by the District. See Shop Drawing for location of the holes. The four pre-drilled holes must be identical in location for each cubby, as they will be used to attach two (or more) cubbies to each other.

Materials

- HPL Laminate – Wilsonart D92-60 Dove Grey
- ¾-inch Particle Board
- PVC edge is acceptable.

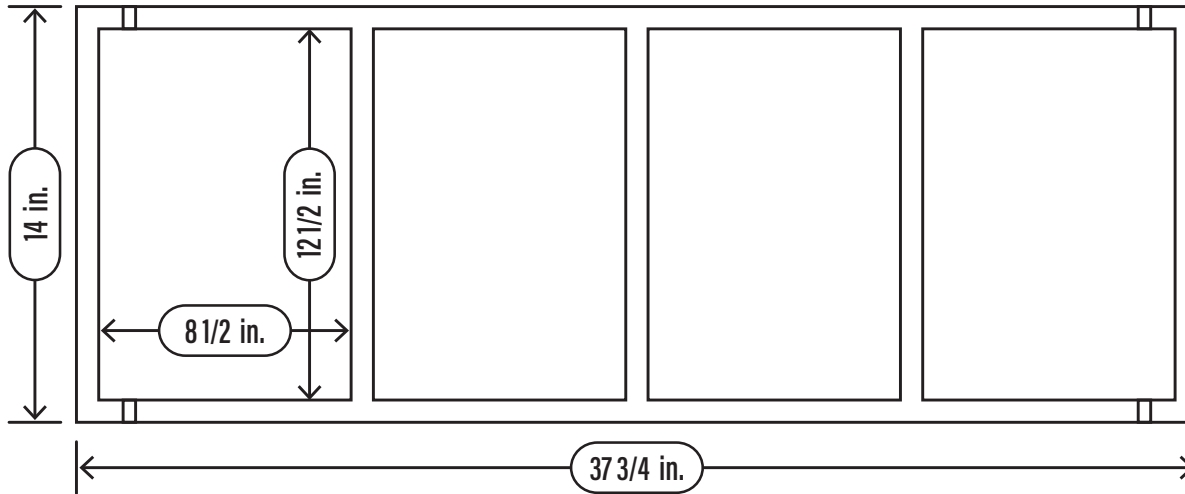
Construction

- Butt joint construction with dowels is required

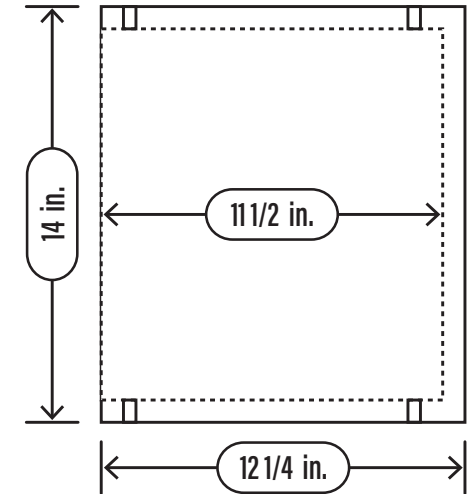
JURUPA UNIFIED SCHOOL DISTRICT

WILSONART D92-60 DOVE GREY CUBBIES

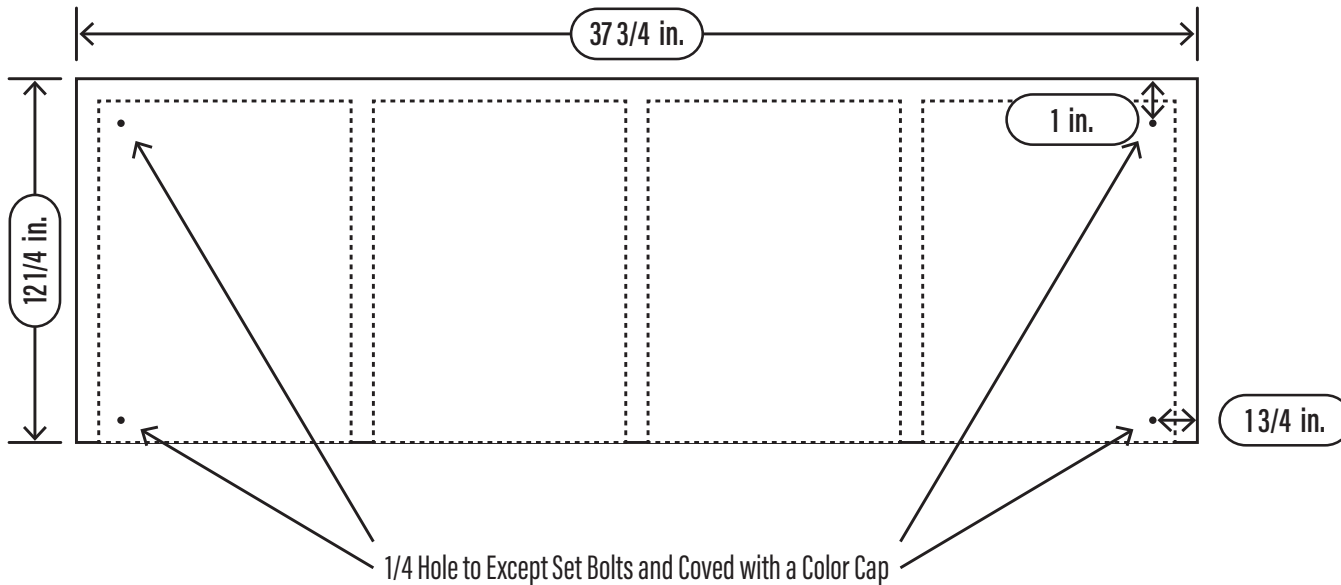
FRONT VIEW



SIDE VIEW



TOP AND BOTTOM VIEW



DELIVERY SCHEDULE

Elementary Sites	Address	Quantities	Delivery Date
Camino Real Elementary	4655 Camino Real Jurupa Valley, CA 92509	184	On or before December 18, 2023
Glen Avon Elementary	4352 Pyrite Ave Jurupa Valley, CA 92509	128	On or before December 23, 2023
Granite Hill Elementary	9371 Granite Hill Dr Jurupa Valley, CA 92509	81	On or before November 26, 2023
Ina Arbuckle Elementary	3600 Packard ST Jurupa Valley, CA 92509	96	On or before November 22, 2023
Indian Hills Elementary	7750 Linares Ave Jurupa Valley, CA 92509	104	On or before January 4, 2023
Mission Bell Elementary	4020 Conning St Jurupa Valley, CA 92509	93	On or before November 12, 2023
Pacific Academy of Music	6110 45 th St Jurupa Valley, CA 92509	76	On or before December 23, 2023
Pedley Elementary	5871 Hudson St Jurupa Valley, CA 92509	197	On or before November 20, 2023
Peralta Elementary	6450 Peralta Place Jurupa Valley, CA 92509	129	On or before December 30, 2023
Rustic Lane Elementary	6420 Rustic Lane Jurupa Valley, CA 92509	127	On or before December 20, 2023
Sky Country Elementary	5520 Lucretia Ave Jurupa Valley, CA 92509	97	On or before November 26, 2023
Stone Avenue Elementary	5111 Stone Ave Jurupa Valley, CA 92509	162	On or before January 4, 2023
Sunnyslope Elementary	7050 38 th Street Jurupa Valley, CA 92509	214	On or before November 20, 2023
Troth Street Elementary	5565 Troth St Jurupa Valley, CA 92509	143	On or before January 4, 2023
Van Buren Elementary	9501 Jurupa Rd Jurupa Valley, CA 92509	123	On or before November 12, 2023
West Riverside Elementary	3972 Riverview Dr Jurupa Valley, CA 92509	153	On or before December 4, 2023
Storage	10551 Bellegrave Ave. Jurupa Valley, CA 92509	32	On or before January 4, 2023

CHECKLIST OF MANDATORY BID FORMS

(For Bidder's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Piggyback Option
- Request for Substitution at Time of Bid
- Clear Air and Water Certification
- Iran Contracting Act
- Non-Collusion Declaration
- Equal Opportunity Employment
- References
- Vendor's Certificate Regarding Drug-Free Workplace
- Vendor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Contractor's Certificate Regarding Workers' Compensation

BID FORM

Bid must be received by the Purchasing Department, whether mailed or hand-carried to the Jurupa Unified School District/Purchasing Department on or before the deadline as specified. All Bids are subject to the requirements set forth in this Bid and must include all forms provided herein which are attached hereto or incorporated by references.

TO: Jurupa Unified School District, acting by and through its Governing Board, herein called "District".

FROM: _____

Pursuant to and in compliance with the Notice Inviting Bids and other documents related thereto, the undersigned bidder, having familiarized him/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work and supplies necessary to complete the work, amendments, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and provide all materials and transportation services necessary to perform the contract.

ACKNOWLEDGMENT OF AMENDMENTS

The Bidder acknowledges receipt of amendments to the Bid numbered and dated as follows:

Amend No.	Date	Amend No.	Date	Amend No.	Date

BID FORM PRICING SHEET

Item	Unit	Unit Price
Classroom Cubby	Each	\$ _____

**Unit price must include delivery fees. Taxes shall not be included, and upon issuance of the PO, will be added at the current local sales tax rate (currently 7.75%).

Address _____

Telephone _____ FAX _____ E-Mail _____

Authorized Signature

Title

Name (Typed or Printed)

Date

PIGGYBACK PROVISION

23-24-02PUR – Classroom Cubbies

Piggyback Clause: For the term of the contract and any mutually agreed extensions pursuant to this request for bids, at the option of the Vendor, other school district and community college districts, any public corporation or agency, including any county, city or town in the State of California, may purchase, lease-purchase, the identical item(s) at the same price and upon the same terms and conditions pursuant to Public Contract Code 20118 (K-12) and 20652 (Community Colleges). Unless incidental to the lease or purchase, labor for installation is specifically excluded from the Piggyback bid.

The Jurupa Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code Sections.

Acceptance or rejection of this clause WILL NOT affect the outcome of this bid.

Piggyback option granted

(please initial)

OR

Piggyback option not granted

(please initial)

The undersigned has read all of the conditions, instructions and specifications, is familiar with, understands, and will conform by furnishing the goods and/or services at the prices quotes above.

Name of Company

Address

City, State, Zip Code

Telephone

Fax

Signature

Name (printed)

Title

REQUEST FOR SUBSTITUTION AT TIME OF BID

Bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specified Item	Requested Substituted Item	Vendor Agrees to provide specified item if request to substitute is denied. (Circle One)	District Decision (Circle One)
1.			Yes No	Yes No
2.			Yes No	Yes No
3.			Yes No	Yes No
4.			Yes No	Yes No
5.			Yes No	Yes No

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE

(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or bid to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed or Printed Name: _____

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (company) is an equal opportunity employer as defined in the Equal Opportunity Act

Date: _____

Contractor/Vendor

By: _____

Signature

REFERENCES

Please list references of at least three school districts with whom you have worked with in the last five (5) years. The DISTRICT has discretion to require more than three references.

1. Owner: _____

Address and Telephone: _____

Contact Person: _____

2. Owner: _____

Address and Telephone: _____

Contact Person: _____

3. Owner: _____

Address and Telephone: _____

Contact Person: _____

Project Name: _____

VENDOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 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 or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

1. 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.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Jurupa Unified School 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 termination, suspension of payments, 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.

Date

Signature

Bidder's Name

Typed or Printed Name

**VENDOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Vendor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Vendor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Bidder’s Name

Signature

Typed or Printed Name

Date

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. 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 provision before commencing the performance of the work of this Contract.

Bidder's Name

Signature

Typed or Printed Name

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 submitted with the Contractor's bid.

[END OF REQUIRED BID DOCUMENTS]



Jurupa Unified School District
Purchasing Department
4850 Pedley Road, Jurupa Valley, CA
92509
(951) 360-4102
Contract # _____

Vendor/Consultant Services Agreement

This Agreement is made between _____ ("Vendor"), and the Jurupa Unified School District ("District"), collectively known as "Parties."

RECITALS

WHEREAS, Vendor is customarily engaged in an independently established trade, business or profession; the services, projects, or tasks completed by Vendor are those that are outside the usual work of District; and Vendor is free from the control and direction of District in connection with the performance of the services and project described in Article 1 hereof; and

WHEREAS, District requires the services described in Article 1 hereof; and

THEREFORE, District and Vendor mutually agree as follows:

Article 1. Services to be provided by Vendor

Vendor will provide cubbies per bid #23-24-02PUR- Classroom Cubbies.

Article 2. Compensation

1. District shall compensate Vendor for services rendered, not to exceed \$_____.
2. No additional compensation will be granted unless agreed to in writing by District.
3. District will not withhold Federal or State income tax deductions from payments made to Vendor under this Agreement. If applicable, District will provide Vendor with a statement of earnings at the conclusion of each calendar year.
4. For services rendered, the Vendor must submit to the District a detailed request for payment with an itemized invoice, describing services provided, with the signature of site principal or manager, noting work or service was completed.

Article 3. Duration

The term of this Agreement shall commence on _____ and terminate on _____. Both parties understand that time is of the essence. Upon a showing of good and sufficient cause by Vendor, District may, in its sole discretion, grant an extension of time as it may deem advisable. However, District shall not pay Vendor any additional compensation if such an extension is granted, unless Vendor performs additional services and the compensation is determined by the District and Vendor in writing as an amendment per Article 7.

Article 4. Independent Contractor Status

Vendor will perform said services in his/her own way and as an independent contractor in the pursuit of his/her independent calling and not as an employee of District. Vendor has the right to control the performance of his/her work and may determine the sequence of tasks to be completed. To confirm its status as an independent contractor under current law, Vendor represents to the District as follows: [Check as applicable]

☐ Vendor will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service license or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

☐ Vendor is providing "business to business" services where Vendor is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates, and similar, and (iii) does not require a California contractor's license to provide the Services set out in this Agreement.

Vendor may engage the assistance of assistants to aid him/her in completing the project for District. Any assistants used to satisfy the project shall comply with Article 5 and 8, below. Vendor shall, and represents that s/he will, properly classify his/her assistant(s) as employees or independent contractors pursuant to Labor Code section 2750.3 and corresponding federal provisions for the term of this Agreement. Vendor and his/her assistants will supply his/her/their own tools and materials to complete the specified project. Vendor and his/her assistants are not entitled to employment benefits from District. The parties intend for this Agreement to serve as an independent contractor agreement.

Article 5. Background/Fingerprinting Provision

With respect to this Agreement, and in order to comply with the criminal background check requirements of California Education Code section 45125.1, Vendor hereby certifies to the District that it has conducted criminal background checks, through the California Department of Justice, of all of its officers, agents, employees, or subcontractors that will be on any District campus, site, or property pursuant to and in accordance with this Agreement, and Vendor certifies that none of its officers, agents, employees, or subcontractors have been convicted of or have an arrest pending final adjudication for any a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c). When Vendor performs a criminal background check of any of its officers, agents, employees, or subcontractors, Vendor shall immediately provide the District with any subsequent arrest and/or conviction information that it receives from the California Department of Justice.

In addition, the District may require the Vendor to submit to the District's criminal background check procedures at Vendor's sole cost.

Article 6. General Provisions

1. Vendor shall comply with all Federal, State and local laws applicable to such work.
2. Vendor represents that he/she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; and Vendor understands the District has relied upon the representations of Vendor that he/she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. Vendor understands the scope of the services required to be performed under this Agreement. Vendor warrants that he/she will faithfully and diligently perform the services hereunder. Vendor shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.
3. Vendor must submit to the District a completed IRS W9 form that must include Vendor's signature, social security number or tax identification number.

Article 7. Amendments to the Agreement

This Agreement may be amended by the mutual written consent of the Parties. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing via a formal amendment and signed by the Parties.

Article 8. Assignment

Notwithstanding Article 5, this Agreement may not be assigned by either Party without the consent of both Parties.

Article 9. Governing Laws

This Agreement is governed by the laws of the United States of America and the State of California, including, but not limited to, the applicable provisions of the California Government, Education, and Labor Codes, as well as the Americans with Disabilities Act ("ADA"), all of which are incorporated herein by this reference. Any dispute shall be handled through a court of law based in Riverside County, California, and not through arbitration, unless agreed to by both Parties.

Article 10. Precedence

The terms outlined in this Agreement take precedence over any other agreement between the District and Vendor for the services outlined in this Agreement.

Article 11. Ownership of Materials

Any and all documents, or materials prepared or caused to be prepared by Vendor under this Agreement for purposes of the service, project, or task shall be delivered to the District, and upon payment of the Fees by District shall become the property of the District. Vendor maintains ownership of his/her personal tools and materials brought to District used for purposes of completing services under the Agreement.

Article 12. Indemnification

To the maximum extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless District, its board members, officers, agents, employees, and/or authorized volunteers from any and all claims, demands, losses, damages, and expenses, including reasonable attorney fees and legal costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising from or out of all acts or omissions the Vendor or from its provision of Services hereunder, or those activities, actions, or omissions of any of its officers, agents, employees, or subcontractors of Vendor, whether such act or omission is authorized by this Agreement or not. Vendor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by the acts or omissions of such persons. District assumes no responsibility whatsoever for any property placed on District premises by Vendor, Vendor's agents, employees, or subcontractors. Vendor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or willful misconduct of the District or any of its officers, agents, employees, and/or volunteers. The requirements of this provision shall survive the expiration and/or termination of this Agreement.

Vendor intends to be classified as an independent contractor, and agrees and understands that if a finding is made that District intentionally or unintentionally misclassified Vendor and/or his/her assistants as an independent contractor, the District will not be held liable for any claims, damages, losses, backpay, overtime pay, fines, or expenses related to Vendor's and/or his/her assistant(s) employee status. Vendor agrees to assume full responsibility for any and all claims, damages, losses, backpay, overtime pay, fines, or expenses related to any potential misclassification of Vendor and/or his/her assistant(s). Vendor agrees to indemnify and hold harmless District from any and all claims of misclassification as an independent contractor.

Unless agreed to by written amendment, Article 12 shall be the sole indemnification clause between the Parties.

Article 13. Minimum Insurance Requirements

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all articles of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

- a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
 - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”
- b. The Commercial General Liability Coverage shall not include the following endorsements: Amendment of Contractual Liability, Total Pollution Exclusion, Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:
 - a. Broadened Pollution Coverage Endorsement;
 - b. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - c. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
 - d. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”
3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - a. The Workers’ Compensation coverage shall include a Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Article 14, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
5. Vendor must provide insurance coverage for food spoilage.
6. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
7. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
8. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
9. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this article at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Vendor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Article 14. Material Breach of Contract

In the event Vendor fails to deliver the product and services as contracted for herein, to the satisfaction of the District or otherwise fails to perform any provisions of this Agreement, the District, after providing five (5) days written notice and Vendor’s failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

Article 15. Termination

1. District may terminate this Agreement, with or without cause, at any time by giving ten (10) days' written

notice of termination to Vendor. In the event such notice is given, unless otherwise indicated by the District, Vendor shall cease immediately all work in progress. If the District terminates without cause, the District shall pay the Vendor for services rendered through the date of District's termination notice.

2. Vendor may terminate this Agreement, with cause, at any time by giving thirty (30) days' written notice of termination to the District.

3. Upon termination of this Agreement by either Vendor or District, all property belonging exclusively to District, which is in Vendor's possession, shall be returned to District, and all property belonging exclusively to Vendor, on District property, shall be returned to Vendor.

Article 16. Force Majeure

If the performance of any act required of District or Vendor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, pandemics, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event District or Vendor claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of that fact within ten (10) calendar days after the beginning of any such claimed delay.

Article 17. Authority

Vendor represents and warrants that Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Article 18. Non-Discrimination and Equal Employment Opportunity

Vendor represents and agrees that it does not and shall not discriminate against any employee, assistant, or applicant for employment because of race, religion, color, sex, or national origin.

Article 19. Severability

If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, Subsection, clause, or other provision of this Agreement is illegal, null, void, invalid, unenforceable, or in violation of public policy, the remaining Sections, Subsections, clauses and other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

SIGNATURES ON NEXT PAGE

In WITNESS WHEREOF, the parties have executed this Agreement in Jurupa Valley, California on the day and year as follows:

For: _____

For: Jurupa Unified School District

Address: _____

Centralized Support Services

Street

City State Zip

Email

Phone Fax

By: _____

By: _____

Authorized Signature

Jeffrey Lewis, Director of Purchasing

Printed/Typed Name

Title

Date

Date