



WESTMINSTER
SCHOOL DISTRICT
INVITATION FOR BID

Bid No. 2025/26-06

HIGH VOLTAGE ELECTRICAL EQUIPMENT
HVAC Renovation Projects at Schroeder and Willmore

BID OPENING: May 13, 2026 at 2:00 PM

WESTMINSTER SCHOOL DISTRICT
14121 CEDARWOOD STREET
WESTMINSTER, CA 92683

BID NO. 2025/26-06
TABLE OF CONTENTS

NOTICE CALLING FOR BIDS	3
BID OBJECTIVE	5
INFORMATION FOR BIDDERS	7
*BID FORM	15
*BID FORM PRICING SHEET	22
*NONCOLLUSION DECLARATION	25
+TOBACCO USE POLICY	26
+AGREEMENT	27
+WORKERS' COMPENSATION CERTIFICATE	29
+DRUG-FREE WORKPLACE CERTIFICATION	30
NOTICE REGARDING CRIMINAL RECORDS CHECK	32
+CRIMINAL RECORDS CHECK	33
+CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS	34
+CERTIFICATE OF RESTRICTIONS ON LOBBYING	35
+ IRAN CONTRACTING CERTIFICATE.....	38
GENERAL CONDITIONS	40

* If The Following Items Are Not Returned At The Time Of The Bid Opening, The Bidder Will Be Declared Nonresponsive.

+ Items Which Successful Bidder Must Submit After The Award.

NOTICE CALLING FOR BIDS

DISTRICT: **Westminster School District**

BID NUMBER: 2025/26-06 High Voltage Electrical Equipment

BID DEADLINE: **May 13, 2026 by 2:00 PM**

PLACE OF RECEIPT: **WSD Business Services Department at
14121 Cedarwood Street, CA 92683 ,
714-893894-7311, ext 1120
Attention: Scott Harvey (Executive Director,
Facilities)**

NOTICE IS HEREBY GIVEN that the Westminster School District, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids (Invitation for Bid) at the place identified above for the award of a contract for **2025/26-06 High Voltage Electrical Equipment** . It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code § 53068, any bids received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened.

A sealed bid opening will be conducted for this equipment procurement on **May 13, 2026, at 2:00 PM.**

Each bid must conform and be responsive to the bid documents. **Bid documents will be made available on April 24, 2026** as a download at <https://www.wsdk8.us/divisions/business-services/purchasing/current-bidding-opportunities>.

Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the bid documents. **Bidders must submit one (1) paper copy and one (1) digital copy (flash drive) of their proposal.** Both formats (paper copy and the digital copy/flash drive of the response) are required. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids. The District reserves the right to reject any or all bids or to waive any irregularities or informalities therein.

The District will record and provide answers to any questions or requests for clarifying information about the solicitation during the question and answer period. Any questions regarding bid documents shall be reduced to writing and e-mailed to **Scott Harvey at sharvey@wsdk8.us** by no later than **May 6, 2026 by 4:00 PM.** Answers to questions will be posted as an official addendum on the [District website](#) on or before **May 8, 2026 by 5:00 PM.**

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Notice to Bidders
Westminster School District

BID NO. 2025/26-06 ELECTRICAL EQUIPMENT
BID TIMELINE

Release of IFB	Friday	April 24, 2026
First Public Notice	Friday	April 24, 2026
Respondent Question Submission Deadline	Friday	May 6, 2026 by 4:00 PM
Second Public Notice	Friday	May 1, 2026
District Provides Answers to Questions	Friday	May 8, 2026 by 5:00 PM
Deadline for Submission of Sealed Proposal	Wednesday	May 13, 2026 by 2:00 PM
Proposals Opened	Wednesday	May 13, 2026 at 2:05 PM
Proposals Evaluated	Thursday	May 14, 2026
Board Meeting - Contract Approval	Thursday	May 28, 2026
Anticipated Contract Award Date	Friday	May 29, 2026

Publication Dates: April 24 and May 1, 2026

The Orange County Register

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06
Notice to Bidders
Westminster School District

INVITATION FOR BID (IFB)

OBJECTIVE/SCOPE OF PROCURMENT

The Westminster School District is releasing an Invitation for Bid (IFB), seeking bids for high voltage electrical equipment for Bid. No. 2025/26-02 which will be used at Schroeder and Willmore Elementary School as part of a construction project. Westminster School District is looking to procure equipment provide to the contractor for public works bid 2025/26-02, to ensure the equipment will be ready for installation within the projects' tight timeframe. **IMPORTANT: Bidders must confirm their ability to deliver all required equipment set forth in this IFB on or before July 15, 2026** (the "Delivery Date"). This is a one-time firm fixed-price contract. The contract(s) will be awarded to the lowest-priced responsive and responsible bidder(s).

- **Product List (attached and labeled as Exhibit A)**

Bidder must agree that any contract awarded by Westminster School District will be contingent on adequate funding and that any awarded contract may be terminated at any time by Westminster School District. Bidders must agree to items at the unit prices quoted in accordance with actual requirements throughout the contract period. Bidder must agree that the items for Bid No. 2025/26-04 are nonexclusive and that the Westminster School District will determine, in its sole discretion, the types of product that are best for its use and the most cost effective for Westminster School District.

Bidders are advised that oral or written communications from the District shall only be through an official addendum. The District reserves the right to reject any or all proposals and to waive any errors or corrections in a proposal or the proposal process. The District will award the contract based on a review and analysis of the proposals that will determine which one best meets the needs of the District.

All inquiries regarding this bid must be submitted in writing no later than **May 6, 2026 by 4:00 PM** to **Scott Harvey at sharvey@wsdk8.us**.

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Objective/Scope of Work
Westminster School District

CHECKLIST OF MANDATORY BID FORMS - DUE MAY 13, 2026

Bidders must submit one (1) paper copy and one (1) digital copy (flash drive) of their proposal. Proposals should be properly and legibly filled out in ink or typewritten, including responses to all questions. This checklist is 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
- ☐ Bid Form Pricing Sheet
- ☐ Non-Collusion Declaration

CHECKLIST OF ADDITIONAL DOCUMENTS DUE *IF AWARDED*

This checklist is for bidder's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents.

- ☐ Contractor's Certificate Regarding Drug-Free Work Place
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ☐ Tobacco Use Policy
- ☐ Signed Agreement
- ☐ Workers' Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Notice Regarding Criminal Records Check
- ☐ Iran Contracting Certificate
- ☐ Criminal Records Check
- ☐ Certification Of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- ☐ Certification Regarding Lobbying

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Bid Documents Checklist
Westminster School District

INFORMATION FOR BIDDERS

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form and Bid Form Pricing Sheet, and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. **Bidders must submit one (1) paper copy and one (1) digital copy (flash drive) of their proposal.**

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Business Services Office at 14121 Cedarwood Street, CA 92683, 714-894-7311, ext. 1120, Attn: Scott Harvey**, and must be received on or before the bid deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the bid number and the date and time for the opening of bids. Bidders must submit one (1) paper copy and one (1) digital copy (flash drive) of their proposal. It is **the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. **Any and all questions regarding this bid must be submitted in writing to Scott Harvey, Executive Director of Facilities, Maintenance & Operations and Transportation, sharvey@wsdk8.us before May 6, 2026 at 4:00PM.** Answers to these questions and any other related addenda will be posted no later than May 8, 2026 by 5:00 PM. on the [Westminster School District website](#). Any and all addenda that is posted to the Westminster website hereto shall become a part of the original bid documents. All prospective bidders must acknowledge these addenda by either submitting the addenda documents with their original bid packets, or acknowledging the addenda documents by completing the bid form in its entirety. Failure to acknowledge an addendum may deem a prospective Bidder as unresponsive.

3. Bid Pricing. Prices are to remain firm for the initial term of the contract. Bid prices are to include transportation, shipping & delivery. Do not include California Sales or Use Taxes in unit bid prices on the Bid Form Pricing Sheet. The successful bidder is responsible for providing District with no less than thirty (30) days' prior written notification of any proposed price increases (price increases shall not be automatically made) and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Urban Consumer Price Index (CPI-U) for the Los Angeles, Riverside and Orange County area for the applicable goods, and for each subsequent one year period. This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. However, if due to unforeseeable circumstances beyond the control of both the District and the successful bidder, a proposed price increase is over three percent (3%), the successful bidder shall provide a detailed explanation in writing with documentation to justify the proposed price increase. The acceptance of the proposed price increase will be at the sole discretion of the District.

4. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Information for Bidders
Westminster School District

with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

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

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

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, or has any questions related to the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the **District by emailing Scott Harvey, Executive Director of Facilities, Maintenance & Operations and Transportation emailing Director of Nutrition Services, before May 1, 2026 at 10:00 AM.** No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents and answers to questions will be made solely at District discretion and only by written addendum duly issued by the District, and will be posted to the [District website](#) on **May 8, 2026 by 5:00 PM.** No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. Submittal of a bid without a request for clarifications shall be incontrovertible evidence that the bidder has determined that the bid documents are acceptable and sufficient for bidding and completing the work; that bidder is capable of reading, following and completing the work in accordance with the bid documents; and that bidder agrees that the work can and will be completed according to the district's timelines.

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

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

11. **Award of Contract.** The award of the contract, as made by the District, will be based on the total of all line items set forth in the Bid Form Pricing Sheet to the lowest-priced responsive and responsible bidder. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within ten (10) calendar days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids. The firm fixed-price contract will be awarded to the responsible bidder(s) whose bid(s) conform with all of the material terms and conditions of the IFB and is the lowest in price.

12. **Agreement.** The form of agreement which the successful bidder will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check, Certification, Suspension and Debarment Certification, Certification Regarding Lobbying, General Conditions, Contract Agreement, all insurance requirements, specifications, Special Conditions, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Agreement.

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

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

Prior to commencing the work required to meet the requirements of this IFB, Contractor will be required, at his sole cost and expense and, during all periods as required by the Contract, shall maintain in effect, the following policies of insurance

a) General Liability Insurance – A policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and must include a separate endorsement naming the District, the Governing Board of District and each member thereof, and the District’s other officers, agents, employees and volunteers, individually and collectively, as additional insureds b) Vehicle Liability Insurance – A policy of business vehicle liability insurance, written on an “occurrence” basis with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. The Vehicle Liability policy shall include coverage for owned, hired and non-owned automobiles. c) Workers’ Compensation Insurance – Workers’ compensation insurance as required by State Law and employers liability insurance with coverage in an amount not less than \$1,000,000.

Contractor shall maintain the insurance policies required pursuant to the Contract in effect at least until the date is one year following final payment to Contractor pursuant to the Contract. The insurance policies required pursuant to the Contract shall be issued by one or more insurers licensed to do business in the state of California and having an A.M. Best company rating of not less than “A-” and a financial size category of “IX”.

Unless otherwise set forth in the bid documents, the successful Contractor shall procure and maintain for the duration of the Contract insurance as outlined hereinabove. Waiver of Subrogation is required for comprehensive general liability, automobile liability and Workers’ Compensation insurance.

The successful Contractor shall name the District, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be approved by the District in its sole discretion. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the successful Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance. The successful Contractor shall provide an endorsement indicating a primary coverage, non-contributing on all general liability policies on an endorsement approved by the District in its sole discretion

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

- (a) All liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Successful Bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
 2. Amend additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the successful Bidder; products and completed operations of the successful Bidder; premises owned, occupied or used by the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employees, agents, and representatives.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful Bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District

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

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

17. Brand Names. Brand names are included for descriptive purposes to indicate the quality desired. Brand names where specified have been shown due to existing standards. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in the bid documents. Bidders are required to provide products that match the Manufacturers names, trade names, brand names, model and catalog numbers used in the specifications and/or the Bid Form Price Sheet unless the bidder can provide an equal product in accordance with Section 18.

18. "Or Equal"/Substitutions. All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject any bid that does not conform to the specifications. Should the bidder wish to request any substitution for the item specified, the bidder shall submit a written request to the District by **May 6, 2026 at 4:00PM**. At a minimum, descriptive literature marked with the appropriate bid item number should be provided fully describing the claimed "or equal" product. District shall only consider substitution requests from the bidder submitting the bid. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of a proposed substitution shall be borne by the bidder. Suitability and valuation of "equals" rest in the sole discretion of the District. The District shall be the sole judge as to the quality and suitability of the proposed substitution, and the decision of the District shall be final and conclusive. Request for substitution received after May 6, 2026 at 4:00 PM will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the product offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District. The District shall notify the bidder in writing of the decision concerning the proposed substitution. Also, no proposed substitution shall be deemed approved unless the District has so indicated in writing. In the event bidder furnishes an item other than what was specified by the District and which was approved by the District and which later is not found acceptable, then bidder, at its sole cost and expense, shall furnish the District the specified item.

19. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition may cause a bid to be rejected as nonresponsive.

20. Warranty/ Quality. All items must be new and a manufacturer's warranty should be included in specifying each item. Bidder warrants that all products shall be free from defects and be suitable for the use stated in the bid documents. To address potential product recalls, bidders must confirm compliance with the following: (1) Bidder must provide trace back capabilities for all products to place of origin, in case of product recall (2) Bidder must bear all costs incurred by District re: product recalls (delineates list of costs) (3) Bidder must pay all costs related to product recalls within 30 days of District's submitted invoice. District shall give bidder written notice after discovery of any defective product. Bidder shall correct any such defective product, and provide replacement, or reimbursement, at its sole expense, in a manner approved by the District. In the event of failure of bidder to commence and pursue with diligence said

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Information for Bidders
Westminster School District

replacement within fourteen (14) calendar days after being notified in writing, District is hereby authorized to proceed to have the defective product replaced at expense of bidder who hereby agrees to pay costs and

charges therefore immediately on demand. If, in the opinion of the District, defective product creates a dangerous condition or requires immediate correction or attention, the District will attempt to give the written notice required. If the bidder cannot be contacted nor complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this section, proceed to make such correction and the costs of such correction shall be charged against the bidder. Such action by the District will not relieve the bidder of the warranties provided in this section or elsewhere in the bid documents. Nothing herein shall limit any other rights or remedies available to District. The District may collect its reasonable costs and attorneys' fees in any action to enforce this section.

21. Sales Tax. Do not include California Sales or Use Taxes in unit bid prices on the Bid Form Pricing Sheet.

22. Delivery. Destination will be designated within the boundaries of the Westminster School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed. Bid prices are to include shipping, F.O.B. Westminster School District, uncrating, assembly, inside delivery, and install/set in place.

- Westminster School District: 14121 Cedarwood St, Westminster, CA 92683
- Schroeder ES: 15151 Columbia Ln, Huntington Beach, CA 92647
- Willmore ES: 7122 Maple St, Westminster, CA 92683

23. Quantities. Quantities shown on bid form pricing sheet are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

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

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

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

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

28. References. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type(s) of good and services to another large school district or public agency at the similar size and scope as

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Information for Bidders
Westminster School District

Westminster School District. All references shall include full district/ agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District as nonresponsive. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's bid.

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

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

31. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement to the extent such failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, governmental orders or restrictions, war, acts of terrorism, or shortages of materials or facilities. The non-performing party shall promptly notify the other party in writing of the occurrence of such an event and shall use reasonable efforts to mitigate its effects. Performance shall be excused only for the duration of the event and to the extent it prevents performance. Non-performance shall not be excused if caused by the negligence or willful misconduct of the non-performing party.

32. Clean Air Act. CLEAN AIR ACT (42 U.S.C. 1847(h)): The District and Vendor shall comply with all applicable standards, orders, or regulations issued. For contracts in excess of \$150,000, the District and Vendor shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 CFR, Part 200). The contractor agrees to report each violation of the Clean Air Act and Federal Water Pollution Control Act to The District and understands and agrees that The District will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

33. Termination for Cause. The District shall have discretion to terminate this contract in whole or in part at any time and require Bidder to cease all work by providing Bidder thirty (30) days prior written notice of termination if:

- A. The successful bidder fails to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the item(s) provided fail to perform satisfactorily;

OR

- B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Information for Bidders
Westminster School District

writing) after receipt of notice from the Westminster School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

34. Termination for Convenience. The District may terminate this contract for any reason, provided that the District shall be required to provide the Contractor with a prior thirty days' written notice of the effective date of such termination (the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions.

35. Protest Procedures. The District accepts a prospective bidder's protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with the District designated point of contact for this bid. Such protests must be made in writing and received by the District within five working days of the bid award date and shall include all documents supporting or justifying the protest. The protesting party must email copies of the protest to **Scott Harvey at sharvey@wsdk8.us**. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

36. Default and Breach of Contract Provisions. If the awarded bidder fails to perform the contract terms, the following penalties may be imposed:

- Awarded bidder will be required to provide in writing to the District how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- The awarded bidder may be prohibited from bidding on future contracts with the District

BID FORM

Name of Bidder: _____

To: Westminster School District, acting by and through the Governing Board, herein called the "District."

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

Bid No. 2025/26-06 HIGH VOLTAGE ELECTRICAL EQUIPMENT

Deadline for Submission of Sealed Proposal: **May 13, 2026 by 2:00 PM**

All in strict conformity with the Bid Documents, including Addenda Nos. _____, _____, _____, on file at the office of the District pursuant to the sums as set forth in the **Bid Form Pricing Sheet** attached hereto and incorporated herein.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The term of this contract, a one-time COD agreement.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, the Criminal Records Check Certification, Suspension and Debarment Certification, & Certification Regarding Lobbying, and Contract Agreement within ten (10) calendar days of the notice of award of the contract, or as otherwise requested in writing by the District.

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

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

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Bid Form

Westminster School District

7. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

10. It is understood and agreed by the bidder that time is of the essence.

11. The required noncollusion declaration is attached as required by Public Contract Code section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

12. Failure to complete the Bid Form and Bid Form Pricing Sheet in its entirety may render a bidder nonresponsive.

13. Bid prices are to include shipping, F.O.B. Westminster School District.

14. List of References

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide similar products as required under Information for Bidders.

1. Name

Address and Telephone

Contact Person

Description of Product

2. Name

Address and Telephone

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Bid Form

Westminster School District

Contact Person

Description of Product

3. Name

Address and Telephone

Contact Person

Description of Product

4. Name

Address and Telephone

Contact Person

Description of Product

5. Name

Address and Telephone

Contact Person

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Bid Form

Westminster School District

Description of Product

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

Individual

Name: _____

Signed by: _____ Print Name: _____

Date: _____ Business Address: _____

Telephone: _____

Partnership

Name: _____

Signed by: _____ Print Name: _____

Date: _____ Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation

Name: _____

Signed by: _____ Print Name: _____

Date: _____ Business Address: _____

Telephone: _____

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Bid Form

Westminster School District

Joint Venturer

Name: _____ Signed by: _____ Joint Venturer Print Name: _____

Date: _____ Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an Individual (name): _____

Signed by: _____

Print Name and Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership (name): _____

Signed by: _____, Partner,

Print Name and Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Bid Form

Westminster School District

BID FORM PRICING SHEET

Quantity	Part Description- Schroeder ES Switchgear	Pricing
1	1 Panelboard, 18 Circuits, 100A, Fully Rated, 120/208V 1Ph 3W, Copper	
	<u>List of Materials</u>	
1	1 50A, 2P BAB Main Breaker	
14	14 1P Branch Provision Only	
1	1 20A, 2P BAB Branch Breaker	
2	2 20A, 1P BAB Branch Breaker	\$ _____
	SEE PROJECT PLANS AND SPECIFICATIONS FOR MORE DETAILS	
	Switchboard DPB	included
	Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 1200 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 24 In	
	1200 Amp CU Distribution Structure (Calculated @ 1200A Chassis Rating)	included
	Compartment 1 - Breaker 100A Compartment 2 - Breaker 100A Compartment 3 - Breaker 60A Compartment 4 - Breaker 100A Compartment 5 - Breaker 60A Compartment 6 - Breaker 60A Compartment 7 - Breaker 60A Compartment 8 - Breaker 60A Compartment 9 - Breaker 60A Compartment 10 - Breaker 60A Compartment 11 - Breaker 225A Compartment 12 - Breaker 225A Compartment 13 - Breaker 20A Compartment 14 - Breaker 20A Compartment 15 - Breaker 20A Compartment 16 - Breaker 20A Compartment 17 - Breaker 20A Compartment 18 - Breaker 20A Compartment 19 - Breaker 20A Compartment 20 – Breaker 20A	
1	1000 Amp 3 pole, 120/208 volt breaker with hardware kit	\$ _____

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Non-Collusion Declaration
Westminster School District

Quantity	Part Description- Willmore ES Switchgear	Pricing
1	Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 208Y/120V 3-Phase 4-Wire, 1200 Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 30 In	\$ _____
	<u>List of Materials</u>	
3	Type 3R (nonwalk-in) Flat Roof	
3	Heater Package - (CPT, heater, thermostat, fused disconnect)	
1	Service Entrance Label	
3	Copper Ground Bus	
3	Seismic Freestanding Label (IBC/CBC Seismic Qualified)	
1	1200 Amp CU Bussed Utility Pull Section	
1	1200A Pull Section - SOUTHERN CALIFORNIA EDISON (SCE)	
1	1200 Amp CU Main Structure	
1	1200A Utility Metering - SOUTHERN CALIFORNIA EDISON (SCE)	
2	Utility Meter Socket	
1	Padlockable lockoff device	
1	Main Breaker Service Entrance	
1	Vertical Isol. Barrier (Service Entrance)	
1	Horizontal Isol. Barrier (Service Entrance)	
1	1200 Amp CU Distribution Structure (Calculated @ 1200A Chassis Rating)	
26	Mechanical (1) #14-1/0	
1	Mechanical (1) #4-4/0	
1	1200A, 3P PDG53M Breaker [1200A Frame], Trip 1200 A, LSI w/ ARMS	
1	100A Breaker [225A Frame], Trip 100 A, Thermal Mag, (1) #14-1/0, Mechanical	
5	60A Breaker [225A Frame], Trip 60 A, Thermal Mag, (1) #14-1/0, Mechanical	
1	225A Breaker [225A Frame], Trip 225 A, Thermal Mag, (1) #4-4/0, Mechanical	
17	20A Breaker [225A Frame], Trip 20 A, Thermal Mag, (1) #14-1/0, Mechanical	
1	3P PD2-P	
	SEE PROJECT PLANS AND SPECIFICATIONS FOR MORE DETAILS	
	Structure 1: 1200 Amp CU Bussed Utility Pull Section	included
	Compartment 1 - Utility 1200A Pull Section - SOUTHERN CALIFORNIA EDISON (SCE)	

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Non-Collusion Declaration
Westminster School District

	Structure 2: 1200 Amp CU Main Structure Vertical Isol. Barrier (Service Entrance) Horizontal Isol. Barrier (Service Entrance) Compartment 1 - Utility 1200A Utility Metering - SOUTHERN CALIFORNIA EDISON (SCE) Utility Meter Socket Compartment 2 - Breaker 1200A, [Main Breaker Service Entrance] LSI Trip Unit w/ ARMS Option M no control wiring Trip Unit Amps 1200A, Sensor 1200A ARMS (Local using breaker interface)	included
	1200 Amp CU Distribution Structure (Calculated @ 1200A Chassis Rating) Compartment 1 - Breaker 20A Compartment 2 - Breaker 20A Compartment 3 - Breaker 20A Compartment 4 - Breaker 20A Compartment 5 - Breaker 20A Compartment 6 - Breaker 20A Compartment 7 - Breaker 20A Compartment 8 - Breaker 20A Compartment 9 - Breaker 20A Compartment 10 - Breaker 20A Compartment 11 - Breaker 20A Compartment 12 - Breaker 20A Compartment 13 - Breaker 20A Compartment 14 - Breaker 20A Compartment 15 - Breaker 20A Compartment 16 - Breaker 20A Compartment 17 - Breaker 225A Compartment 18 - Breaker 20A Compartment 19 - Breaker 60A Compartment 20 - Breaker 3P Compartment 21 - Breaker 60A Compartment 22 - Breaker 60A Compartment 23 - Breaker 60A Compartment 24 - Breaker 60A Compartment 25 - Breaker 100A Compartment 26 - Breaker 100A Compartment 27 - Breaker 100A Compartment 28 - Breaker 100A	included

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Non-Collusion Declaration
Westminster School District

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2025, at _____[city], _____[state].

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06
Non-Collusion Declaration
Westminster School District

TOBACCO USE POLICY**Westminster School District**

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

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

Name of Bidder:_____

Signature:_____

Date:_____

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Tobacco Use Policy
Westminster School District

CONTRACT AGREEMENT PAGE

***Do not complete. Agreement will be sent after award is made**

THIS AGREEMENT, dated the ____ day of _____, 2026, in the County of Orange, State of California, is by and between Westminster School District (hereinafter referred to as "District", and _____ (hereinafter referred to as "Vendor").

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations. This solicitation/contract, attachments, and the IFB of the successful bidder, with addenda, if any, constitute the entire agreement between the District and the Vendor. The parties shall not execute any additional contractual documents pertaining to this IFB, except as permitted by applicable law.

This Agreement shall be in effect through the "Delivery Date" as set forth in the IFB except all terms applicable to the warranty, representations, and indemnification requirements of the Bidders shall remain in full force and effect as set forth in the IFB.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

District Section

Signature of District Representative:

Date of Signature:

Name of District (district, school, etc.):

Name and Title of District Representative:

Vendor Section

Email and Phone of Vendor Representative:

Signature of Vendor Representative:

Date of Signature:

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Agreement

Westminster School District

Name of Vendor: _____

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06
Agreement
Westminster School District

Name and Title of Vendor Representative:

Email and Phone of Vendor Representative:

Vendor Address:

WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700.

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

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

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

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

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

Name of Contractor:

Signature:

Print Name:

Title:

Date:

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

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Worker's Comp Certificate Requirement
Westminster School District

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Drug Free Workplace Certification
Westminster School District

Name of Contractor:

Signature:

Print Name:

Title:

Date:

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.

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Drug Free Workplace Certification
Westminster School District

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a nominate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Criminal; Records Check Notice
 Westminster School District

CERTIFICATION BY CONTRACTOR**CRIMINAL RECORDS CHECK**

To the Governing Board of Westminster School District:

I, _____
(name of contractor) certify that:

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1).
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____

Signature

Typed/Printed Name

Title

Address

Telephone

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Criminal; Records Check Form
Westminster School District

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

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Debarment Certification
Westminster School District

CERTIFICATION REGARDING LOBBYING

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Lobbying Certification
Westminster School District

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year ____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Lobbying Certification
Westminster School District

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Lobbying Certification
Westminster School District

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Lobbying Certification
Westminster School District

IRAN CONTRACTING ACT CERTIFICATION

Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo)

(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

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>	Date
<i>Printed Name and Title of Person Signing</i>	

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Iran Contracting Certification
Westminster School District

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 proposal 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>Date</i>
<i>Printed Name and Title of Person Signing</i>	

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

Iran Contracting Certification
Westminster School District

GENERAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to procure high voltage electrical equipment for Bid. No. 2025/26-02 which will be used at Schroeder and Willmore Elementary School as part of a construction project. Westminster School District is looking to procure equipment provide to the contractor for public works bid 2025/26-02, to ensure the equipment will be ready for installation within the projects' tight timeframe.
2. **NO MAXIMUM OR MINIMUM QUANTITIES:** The District does not guarantee that a minimum or maximum amount will be purchased. District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.
3. **TERM OF AGREEMENT:** The term of the Agreement shall Commence on _____ and continue through the Delivery Date as established through the IRB by which dates all equipment shall be delivered to the District in accordance with the requirements for the All terms applicable to the warranty, representations, and indemnification requirements of the Bidders shall remain in full force and effect as set forth in the IFB after the Delivery Date. .
4. **PRICING:** Bid each item separately, by category. There are three categories; it is not required to bid on all categories. A bidder may bid on one or more categories. Do not include California Sales or Use Taxes in unit prices. These taxes will be added and paid for by the District. Charges for the transportation, shipping, delivery, set-up, assembly, installation, and handling shall be included in the price indicated on the Bid Form Pricing Sheet and shall not be charged separately. Bid prices are to include shipping, F.O.B. Westminster School District site locations, freight prepaid. Prices set forth in the Bid Form Pricing Sheet remain firm. Quote prices net including trade discounts.
5. **DELIVERIES:** All equipment or supplies, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order and/or set forth in the IFB. Destination will be designated within the boundaries of the Westminster School District. Actual delivery dates must be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the successful bidder shall keep sufficient stocks of product to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. All equipment shall be subject to inspection by the District and acceptance or rejection by the District at time of delivery. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the bidder's expense. Any equipment received by the District which within thirty (30) calendar days of delivery, is deemed inoperable or damaged shall be returned to the bidder for repair or exchange at the bidder's expense. The District requires that the successful bidder states the expected lead time for the equipment to be furnished under the Agreement. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. All shipping materials shall be removed from site by the successful bidder.
6. **PAYMENTS:** Payments may be invoiced after actual delivery to the required destination. Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District and an undisputed, properly submitted payment request from bidder, shall be paid for work performed and for equipment delivered to the site and inspected and approved by District.
7. **PRICE ADJUSTMENTS:** The District must be notified of any change in manufacturer pricing over

the Agreement period within thirty (30) days of any change. In the event of a price decline, such lower prices

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

General Conditions
Westminster School District

are to be immediately extended to Westminster School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

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

9. DISCONTINUED AWARDED LINE ITEMS: Successful bidder is required to immediately notify the District when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder shall provide substantiating information when requesting consideration of a substitution as an equal. Notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number and shall follow the requirements set forth in Section 18 Information for Bidders.

10. INSURANCE AND PROOF OF CARRIAGE INSURANCE: Bidder shall not commence services under this contract until all required insurance certificates and endorsements as set forth in the Agreement from admitted insurers have been obtained, delivered to and approved by the District. Bidder shall provide proof of insurance on District approved forms without revisions.

l. Certificates and insurance policies shall include the following:

- a. A Clause Stating: "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
- b. 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.
- c. Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

11. CATALOG DISCOUNTS: The District requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on manufacturer(s) entire equipment line in addition to the specific models of equipment that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the District. The published catalog price must be verifiable during the course of the year for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents.

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

General Conditions
Westminster School District

12. **CUSTOMER SERVICE.** Customer service assistance whether on the phone or via email might be required by the District. The successful bidder will provide the needed phone assistance in a professional manner and will reply to district personnel within 24 hours of the received email. In the case of services that need to be performed onsite, the successful bidder will provide onsite assistance within the next business day of the District's request

13. **DISPUTES:** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, successful bidder agrees to continue the work diligently to completion. If the dispute is not resolved, successful bidder agrees it will neither rescind the Agreement nor stop the progress of the work, but successful bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the work has been completed, and not before.

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

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

16. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

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

18. **TERMINATION FOR CAUSE:** The District shall have discretion to terminate this contract in whole or in part at any time and require Bidder to cease all work by providing Bidder thirty (30) days prior written notice of termination if:

1. The successful bidder fails to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the item(s) provided fail to perform satisfactorily;

OR

- m. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Westminster School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment,

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

General Conditions

Westminster School District

similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

19. **TERMINATION FOR CONVENIENCE**. The District may terminate this contract for any reason, provided that the District shall be required to provide the Contractor with a prior thirty days' written notice of the effective date of such termination (the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions.

20. **RECORDKEEPING**: The Vendor agrees that the School, its authorized representatives, the State Agency, the United States Department of Agriculture (USDA), and any authorized auditors or oversight agencies shall have full access to inspect, review, and copy any and all records maintained under this contract. The Vendor shall provide such access promptly upon request and cooperate fully with any audit, review, or investigation. In the event of an audit or investigation that is initiated prior to the expiration of the three-year retention period, the Vendor agrees to retain all relevant records until the matter is resolved and final closure is communicated by the School or applicable agency. Failure to comply with these recordkeeping and access requirements may result in termination of this contract, recovery of funds, or other legal remedies as deemed appropriate by the School or applicable regulatory authorities.

21. **PROTEST PROCEDURES**: The District accepts a prospective bidder's protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with the District designated point of contact for this bid. Such protests must be made in writing and received by the District within five working days of the bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the SFA. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

22. **DEFAULT AND BREACH OF CONTRACT PROVISIONS**: If the awarded bidder fails to perform the contract terms, the following penalties may be imposed:

- Awarded bidder will be required to provide in writing to the District how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- The awarded bidder may be prohibited from bidding on future contracts with the District

HIGH VOLTAGE ELECTRICAL EQUIPMENT #2025/26-06

General Conditions
Westminster School District