



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 N. "F" Street, San Bernardino, CA 92410
Facilities Management Department
(909) 381-1238

BID NO. F07-01

Request for Bids
for
Lease and/or Purchase of DSA Approved Relocatable Classroom and Restroom Buildings

ADDENDUM NO. 3

This Addendum No. 3 forms a part of the bid documents and modifies the original Request for Bids No. F07-01. Please read the entire document including any attachment(s) and acknowledge receipt by signing and printing your name in the space provided below and include the signed addendum with the other bid documents. Failure to do so may subject the bidder to disqualification.

- Attachment No. 2 to Bid Form – Site Visit Certification is hereby deleted from this bid document.
- The Bid Form was erroneously uploaded to the website. It is not a part of the bid documents. Please disregard this form.
- The Bid Cover Sheet has been modified to reflect the deletion of the Bid Form. Attached is the revised Bid Cover Sheet.

Please sign below acknowledging your receipt of Addendum No. 3.

Received by: _____

Printed Name: _____

Date: _____

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

BID COVER SHEET (revised)

BID NO.:

BID DUE:

2:00 p.m.,

PROJECT NAME:

THE WORK UNDER THIS BID IS A PROJECT OF:

Facilities Management Dept.

BID PACKAGE SUBMITTAL FROM:

**BIDDER/
CONTRACTOR:**

**BIDDER TELEPHONE
& CONTACT PERSON**

CONTENTS MUST INCLUDE:

(Please Check Each Box)

Attachments:

☐

1 - Bidder's Non-collusion Affidavit

☐

2 - Site Visit Certification

☐

3 - Certification of Compliance with DVBE Policy)

☐

4 - Proposed Subcontractors

☐

5 - Bid Bond Form

☐

6 - Bidder References & Responsibility Information

☐

7 - Supplemental Bid Information (For Multiple School Projects)

SUBMIT BID TO:

**BID BOX - PURCHASING DEPARTMENT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410**

Each Bidder/Contractor must complete the information on this sheet and affix this sheet to the outside of their bid envelope by gluing or taping.

**ANSWERS TO QUESTIONS RECEIVED DURING THE PRE-BID
MEETING ON DECEMBER 6, 2007**

REGARDING

BID NO. F07-01

**LEASE AND/OR PURCHASE OF DSA APPROVED RELOCATABLE
CLASSROOMS AND RESTROOM BUILDINGS**

The following are the District responses and clarification to questions received during the pre-bid meeting on December 6, 2007 for the above mentioned bid. Any changes to the bid documents will be posted as an addendum on the District websites:

www.sbcusdfacilities.com; or www.sbcusd.k12.ca.us;

Q1: What is the basic term for the award?

A1: For **QEIA** project, the relocatable buildings will have a basic lease term of three (3) years. After the initial term, the District at its sole discretion may elect to extend the term on additional annual basis up to four (4) years ("Option Term")

For **Modernization** projects, the District intends to lease the relocatable buildings for a minimum of twelve (12) months or longer. Please refer to the Pricing Matrix for Group A as included in the bid documents.

Q2: Will there be more than one vendor?

A2: Yes, the District may award to more than one vendor, depending on the terms of the lease, the District's various needs, availability of required relocatables, etc.

Q3: Can we get a minimum 12 month term and will the Bid reflect this information?

A3: Yes, the District intends to lease the relocatable buildings for a minimum of 12 month term as shown in the Pricing Matrix for Group A as included in the bid documents.

Q4: Can District expand explanations of "termination for convenience" clause (see Section 34 of the General Bid Instructions and Conditions), maybe 12-month minimum reimbursement at time of termination for convenience?

A4: The District does not agree to a minimum of 12-month reimbursement. As a matter of background information, the District has not had any situation in the past during any lease term where this provision was invoked.

- Q5:** *If building to "spec" that currently meet DSA (with PN), can we use this specification instead of District specifications?*
- A5:** The District specifications are to be followed to the greatest extent possible; however, the District *may* consider slight deviations provided that the manufacturers' specifications meet DSA approval and have Plan Check (PC) numbers.
- Q6:** *Is liquidated damages agreed in each Assignment of Project (AOP) on project basis?*
- A6:** Yes, liquidated damages and delivery timeline for each order will be established within each Assignment of Project (AOP) for each identified project.
- Q7:** *Can the District revise the Pricing Matrixes (Group A and C) for the three different floor load options?*
- A7:** Yes, please find posted to the District websites the revised Pricing Matrixes (Group A and C) as Addendum No. 2. The revised Pricing Matrixes need to be signed by prospective bidders and submitted with the bid documents.
- Q8:** *QEIA – is there an option to purchase the units at the end of the lease?*
- A8:** The District is open to the option of purchasing the relocatable buildings at the end of the lease term. If this option is exercised, it will be negotiated under a separate agreement (see Section XXX– of the Master Agreement).
- Q9:** *Pricing Matrix shows locker room, but there is no spec or drawing for locker room? Will this be provided at job walk?*
- A9:** Bidders are encouraged to submit their standard specifications for the locker rooms and the District shall consider the bidders' specifications according to District needs.



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 N. "F" Street, San Bernardino, CA 92410
Facilities Management Department
(909) 381-1238

BID NO. F07-01

Request for Bids
for

Lease and/or Purchase of DSA Approved Relocatable Classroom and Restroom Buildings

ADDENDUM NO. 2

This Addendum No. 2 forms a part of the bid documents and modifies the original Request for Bids No. F07-01. Please read the entire document including the attachments and acknowledge receipt by signing and printing your name in the space provided below and include the signed addendum with the other bid documents. Failure to do so may subject the bidder to disqualification.

- The Pricing Matrixes Group A and C have been modified. Attached herein are the revised matrixes.
- The District standard floor load is fifty (50) lbs/sf floor load and bidders shall bid according to this standard floor load.
- Optional Services for seventy (70) and one hundred (100) lbs/sf floor loads are added to the Pricing Matrix for Group C. Bidders shall bid unit prices for these optional services.

Please sign below acknowledging your receipt of Addendum No. 2.

Received by: _____

Printed Name: _____

Date: _____



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
 777 N. "F" Street, San Bernardino, CA 92410
 Facilities Management Department

(909) 381-1238

Pricing Matrix for 24' x 40' Relocatable Classroom Buildings and Locker Rooms

GROUP A (revised)

Line	DSA Building Category, Single Story, Open Floor plan ¹ <i>Includes delivery, set-up and installation charges</i>	Purchase		Lease Rate for Monthly Payment up to 12 months term		Lease Rate for 18 months term		Lease Rate for 2 – 3 years terms		Lease Rate for 4 – 7 years term	
		New		New	Used	New	Used	New	Used	New	Used
1.	24' x 40' Classroom <i>Includes delivery, set-up and installation charges; Wood foundations</i>										
2.	24' x 40' Locker rooms <i>Includes delivery, set-up and installation charges</i>										
3.	24' x 40' Locker rooms with coach's room and view window <i>Includes delivery, set-up and installation charges</i>										
4.	Annual increase of 3% or the then CPI, whichever is less, starting from 4 th yr <i>(See Section 41: Lease Extension of the bid documents)</i>	N/A		N/A		N/A		N/A		3%	
Grand Total Base Bid											

¹ District standard floor load is 50 lbs/sf. Pricing Matrix for Optional services (Group C) has unit prices for 70 and 100 lbs/sf floor loads.



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
 777 N. "F" Street, San Bernardino, CA 92410
 Facilities Management Department
 (909) 381-1238
Pricing Matrix for Other Services
GROUP C (revised)

Line	Other Services	Unit of Measure	Purchase Price	Lease Cost Hourly/Monthly	Comments
1.	Price for additional DSA approved ramps				
2.	Price per linear foot for ramps over 12 feet				
3.	Removal of units				
4.	Relocation of units*				
5.	Crane Services, 100 ton or equivalent @ 4 hour minimum				
6.	Crane Services, 100 ton or equivalent for full day				
7.	Security Screen Windows**				
8.	Reinforced doors ***				
9.	Reinforced Locks***				
10.	Security Bars for doors				
11.	Additional Data Drops				
12.	Delivery time****				
13.	Extra cost for 70 lb/sf floor load				
14.	Extra cost for 100 lbs/sf floor load				

* Relocation to another District sites within a 3 – 5 miles radius
 ** Windows on the opposite wall from the door needs an operable emergency fire escape, per DSA requirements
 *** Doors and locks with vandalism resistance hardware
 ***** Delivery time starts upon award by Board of Education and issuance of Notice to Proceed from District



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 N. "F" Street, San Bernardino, CA 92410
Facilities Management Department
(909) 381-1238

BID NO. F07-01

Request for Bids

for

Lease and/or Purchase of DSA Approved Relocatable Classroom and Restroom
Buildings

ADDENDUM NO. 1

This Addendum No. 1 forms a part of the bid documents and modifies the original Request for Bids No. F07-01 advertised on November 12 and November 19, 2007 with sealed bids originally due no later than 2:00 pm December 3, 2007. Please read the entire document and acknowledge receipt of Addendum No. 1 by signing and printing your name in the space provided below and include the assigned addendum with the other bid documents. Failure to do so may subject the bidder to disqualification.

GENERAL CLARIFICATION:

Several items or information in the bid package have been added, deleted or modified. They are as follows:

- ∞ The Pre-Bid Meeting has been rescheduled to **December 6, 2007 at 10:00 am – 12:00 pm in the Conference Room 'E' upstairs (Superintendent's Conference Room)**
- ∞ The bid opening date is rescheduled to **January 14, 2008 @ 2:00 pm in the Community Room A & B, Board of Education**
- ∞ The District's need for 24 x 40 relocatable buildings (Portables) for the upcoming modernization projects has significantly increased from the original numbers. The District currently anticipates a need for up to three hundred and fifty (**350**) units. Due to this increase, the District is requesting large volume discounts from prospective bidders. The discounts shall be on percentage basis and shall apply according to this category:

Number of volume units	Percentage of discounts
50 - 99 units	
100 -149 units	
150 – 199 units	
200 – 249 units	
250 - 299 units	
300 units and above	

Please sign below acknowledging your receipt of Addendum No. 1.

Received by: _____

Printed Name: _____

Date: _____

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DIVISION 00. BIDDING REQUIREMENTS

Notice Inviting Bids

Information for Bidders

Bid Cover Sheet

Bid Form

BID ATTACHMENTS:

- 1 Bidder's Noncollusion Affidavit
- 2 Site Visit Certification
- 3 Certification of Compliance with DVBE Policy
- 4 Proposed Subcontractors
- 5 Bid Bond
- 6 Bidder References & Responsibility Information
- 7 Supplemental Bid Information (For Multiple-School Projects)

AGREEMENT ATTACHMENTS:

- 1 Certificate Regarding Worker's Compensation
- 2 Drug-Free Workplace Certification
- 3 Statement of Intent to Meet DVBE Participation Goal
- 4 Faithful Performance Bond Form
- 5 Payment Bond Form
- 6 Vendor Tax Information
- 7 Certification of Non-Utilization of Asbestos Material
- 8 Prime/General Contractor Information
- 9 Contractor Prevailing Wage Compliance Certification
- 10 Guarantee
- 11 Criminal Records Checks.Certification Forms

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

BID COVER SHEET

BID NO.:

-

BID DUE:

2:00 p.m.,

PROJECT NAME:

THE WORK UNDER THIS BID IS A PROJECT OF:

Facilities Management Dept.

BID PACKAGE SUBMITTAL FROM:

**BIDDER/
CONTRACTOR:**

**BIDDER TELEPHONE
& CONTACT PERSON**

CONTENTS MUST INCLUDE:

(Please Check Each Box)

☐

Bid Proposal (Bid Form)

Attachments:

☐

1 - Bidder's Non-collusion Affidavit

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SUBMIT BID TO:

BID BOX - PURCHASING DEPARTMENT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410

Each Bidder/Contractor must complete the information on this sheet and affix this sheet to the outside of their bid envelope by gluing or taping.

NOTICE OF BID

Notice is hereby given that the Board of Education of SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, San Bernardino, CA (San Bernardino County), will receive Bid Number **F07-01** for the procurement of the following:

**Lease and/or Purchase of DSA approved Relocatable Classroom
and Restroom Buildings
Bid No: F07-01**

The District is in need of lease, and/or purchase of DSA approved relocatable classroom and restroom buildings for use in the Quality Education Investment Act (QEIA) project, ongoing modernization, and related projects district-wide. The District intends to lease up to thirty (30) relocatable buildings in the early 2008, and additional relocatables as projects are moved to the active lists.

Sealed bids must be delivered to the San Bernardino City Unified School District, Purchasing Department, Bid Box, 777 North F Street, San Bernardino, CA 92410 no later than 2:00 PM on **December 3, 2007**.

The opening of bids will be held at San Bernardino City Unified School District, Board Community Room 777 North F Street, San Bernardino, CA 92410 on December 3, 2007 at 2:00 PM

Companies interested in bidding can obtain copies of bid documents and specifications at <http://www.sbcusdfacilities.com>; or by contacting the Facilities Management Department, Peace Aneke at Peace.Aneke@sbcsd.com; (909) 381-1238. Bid documents will be distributed at the pre-bid meeting referred to in the paragraph next below.

A pre-bid meeting for the purpose of acquainting prospective bidders with the unique requirements of the District and the State of California will be held on Tuesday, November 20, 2007 and *tentatively* on Wednesday, November 21, 2007, at 10:00 AM, Community Room "A" & "B" commencing at the District office address noted above. **Attendance is highly recommended.**

Each bid shall be accompanied by a bid security in the form of certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the bid attached hereto, and made payable to the District.

This District has a 3% Disabled Veterans Business Enterprise participation goal. All local business enterprises are encouraged to participate in this Program. The District will monitor this participation by requiring all bidders to complete and submit a registration form for the District's Local Business Outreach Program which will be provided by the District.

The Board of Education reserves the right to waive any irregularities, accept or reject any or all bids, and to reject any item(s) thereon.

No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Refer to the General Bid Instructions and Conditions pages, Supplementary Bid Instructions and Conditions and specifications for additional information, terms, and conditions.

The San Bernardino City Unified School District is an Equal Opportunity Employer and a Drug Free, Tobacco Free Workplace.

Below are the timeline:

1st Advertisement of bids.....November 12, 2007
2nd week of advertisement of bids.....November 19, 2007
Pre-Bid Meetings at 10:00 a.m.....November 20, 2007
Tentatively November 21, 2007
Bid Opening Date at 2:00 p.m.December 3, 2007
Estimated Board approval.....*December 18, 2007*
Estimated issuance of Notice to Proceed.....*January 4, 2008*

GENERAL BID INSTRUCTIONS AND CONDITIONS

1. SUBMITTING BIDS: All bids shall be made on a bid form furnished by the DISTRICT. Bid Forms, together with all required attachments to the Bid Form, shall be submitted to the DISTRICT and placed in the **Bid Box** in the **Purchasing Department** of San Bernardino City Unified School DISTRICT, 777 North "F" Street, San Bernardino, CA 92410, not later than 2:00 p.m. on December 3, 2007. All bids shall be submitted in sealed envelopes bearing on the outside the completed Bid Cover Sheet form containing the name of the Bidder, address of the Bidder, the bid number, the date and hour specified for public opening, the name of the project for which the Bid is submitted, and the category number when applicable. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered.

It is the bidders' sole responsibility to see that their bid is received by the date and time specified and in the Bid Box located in Purchasing Department.

Failure of a bidder to provide any required documentation or information requested in this package will be considered as non-responsive.

2. SIGNATURE: Any signature required on the 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.
3. BID RESPONSE DEADLINE: The bid must be received on or before the time indicated in the Notice Inviting Bids. Bids delivered or received after the opening date and time will not be accepted. Bids submitted after the deadline will be returned unopened and the bidder will be disqualified. Bids received by mail after the opening date and time will be returned unopened to the bidder.
4. BID WITHDRAWAL: Prior to the bid opening date and time, a bid may be withdrawn at the bidders' request. Submitted bids may not be withdrawn by the bidder for a period of sixty (60) days after the bid opening.
5. CORRECTIONS: All prices and notations shall be typewritten or in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initialed in ink by the person signing the bid. Bidders are cautioned to review bids before submission. Where there is a conflict between words and figures, words will govern. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.

6. ADDENDUM: If it becomes necessary to revise any part of this bid, an addendum will be provided to all bidders prior to the bid opening. The addendum must be signed and included in your bid package.

Any clarifications or corrections to the bid shall be made by written amendment to all vendors that have been mailed a bid or requested a bid. Any amendments to this bid will be posted to the District website at <http://www.sbcusdfacilities.com>; Each Bidder is solely responsible for checking the website for amendment postings.

Requests to amend any part of this bid must be done in writing seventy-two (72) hours prior to the bid opening in order to allow for a response.

7. BID MODIFICATIONS/QUALIFICATIONS BY BIDDER: The full and complete bid response requirement shall remain constant regardless of any other products and services, or approach to the solution the bidder may offer in the bid response.

A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or similar, may be considered non-responsive to that specific item.

Partial responses, changes to, additions, deletions, or exceptions to this bid by the bidder, which are not specifically called for in the bid documents, may result in the District’s rejection of the bid.

8. ACCEPTANCE: Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The right is reserved to reject any and all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. The District will be the sole judge of the merit and qualifications of the materials offered, and will accept the bid deemed to be in the best interest of the District. The award of this bid will be made to the overall lowest responsible bidder in all groups.

9. TIE BIDS: Whenever bids are equal, preference shall be given to firms located within the School District boundaries and/or firms with whom the District has satisfactory business relationships.

10. BID EVALUATION CLARIFICATION: The District may ask a bidder to clarify the content of their bid. The District may obtain clarification of any point in a bidders’ submittal by telephone or email, conversations with the bidders to clarify bid proposals and other documents, ask questions or obtain additional information. The bidders’ inability to respond to this request may be cause for disqualification of their bid.

11. AWARD OF BID: The award of this bid will be made to the overall lowest responsible bidder. This bid implies no obligation by the District to purchase or lease the relocatables from the bidder. The District reserves the right to refrain

from awarding of this bid, reject all bids and/or not award a contract. The District reserves the right, and may award any, all or none of this bid. In addition, the District may award the entire bid and refrain from entering into an agreement or placing orders for any or all of the items awarded. As an indefinite-quantity bid, there shall be no minimum or maximum contract or purchase order quantities. The award is subject to acceptance by the District's Board of Education.

12. REJECTION OF BIDS: The District, at its sole discretion, may accept or reject any or all bids, or portions of bids, and may waive any irregularities, if any, or informalities, if any, in any bid or in the bidding process.
13. FILING OF BID PROTESTS: Bidders may file a "protest" of a contract award with the DISTRICT's Facilities Administrator. In order for a Bidder's protest to be considered valid, the protest must:
 - A. Be filed in writing with the DISTRICT within five (5) calendar days after the bid opening date.
 - B. Be filed timely and in writing (as detailed in this section).
 - C. Clearly identify the specific accusation involved.
 - D. Clearly identify the specific DISTRICT recommendation or decision being protested.
 - E. Specify, in detail, the grounds for the protest and the facts supporting the protest.
 - F. Include all relevant, supporting documentation with the protest at the time of filing.

If the protest does not comply with each and every one of the above-requirements, it will be rejected as invalid.

If all the required information is submitted, the DISTRICT will review the basis of the protest and supporting documents submitted with the protest. The DISTRICT will deny or concur with the protest and provide a written notification of its decision to the protesting bidder by way of U.S. mail.

14. COMMUNICATION OF AWARD: Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.
15. COMPETENCY OF BIDDERS: In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the contracts. 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 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. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "Bidder's References and Responsibility Information (Attachment No. 6 to Bid Form)".

Operating costs, 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, 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.

16. EXAMINATION OF SITE AND PROJECT DOCUMENTS: At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the contract; visit the sites and the proposed locations for installation of the required relocatables, determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work.
17. LISTING SUBCONTRACTORS: Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.) If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the District invoking the remedies of Public Contract Sections 4110 and 4111.
18. SUBSTITUTIONS: Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions.
19. QUALITY: All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All equipment shall be new unless otherwise specified in the bid documents, work orders or the Master Agreement.
20. AGREEMENT AND BONDS: The Agreement which the successful binder will be required to execute and the performance and payment bonds required in

accordance with Civil Code section 3247, are included in these bid documents. The Payment Bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 3248. The District also requires the successful bidder, in purchase transactions, to furnish a separate faithful Performance Bond in the amount of one hundred percent (100%) of the contract using the enclosed District Form, and shall remain in full force and effect through the guarantee period of the Agreement. All bond premiums shall be at bidder's cost.

21. SURETY'S QUALIFICATIONS FOR BONDS: Bidders shall ensure all surety companies have a minimum rating of "A" according to the A.M Best Rating. Only California admitted surety insurers will be acceptable for the issuance of bonds (Code of Civil Procedure Section 995.311). District shall verify the status of the surety by reviewing the information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer.

22. PREVAILING WAGE COMPLIANCE: This project is a "public work" as defined within California Labor Code Section 1720, requiring the payment of not less than the general prevailing rate of per diem wages, in all work classifications, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. In addition, all contractors of every tier are required to employ apprentices in apprenticeable trades, as required by Labor Code Section 1777.5 et seq.

The prevailing rates of per diem wages for this project shall be as contained in the Director's Determinations. Copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request.

23. DEFECTS AND COMPLIANCE: Bidders shall guarantee all items purchased or leased under this bid to be in compliance with the bid specifications and shall be free of defects. Should any problems arise due to defective material(s) or faulty workmanship, or if the product is not in compliance with bid specifications and requirements, the District may request the charge for labor, material and transportation costs against the Faithful Performance Bond of the Bidder.

Failure to provide product on time and/or product(s) which do not meet the specifications will constitute grounds for termination of the contract. If so, a letter of cancellation shall be mailed by the District to the vendor.

At the time of termination, payment of invoices for products and/or services already received and approved in accordance with bid documents shall be the responsibility of the District. The District shall not be responsible for any loss of profits resulting from cancellation of a portion of any order at the time of termination.

The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law.

In addition, the vendor will be responsible for the cost difference of purchasing or leasing items from the next lowest responsible bidder meeting all District specifications and conditions. If the next lowest responsible bidder is unable to supply the items, the District reserves the right to purchase or lease the items from another source and bill the difference from any unpaid balance owed the original awarded bidder.

24. PATENT INFRINGEMENTS: The successful bidder shall hold the San Bernardino City Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
25. HOLD HARMLESS AND INDEMNIFICATION: The successful bidder shall indemnify and hold harmless the District, its governing board, officers, agents, volunteers and employees as set forth in the Agreement.
26. DELIVERY AND INSTALLATION: It is understood that the bidder agrees to deliver all items on which bids are accepted to the District addresses indicated in the bid package. The bidder shall be responsible for all costs for delivery, drayage, or freight, packing and installation of relocatable buildings to locations within the District as specified in this bid and/or in the delivery text of each duly issued purchase order. Bidder, at no cost to the District, shall deliver and install each unit. The District, at its sole discretion and without invalidating the remainder of the order, reserves the right to reject any unit deemed defective by the District or any unit which may fail to comply with the specifications in the bid documents. The delivery of the units shall be in compliance with the rules and regulations of the state, county and municipal jurisdiction(s) through which the units are transported to the site designated by the District.
27. ASSIGNMENT OF PROJECT: The Agreement incorporated herein constitutes the Master Agreement between the DISTRICT and the successful Bidder (Awardee) and sets forth the basic terms and conditions of the relationship. Pursuant to the Master Agreement, the DISTRICT may from time to time issue a work order in the form of an Assignment of Project document, a copy of which is in these bid documents. The AOP shall particularize and more fully describe the work ordered by the DISTRICT. The AOP shall include the work order, timeline for the identified project and all costs to the DISTRICT for the product and services contemplated by the DISTRICT. All services performed by the successful bidder under this Agreement shall, in all cases in which the successful bidder is assigned a task or Project under an AOP, continue to be governed by all the terms of the Master Agreement and the specific responsibilities and work described in the AOP.

28. SALES TAX: (A) If applicable, DO NOT INCLUDE California State Sales Tax in bid. Said tax will be added to invoice and paid by the District. (B) If applicable, DO NOT INCLUDE Federal Excise Tax or Use Tax in the bid.
29. DISCOUNT: Cash discounts when stated in the bid shall apply to all payments of invoices processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice.
30. NON-BIDDERS: If a bid is not made, potential bidders are asked to notify the District if they wish to remain on the mailing list.
31. LEGAL REQUIREMENTS: All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein, including, but not limited to, obtaining a City of San Bernardino business license from the City Clerk's Office. It is the vendor's total responsibility to determine such specific details of said requirement with the City of San Bernardino and the City of Highland.
32. SAFETY REGULATIONS: All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations
33. AFFIRMATIVE ACTION: The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.
- No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, age, martial status, color, national origin or ancestry, religion, or handicap of such personnel. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.
- The enclosed certification document (Attachment No. 7 to the Bid Form) must be completed and returned it with bid.
34. TERMINATION FOR CONVENIENCE: The District may terminate this contract, in whole or in part, at any time by written notice to the vendor without cause.
35. ALTERNATE SOURCES: Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent material or service from other sources, when deemed to be in the best interest of the District.
36. UNIT PRICES: Pricing shall be per unit. The pricing per unit shall include all costs (excluding tax) and shall be delivered and installed in accordance with paragraph 26 (DELIVERY AND INSTALLATION) above.
37. SPECIFICATIONS: The District shall be the sole judge as to whether the successful bidder meets the Districts requirements and specifications.

The District has standardized certain products. Where specific product codes or model numbers are required in this bid, equivalent products may be acceptable. The vendor shall provide documentation, satisfactory to the DISTRICT, showing that the product equivalents meet the specifications in this bid and District requirements. The District retains the right to reject any provided equivalents if, in its opinion, the product equivalent does not meet the bid or the District's requirements.

Product information sheets (ex: literature, specifications, drawings) may be submitted with bid.

38. BID QUANTITIES: The quantities listed herein are estimates. The District may order more, less or none of the quantity indicated herein or the District may withdraw a product line item herein or the entire bid.
39. FUNDS: Purchase or lease of product is contingent upon availability of funds to the District.
40. LEASE TERM: The term of the lease will commence upon completion of installation, and shall continue for an initial three (3) years.
41. LEASE EXTENSION: After the initial three (3) years, the District, at its sole discretion, may elect to extend the term of the agreement for additional annual basis up to four (4) years ("Option Term") for a maximum of seven years, by giving written notices to the Bidder sixty (60) days prior to the expiration of the Initial Term.
42. PRICE ESCALATION: After the initial three (3) years term, prices may increase annually by **3%** or the then current California Consumer Price Index (CPI) for Inland Empire Region, whichever is less.
43. PRICE DECREASES: Bidders are required to pass price reductions immediately through to the District as market prices drop for these products throughout the duration of the bid award and any extensions. Annual Price Status requests for current market prices will be sent out once a year to three qualified bidders soliciting prices and any adjustments will be made accordingly. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.
44. INVOICES: Invoices must be clearly itemized, including the unit price and purchase order number and the school site to which the units are delivered. Payments for the leased units will be made on monthly basis, unless otherwise negotiated with the District.
45. INSPECTION OF VENDOR FACILITIES: All vendors are subject to inspection of facilities by the District.

46. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) may be required as a result of this bid. Payment will be delayed until the required MSDS is received.
47. LAWS: All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on items provided in this bid shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This bid is governed by and construed in accordance with the laws of the State of California.
- Each and every provision of law and clause required by law to be inserted in this bid shall be deemed to be inserted herein and the bid shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the bid shall forthwith be physically amended to make such insertion or correction.
- The bidder and the District agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the bid shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go to the heart of the bid, the bid shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.
48. VENDOR APPLICATION: Each bidder shall be required to complete the Vendor Application included with these bid documents.
49. REFERENCES: Each bidder shall include with submitted bid a list of businesses including other school districts, if any, for which they have provided the same products and/or services as required herein. This list shall contain the name, title, and telephone number of a school district representative.
50. EXPERIENCE: The bidder, by submitting a bid, indicates the ability to fulfill the terms and conditions of the bid and has been successful in supplying the products and/or services associated with this bid for a period of at least five (5) years.
51. PIGGYBACKABLE BID: This is not a piggybackable bid.
52. FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION: This bid is subject to the provisions of Education Code Section 45125.1. Bidder's/ Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site.

Bidder/Contractor shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the Employee has not been convicted of a felony as defined in Education Code Section 45122.1.

Bidder shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. The District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of the agreement.

Upon award of this bid, the successful bidder will be required to comply with these fingerprinting requirements. The successful bidder will be required to return the appropriate paperwork to the District prior to commencing any contract work.

If bidder is requesting a waiver of the Department of Justice fingerprint and criminal background investigation for Education Code Section 45125.1, the request for waiver section located on the fingerprint and criminal background check certification document must be filled out.

53. INSURANCE AND BONDS REQUIREMENTS:

The successful Bidder will be required to secure and maintain from an admitted California surety, the minimum amounts of coverage listed below to protect against claims that may arise from operations under the contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All Contractors shall have Commercial General Liability (CGL) and Commercial (Business) Automotive Liability (CA or BA). Workers Compensation (WC) shall also be provided unless exempted as outlined below. Under some circumstances, the District may also require Errors and Omissions (E&O), excess, or other coverage whenever exposure warrants, or as determined by the District.

Failure to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of the agreement and may result in termination of the agreement.

Evidence of Insurance:

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/ endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause, and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this agreement.

Additional Insureds:

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

“San Bernardino City Unified School District; its directors, officers, employees, volunteers, and Board members”.

Rating of Insurer:

All policies shall be from admitted insurers with an A.M. Best rating of at least “A” or better, except that for W/C coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to District needs.

All funds and holdings must be held within the fifty states that constitute the United States of America.

Minimum Coverage:

1) Contractor's Liability Insurance

a) Worker's Compensation

- ∞ State: Statutory
- ∞ Voluntary Compensation (by any exempt entities): Same as State Workers Compensation
- ∞ Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries)

b) General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage): Can be combined Single Limit (CSL)

i) Bodily Injury:

- ∞ \$ 1,000,000.00 Each Occurrence
- ∞ \$ 2,000,000.00 Aggregate

ii) Property Damage:

- ∞ \$ 1,000,000.00 Each Occurrence
- ∞ \$ 2,000,000.00 Aggregate

iii) Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and the Contractor shall continue

to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

- iv) Property Damage Liability Insurance shall include coverage for the following hazards:
 - ∞ X (Explosion)
 - ∞ C (Collapse)
 - ∞ U (Underground)
- v) Contractual Liability (Hold Harmless Coverage):
Include in CSL Form
 - (1) Bodily Injury:
 - \$ 1,000,000.00 Each Occurrence
 - \$ 2,000,000.00 Aggregate
 - (2) Property Damage:
 - \$ 1,000,000.00 Each Occurrence
 - \$ 2,000,000.00 Aggregate
- vi) Personal Injury (with Employment Exclusion deleted, if applicable):
 - ∞ \$1,000,000.00 per occurrence
 - ∞ Aggregate subject to CSL Aggregate
- c) If Contractor's Contract (Total Bid Price) is expected to be more than \$500,000.00, the following excess liability coverage is required:
 - 1. Umbrella Excess Liability:
 - \$ 4,000,000.00 Over primary insurance
 - \$ 10,000.00 Retention
 - 2. Automobile Liability (owned, non-owned, hired):
 - a. Bodily Injury: \$1,000,000.00 CSL
 - \$ 1,000,000.00 Each Person
 - \$ 1,000,000.00 Each Accident
 - b. Property Damage:
 - \$ 1,000,000.00 Each Occurrence"

Submission of all requested Evidence of Responsibility information, in the proper form and format is a mandatory condition that will be strictly enforced for all bidders.

54. NON-COLLUSION AFFIDAVIT: In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion affidavit properly notarized.
55. DISTRICT CONTACT: All contact with the District regarding this bid shall be made through the District's representative, unless otherwise authorized by the District :
- Peace Aneke
 - Facilities Management Department
 - Email: Peace.Aneke@sbcusd.com;
 - Tel: 909-381-1238,

CERTIFICATIONS AND ATTACHMENTS

ATTACHMENTS TO BID FORM: All Bidders are required to execute and submit with their bids the following certifications, affidavits, and other attachments to the Bid Form:

- a. Bidder's Non-Collusion Affidavit, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code, Section 7106.
- b. Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.
- c. Certification of Compliance with DVBE Policy, identified herein as Attachment No. 3 to Bid Form.
- d. Proposed Subcontractors, identified herein as Attachment No. 4 to Bid Form.
- e. Bid Bond Form, identified herein as Attachment No. 5 to Bid Form.
- f. Bidder References and Responsibility Information, identified herein as Attachment No. 6 to Bid Form.
- g. Equal Opportunity Certification, identified herein as Attachment No. 7 to Bid Form.
- h. Local Business Outreach Program (LBOP) Form identified herein as Attachment No. 8 to Bid Form.

ATTACHMENTS TO AGREEMENT: Prior to execution of the AGREEMENT, the successful BIDDER shall submit the following certifications:

- 1 Certificate Regarding Worker's Compensation, identified herein as Attachment No. 1 to Agreement.
- 2 Drug-Free Work Place Certification, identified herein as Attachment No. 2 to Agreement.
- 3 Statement of Intent to Meet DVBE Participation Goal, identified herein as Attachment No. 3 to Agreement. (Bidders are advised to review carefully the attachments referenced herein and the procedures for implementation of DVBE Participation contracting goals.)
- 4 Faithful Performance Bond Form, identified herein as Attachment No. 4 to Agreement.
- 5 Payment Bond Form, identified herein as Attachment No. 5 to Agreement.

- 6 W-9 IRS Form (Vendor Tax Information), identified herein as Attachment No. 6 to Agreement.
- 7 Certification of Non-Utilization of Asbestos Material, identified herein as Attachment No. 7 to Agreement.
- 8 Bidder Information, identified herein as Attachment No. 8 to Agreement.
- 9 Contractor Prevailing Wage Compliance Certification, identified herein as Attachment No. 9 to Agreement.
- 10 Guarantee, identified herein as Attachment No. 10 to Agreement.
- 11 Criminal Records Checks Certification Forms, identified herein as Attachment No. 11 to Agreement.
- 12 Proof of Liability Insurance and Workers' Compensation

All Bidders are advised to retain the certifications until the successful Bidder has been confirmed and an Agreement for the work has been executed.

CLASSROOM SPECIFICATIONS

The District requires the total base cost of one story relocatable classrooms for purchase and/or lease to include the following specifications:

- ∞ DSA approved
- ∞ Metal seam roof system sloped to the rear (1/4" rise in 12" run).
- ∞ Dura Temp exterior siding
- ∞ New carpet with 4' x 4' vinyl at entrance
- ∞ 16' white boards
- ∞ Clocks
- ∞ Interior 1/2" vinyl-covered (tackable wall surface) firtex walls
- ∞ 12 2' x 4' florescent troffers with T8 ballasts, which are electronic sound rated A. Lighting to meet State of California illumination standards at desk level.
- ∞ Primed and painted components, interior and exterior, with district standard colors.
- ∞ Roof insulation of R30 and wall insulation of R19
- ∞ Windows on two sides (each 8' x 4'); Single Pane, Double Strength, 46% grey light
- ∞ 18 gauge steel hollow core door with 16 gauge frame
- ∞ Metal or wood studs
- ∞ LCN 4041 (or equal) door closers
- ∞ Schlage lock series with security latch protection (or equal)
- ∞ Acoustical ceiling
- ∞ Electrical conduit, copper wiring and receptacles (place switches and receptacles at ADA height). Note: No Romex or aluminum wiring)
- ∞ 100 amp electrical panel (Square D or equal)
- ∞ Stub-outs for phone, data, and fire alarm system, including internal receptacles for 12 data outlets, 2 telephone, and 6 fire alarm, including 2 heat, 2 smoke, 1 strobe/horn and 1 exterior junction box for outside horns. Six (6) of the data drops shall be located on the same side as the door and the other six (6) data drops shall be located on the opposite wall from the door.
- ∞ Gutters and downspouts with bird spikes
- ∞ Wood foundation
- ∞ One 5lbs fire extinguisher (ABC rating) with date inspection tag, with signage, hung according to floor plan
- ∞ HVAC ducting and registers
- ∞ 4-ton HVAC unit, Wall-mounted
- ∞ Room Thermostat, Carrier Debonair 220, Model 33CS220-01 or equal
- ∞ Minimum floor load 50 lbs per square foot

ADDITIONAL SPECIFICATIONS

1. The District requires standard open floor plan units per the requirements in the Classroom Specifications, herein above.
2. The District anticipates majority of the foundations are wood and ramps will be required, however, the District is requesting separate unit prices for extended and additional ramps as shown in Group C (Other Services).
3. The distance of the relocatable units from the District-supplied utility stub-out is estimated at three feet maximum. The District is responsible for connecting utilities lines to the junction boxes of the relocatable units after the units are delivered and installed, through separate contractors.
4. In Group C (Other Services), the bidder is to provide cost for a four-hour unit price and for a full-day unit price for a crane capable of moving the units over an obstruction no greater than 30' in height over a distance of no more than 80'.
5. All units may be new or used. Bidder shall provide prices for the different units.
6. The District requires "to be plumbed" (not requiring pumping services) restroom units.
7. The restroom buildings shall have three compartments (Boys, Girls, and Staff) as identified in the bid drawing, attached herein.
8. Bidders shall identify the prices for the first initial three years with annual price increases for the additional four (4) year term (Option term), should the District choose to extend. See Paragraph 41: Lease Extension.
9. Bidders shall provide separate prices for the purchased and leased units.
10. The purchase and lease prices shall include the charge for delivery, setup, and installation.
11. In Group A (Relocatable Classroom Buildings and Locker Rooms), the bidders shall provide prices for relocatable locker rooms. Locker rooms shall have reinforced wall backing and reinforcements for anchoring the benches and other specifications common to locker rooms.

12. There may be an option for coach's room within the locker rooms with 4' x 4' view windows and lockable doors. Bidder may submit separate prices for relocatable locker room with coach's room.
13. The Bidder shall be allowed to quote its standard specifications. The District reserves the right to evaluate sufficiency of the standard specifications.
14. The basis of the award is on the overall lowest responsible bidder for all the groups listed. The District reserves the option to select one or more vendors from this procurement. It is the intent of the District to select the vendor(s) according to a combination of price and deliverability. It is the intent of the District to put in place, agreement(s) with vendor(s) that indicate both reasonable pricing and acceptable deliverability. The District requires that responding vendors provide the best possible price and availability in every one of the requested items in the bid sheet. It is possible that no one vendor will be selected for all required relocatable units.
15. The District shall provide janitorial and custodial services for the relocatable buildings. The successful bidder is responsible for the maintenance of the leased units. Service calls for HVAC units shall be made within twenty-four (24) hour period from call-in.
16. Locations and configuration of the entrance and exit doors and windows shall be provided by the District under the Assignment of Projects (Work Order).
17. The towel roll dispensers, soap dispensers and toilet papers shall conform to District's standards, and shall be provided by the District upon award of the contract.
18. All doors shall be keyed to District standards.
19. Restroom buildings partitions shall be built continuous to the roof.
20. Site restoration upon removal of building is District's responsibility.

Pricing Matrix for 24' x 40' Relocatable Classroom Buildings and Locker Rooms
GROUP A

Line	DSA Building Category, Single Story, Open Floor plan <i>Includes delivery, set-up and installation charges</i>	Purchase	Lease Rate for Monthly Payment up to 12 months term		Lease Rate for 18 months term		Lease Rate for 2 – 3 years terms		Lease Rate for 4 – 7 years term	
		New	New	Used	New	Used	New	Used	New	Used
1.	24' x 40' Classroom <i>Includes delivery, set-up and installation charges; Wood foundations</i>									
2.	24' x 40' Locker rooms <i>Includes delivery, set-up and installation charges</i>									
3.	24' x 40' Locker rooms with coach's room and view window <i>Includes delivery, set-up and installation charges</i>									
4.	Annual increase of 3% or the then CPI, whichever is less, starting from 4th yr <i>(See Section 41: Lease Extension of the bid documents)</i>	N/A	N/A		N/A		N/A		3%	
	Grand Total Base Bid									

Pricing Matrix for Restroom Buildings
GROUP B

Line	DSA Approved Relocatable Restrooms*, Single Story, New Units	Purchase	Monthly Lease Rate Payments up to 12 months term	Lease Rate for 18 months term	Lease Rate for 2 – 3 years terms	Lease Rate for 4 – 7 years term
1.	12' x 40' Restroom <i>Boys/Girls/Staff; to be plumbed; All handicapped accessible; 3 compartments; includes delivery and installation charges;</i>					
2.	Annual increase of 3% or the then CPI, whichever is less, starting from 4th year <i>(See Section 41: Lease Extension of the bid documents)</i>	N/A	N/A	N/A	N/A	3%
	Grand Total Base Bid					

* Restroom buildings required are “to be plumbed” units (not requiring greywater and blackwater pumping services). 3 compartments with handicapped access with the required ADA ramps, where necessary, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the relocatable restroom buildings.

Pricing Matrix for Other Services
GROUP C

Line	Other Services	Unit of Measure	Purchase Price	Lease Cost Hourly/Monthly	Comments
1.	Price for additional DSA approved ramps				
2.	Price per linear foot for ramps over 12 feet				
3.	Removal of units				
4.	Relocation of units*				
5.	Crane Services, 100 ton or equivalent @ 4 hour minimum				
6.	Crane Services, 100 ton or equivalent for full day				
7.	Security Screen Windows**				
8.	Reinforced doors ***				
9.	Reinforced Locks***				
10.	Security Bars for doors				
11.	Additional Data Drops				
12.	Delivery time****				

* Relocation to another District sites within a 3 – 5 miles radius

** Windows on the opposite wall from the door needs an operable emergency fire escape, per DSA requirements

*** Doors and locks with vandalism resistance hardware

**** Delivery time starts upon award by Board of Education and issuance of Notice to Proceed from District

SUPPLEMENTARY BID INSTRUCTIONS AND CONDITIONS

Lease and/or Purchase of DSA Approved Relocatable Classroom and Restroom Buildings

1. The District requires the purchase or lease and the installation of relocatable classroom buildings to be installed at school sites within the District boundaries. The District reserves the right to order any combination of items in the bid in any number as needed from the successful awarded bidder.
2. The classroom buildings shall be new or used relocatable buildings and must be of a construction that meets the requirements of the Division of State Architect. All restroom buildings shall be new.
3. The work under this contract shall include all labor, material, equipment, appliances, supervision and transportation necessary to furnish, deliver and install the buildings.
4. The District shall be responsible for the preparation of the sites. Each building area shall have a building pad area prepared to the following specifications:
 - A. Building pad(s) shall be constructed level. The maximum allowable slope of the pad shall be three (3) inches over the area of each building.
 - B. Building pad(s) shall be constructed to a point five (5) feet outside the building footprint in all directions.
 - C. The soil bearing value of the pad(s) shall be a minimum 1000 PSF.
 - D. The site area adjacent to the building(s) shall have proper drainage away from the building.
 - E. All vegetation shall be removed from the building pad area.
5. Each building shall be provided with handicap ramp(s), where applicable, which shall be constructed in accordance with applicable code requirements. Ramps shall be constructed of steel tubing with a minimum 13 ga. steel-walking surface or $\frac{3}{4}$ " CDX plywood walking surface. All walking surfaces shall be a non-skid type surface.
6. All building utilities shall be stubbed out to the exterior surface (vertical) of the building. The connection of all utilities, (gas, water, sewer and electrical), and fire alarm shall be provided by the District. All utilities and fire alarm shall be terminated as shown on the bid drawings. The fire alarm system shall consist of conduit only with a pull rope.
7. All buildings shall be of clear span design. No interior columns shall be permitted and no intrusion at column locations shall be permitted beyond the interior surface of all exterior walls. All interior wall surfaces shall be continuous.
8. Where plywood type paneling is used for exterior walls panels shall be continuous from floor beam to roof beam. No horizontal joints within the plywood field will be allowed on all buildings with 8'6" ceiling. Higher units will have horizontal joints or additive connective plaster finish.

SUPPLEMENTARY BID INSTRUCTIONS AND CONDITIONS

Lease and/or Purchase of DSA Approved Relocatable Classroom and Restroom Buildings

9. Roof framing and roofing system shall be in accordance with the specifications. The roof system shall be designed to slope in two directions allowing for roof drainage from the center of the building toward both front and rear. The bottom flange of the roof beam shall be parallel to the building floor surfaces.
10. Building colors have not been determined at this time and may vary by school sites. Therefore, all bids shall include the painting of buildings from paint manufacturer's standard colors and shall include one body color and one accent color.
11. With each building(s) ordered, the Vendor shall supply to the District a letter certifying that the building(s) are asbestos free and were constructed with asbestos free materials. The letter shall contain the type and size of the buildings, date and place of manufacturing, serial number, location of site where it was installed, and the DSA application number.
12. The four (4) inch seismic separation where applicable, separating buildings, shall be closed off at the roofline and the exterior wall line.
13. The live load and wind load for all models shall be as follows:
 - A. Floor standard 50 lbs. per square foot; buildings with wall partitions 70lbs per square foot; exit corridors, lobbies, ramps and landings 100 lbs. per square foot; unless otherwise noted on the bid drawings.
 - B. Roof live load 20 lbs. per square feet.
 - C. Wind load 70 MPH exposure "C".
14. The District reserves the right to award the Contract to the lowest responsible bidder, whose bid, in the sole opinion of the District, best meets the bid specifications and requirements as outlined in the bid documents. Any bid submitted which does not conform to the bid documents shall be considered as non-compliance and shall be rejected.
15. Submittals: The following shall be submitted by the successful bidder(s) when Assignment of Projects are made:
 - A. Division of State Architect (DSA) PC Number or "A" Number must be submitted with a drawing stamped by a California licensed architect or structural engineer for each building in Group "A". Stamped plans must reflect floor plans.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North "F" Street
San Bernardino, California 92410

MASTER AGREEMENT FOR LEASE AND/OR PURCHASE
OF DSA APPROVED RELOCATABLE CLASSROOM AND
RESTROOM BUILDINGS
FACILITIES MANAGEMENT DEPARTMENT

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this --- day of ----, 2007, by and between the **San Bernardino City Unified School District** (hereinafter referred to as "DISTRICT"), located at 777 North "F" Street, San Bernardino, California 92410, and ----- (hereinafter referred to as "VENDOR"), located at -----, (hereinafter referred to collectively as the "Parties" and each individually as "Party").

The District and the Vendor, for the consideration herein named, agree as follows:

Section 1. TERM OF CONTRACT: This Contract shall remain in effect for an initial term of three (3) years ("Initial Term") starting _____ through _____. After the initial three (3) years, the District, at its sole discretion, may elect to extend the term of the agreement for additional annual basis up to four (4) years ("Option Terms") for a maximum of seven years, by giving written notices to the Vendor sixty (60) days prior to the expiration of the Initial Term.

Section 2. SCOPE OF WORK: Upon the receipt of an Assignment Of Project form, ("AOP"), a copy of which is attached hereto as Exhibit A, executed by the Parties consistent with the documents incorporated within Section 4 of this Contract, Vendor shall furnish material, labor, and services necessary and appropriate for the preparation, delivery, set-up and installation of certain relocatable buildings ("Relocatable Buildings") approved by the Division of the State Architect ("DSA") consistent with Vendor's bid submitted to the District in connection with District **Bid Number F07-01**. The scope of work for the Assignment of Project shall be defined therein as the "AOP Scope of Work." Vendor shall not be responsible for utility connections, as connection of the same shall be performed by the District.

Should any detail or dimension be inadvertently omitted from the Assignment of Project, it shall be the Vendor's responsibility to request from the District the required details or information and to perform the AOP Scope of Work in conformance therewith so that the relocatable buildings will be acceptable and ready for use by the District upon delivery.

Section 3. PAYMENT OF VENDOR: District shall compensate Vendor in accordance with the prices shown in the Pricing Matrix (Groups A,B,C) submitted with the bid documents for the relocatable buildings purchased and/or leased from Vendor by the District. Invoices shall be submitted on monthly basis, unless otherwise negotiated with the District. The District has thirty (30) calendar days upon receipt of invoice to issue payment. For the purposes of this Agreement, an invoice shall not be considered late if payment is beyond the thirty (30) calendar days if the payment request is delayed due to an audit inquiry by the financial officer of the District or any county or government agency included in the processing of the invoices.

As provided in the documents incorporated within Section 4 of this Contract, prices may increase or decrease after the Initial Term in accordance with the terms of the price escalation provisions of the Bid Documents. Vendor is required to pass price reductions immediately through to the District as market prices drop for these products throughout the duration of the bid award and any extensions. Annual Price Status requests for current market prices will be sent out once a year to three qualified bidders soliciting prices and any adjustments will be made accordingly. Payment under this Contract shall be made in pursuant to the Assignment of Project and written acceptance of such work by the District.

Section 4. COMPONENT PARTS OF CONTRACT: This Contract includes and by this reference incorporates in full the following documents for the Assigned Project: (i) Notice Inviting Bids for the provision of the DSA approved relocatable classroom buildings and restroom buildings; (ii) the General Bid Instructions and Conditions; (iii) Certifications and Attachments to the Bid Form and Agreement; (iv) Classroom Specifications; (v) Additional Specifications; the Supplemental Bid Instructions and Conditions; (vi) Bid Documents, **Bid Number F07-01**; (vii) District's written responses to requests for information by vendors; and (viii) Assignment of Project; all of which documents, together with the Contract, shall hereinafter be referred to collectively as either the "Contract Documents" or the "Contract." Upon the District's order of specific relocatable classrooms, the purchase contract for such order shall likewise be incorporated within the Contract. The Contract Documents are intended to be complementary and form an integrated and binding whole. Vendor shall perform the work required by any one of the Contract Documents, even if that work is not referenced in any other Contract Document, as if that work is required by each and every Contract Document.

Section 5: LEASE WITH OPTION TO PURCHASE: Upon completion of the term of the lease, the District and the successful Bidder reserves their rights to negotiate for the purchase of the relocatable buildings and restroom buildings for \$1 per unit. The purchase, if necessary, will be under a separate purchase agreement between the parties.

Section 6. CERTIFICATION OF REQUIRED PERMITS AND LICENSES: In entering into this Contract, the Vendor hereby certifies that as of the date of the execution of this Contract and continuing throughout the term of this Contract, the Vendor possesses and will continue to possess the necessary license, permits, and/or other qualifications necessary and appropriate to complete the AOP Scope of Work in accordance with California and local law.

Section 7. ALTERNATE SOURCES: Nothing in this Contract shall prohibit the District from acquiring the same type, or equivalent relocatable buildings or services from other sources, when deemed by the District, at its sole discretion, to be in the District's best interest.

Section 8. WARRANTIES/GUARANTEES: Vendor shall guarantee all labor and material used in the completion of the AOP Scope of Work throughout the term of the lease from the date the District executes the Assignment of Project. With respect to the lease of buildings, the Vendor will warrant the structural integrity of the buildings throughout the entire lease term.

Section 9. DISTRICT REPRESENTATIVE: For all purposes related to this Contract, the authorized representative of the District shall be the Facilities Administrator or his/her designee. The District Representative or his/her designee shall have the authority to act on behalf of the District for all purposes of this Contract. The Vendor shall not accept instructions or directions from any person purporting to represent the District other than the District Representative or his/her designee.

Section 10. NOTICES: All notices, demands, and communications required or given pursuant to this Contract shall be in writing, duly addressed as indicated below, and given by: (i) personal delivery; (ii) registered or certified mail (postage prepaid and return receipt requested); (iii) Federal Express or other reliable private express delivery; (iv) by facsimile transmission; or (v) electronic transmission e.g. emails. Such notices, demands, or communications shall be deemed received (i) upon delivery if personally served or sent by facsimile, or (ii) only upon receipt if given or sent by any other approved manner specified above. Any Party to this Contract may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section. Notices, demands, and communications within the purview of this Section shall be duly addressed and sent as follows:

To the District:

Facilities Management Department
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North F. Street
San Bernardino, CA 92410
Attn: Peace Aneke, Contract Analyst
Phone No. (909) 381-1238
Fax No. (909) 885-4218

To the Vendor:

Relocatable Buildings Sales and Inventory

Attn: _____
Phone No: _____
Fax No: _____

The Vendor shall notify the District within five (5) business days of any change in its address, facsimile number, or telephone number(s), and failure of Vendor to provide such notification shall be deemed a material breach of this Contract.

Section 11. ATTORNEY'S FEES: The Court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party in any action or proceeding to enforce this Contract and/or any dispute related thereto.

Section 12. LIQUIDATED DAMAGES: The Parties acknowledge and agree that, upon the Vendor's receipt of a fully executed Assignment of Project, time is of the essence with respect to the Contract and completion of the AOP Scope of Work. Vendor shall be responsible for immediately notifying the District, within two business days of Vendor's receipt of a fully executed Assignment of Project, of its inability to meet the delivery schedule established in the Assignment of Project.

Once Vendor received a fully executed Assignment of Project, the Parties acknowledge and agree that the District will suffer damages if Vendor does not complete the AOP Scope of Work within the time provided pursuant to the Assignment of Project. Because it is impractical and infeasible to determine the actual amount of damages the District will incur, the Vendor shall pay to the District as liquidated damages the fixed sum of **\$150.00** per calendar day that the AOP Scope of Work remains unfulfilled. Repeated failures to provide relocatable buildings and related product on time and/or products that meet the Assignment of Project specifications may constitute grounds for termination of this Contract.

It is expressly understood that "Liquidated Damages" shall be paid as set forth herein.

_____ Vendor's initials

_____ District's initials

Section 13. INSURANCE: The Vendor shall purchase and maintain such insurance consistent with the amounts set forth in the documents incorporated within Section 4 of this Contract, including but not necessarily limited to, liability coverage, worker's compensation, covering the Vendor's performance of the AOP Scope of Work subject to the terms, conditions and exclusions of the policy(ies). Each of the Vendor's policies shall include an endorsement that shows the District as an additional insured.

With the ***purchase and lease*** of each relocatable building, the Vendor shall provide payment and/or performance bonds in amounts quantified and for the period of time stated in the Assignment of Project.

Vendor shall not commence work under this Contract until the insurance requirements of this Section 12 have been met and satisfactory proof of such insurance has been submitted to and approved by the District. Failure to meet such requirements may result in the termination of this Contract.

Section 14. HOLD HARMLESS: To the fullest extent permitted by law, the Vendor agrees to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees, and consultants and District Representatives from every claims, actions, or demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Vendor, which may be incurred by reason of (1) death or bodily injury to persons; (2) injury to property; (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person employed by the Vendor in connection with this Contract, except to the extent such liability for damages results from the active negligence or willful misconduct of the District. Vendor further agrees to indemnify, defend, and hold harmless the District and the District Representatives from any dispute between Vendor and any of its employees, consultants, subcontractors, suppliers, or sureties. The Vendor, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District or the District Representatives relating to those claims or demands specified in this Section 11.

Section 15: RECORD AUDITS: In accordance with Government Code, Section 8546.7, records of both the DISTRICT and the Vendor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Section 16: CORPORATION IN GOOD STANDING: If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is _____, is authorized to act for and bind the corporation.

Section 17: ASSIGNMENT OF CONTRACT: Vendor shall not assign, sublet or by any other means transfer this Contract or any obligation, right, title or interest herein, including right to payments hereunder, without the prior written consent of District. This Contract shall be binding on any authorized assignee, sublessee, transferee or other successor to the Vendor. If

Vendor attempts, without the District's permission, to assign, sublet or by any other means transfer this Contract or any obligation, right, title or interest herein, the District may, at its option, terminate this Contract and shall thereafter be relieved from any and all obligations to Vendor and any purported assignee, sublessee or transferee.

Section 18. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

Section 19. DUE AUTHORITY: Each individual signing this Contract represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to enter into this Contract on behalf of that Party.

Section 20. LABOR CODE: Vendor shall comply with the applicable provisions of Article 1 through 5 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 3 of the California Labor Code, including the payment of general prevailing wage rates for public works projects of more than \$1,000.

Section 21. PREVAILING WAGES COMPLIANCE: This project is a "public work" as defined within California Labor Code Section 1720, requiring the payment of not less than the general prevailing rate of per diem wages, in all work classifications, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. In addition, all contractors of every tier are required to employ apprentices in apprenticeable trades, as required by Labor Code Section 1777.5 et seq.

The prevailing rates of per diem wages for this project shall be as contained in the Director's Determinations. Copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request.

Section 22. VENDOR'S BACKGROUND INVESTIGATION: The Vendor agrees to conduct and certify to the District that the Vendor has completed all background check requirements of Education Code Sections 45122.1 and 45125.1 and to return all Contractor Certification forms to the District in advance of providing any contracted services described herein to the District. Any change in personnel shall necessitate a resubmission of the Contractor Certification Form for the new personnel to the District. Any expenses incurred by the Vendor in implementing the requirements set forth under this Paragraph shall be the sole responsibility of the Vendor. Form *Contractor Certification – Concerning Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et sec.* is attached herein as Attachment No. 11 to the Agreement.

Section 23: EXHIBITS: These exhibits herein incorporated and listed below represent the listing of applicable exhibits. From time to time, revisions or additions may be made and made available to the parties to this Agreement.

Exhibit A – Assignment of Project

Section 24. DISTRICT AND PUBLIC POLICIES: By signing this Agreement, the Vendor acknowledges receipt and acceptance of the following District policies:

- i) Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);

- ii) Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- iii) Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- iv) Drug-Free Workplace Policy (NO. 4205).

The Vendor shall abide by the following Public Policies:

- i) Titles VI and VII of the Civil Rights Act of 1964;
- ii) Title IX of the Education Amendments of 1972;
- iii) Section 504 of the Rehabilitation Act of 1973;
- iv) The Age Discrimination Act of 1975;
- v) The Fair Employment and Housing Act; and
- vi) The Americans with Disabilities Act of 1990.

Section 25. GOVERNING LAWS: This Agreement shall be interpreted, governed and construed and the Vendor's services herein shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this Agreement. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

Section 26: COMPONENT PARTS OF THE AGREEMENT: The Agreement entered into consists of the following Agreement Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Notice of Bid
General Bid Instructions and Conditions
Non-Collusion Affidavit
Site Visit Certification
Certification of Compliance with DVBE Policy
Proposed Subcontractors
Bid Bond
Bidder References and Responsibility Information
Certification of Workers' Compensation
Certification of Drug Free Workplace
DVBE Participation Statement
Payment Bond
Faithful Performance Bond
W-9 IRS Form
Contractor's Certificate Regarding Non-Asbestos Containing Materials
Bidder Information
Guarantee
Fingerprinting Requirements Under Assembly Bills 1610 and 1612
Proof of Liability Insurance and Workers' Compensation
Addenda
Master Agreement
General Conditions and Supplementary General Conditions
Relocatable Classroom Specifications
Additional Specifications
Bid Drawings

Section 27. ENTIRE AGREEMENT: This Contract, and the documents incorporated within Section 4 of this Contract, contains the entire agreement of the Parties with respect to the subject matter set forth herein and attached hereto and supersedes all prior communications, negotiations, understandings and agreements. This Contract may be modified only by an amendment signed by both Parties. Any provision, printed or otherwise, contained in any acknowledgment of this Contract and/or Assignment of Project and/or purchase order and/or invoice related to this Contract that is inconsistent with, different from, or in addition to the terms and conditions contained in this Contract or any documents specifically referenced and incorporated herein, shall have no force or effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the day and year first set forth hereinabove.

**SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT**

BIDDER

By _____
Signature of Authorized Agent

By _____
Signature of Authorized Agent

Mohammad Z. Islam
Typed or Printed Name

Typed or Printed Name

Assistant Superintendent, Business and Finance
Title

Title

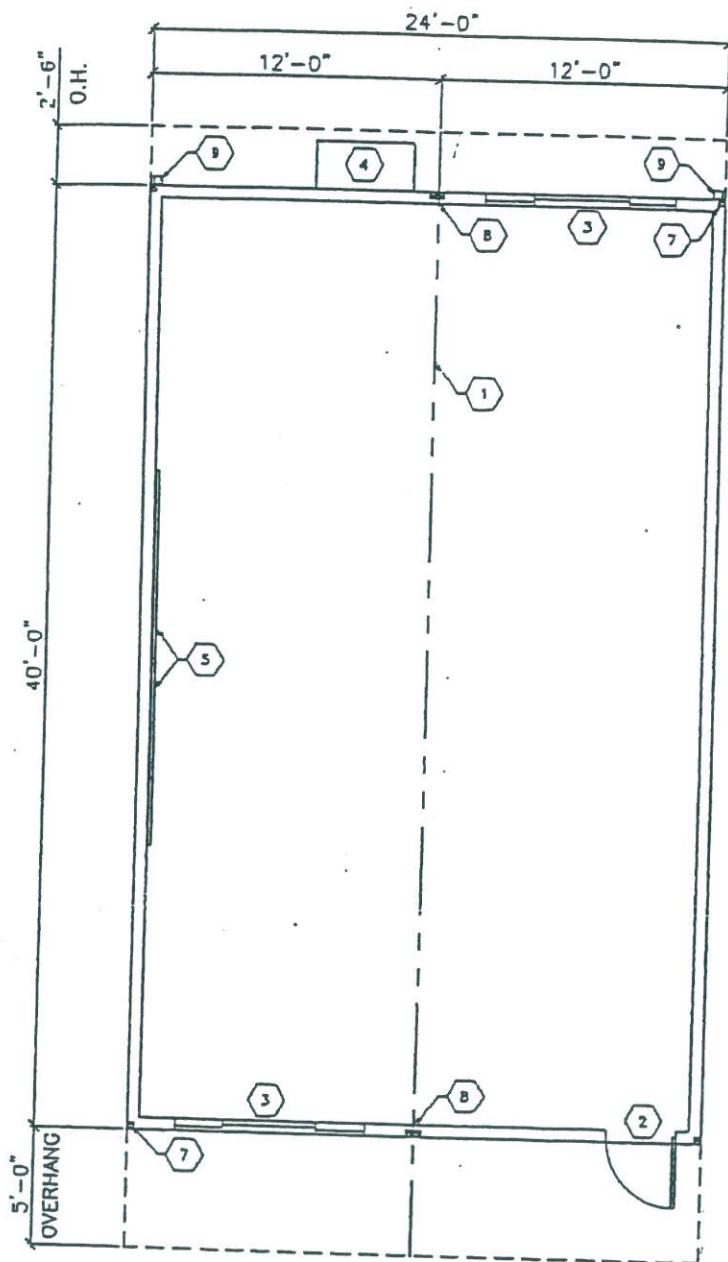
(909) 381-1164
Area Code & Telephone Number

Area Code & Telephone Number

Date

Date

Official Seal of the Bidder



NOTES

1. BUILDING MODLINE
2. DOOR
3. WINDOW
4. 4 TON HVAC UNIT
5. 16' x 4' WHITE BOARD
6. 50 lb FLOOR LOAD
7. STRUCTURAL COLUMN
8. VINYL WRAPPED CLOSE-OFF BATTERY
9. 26 ga. DOWNSPOUT

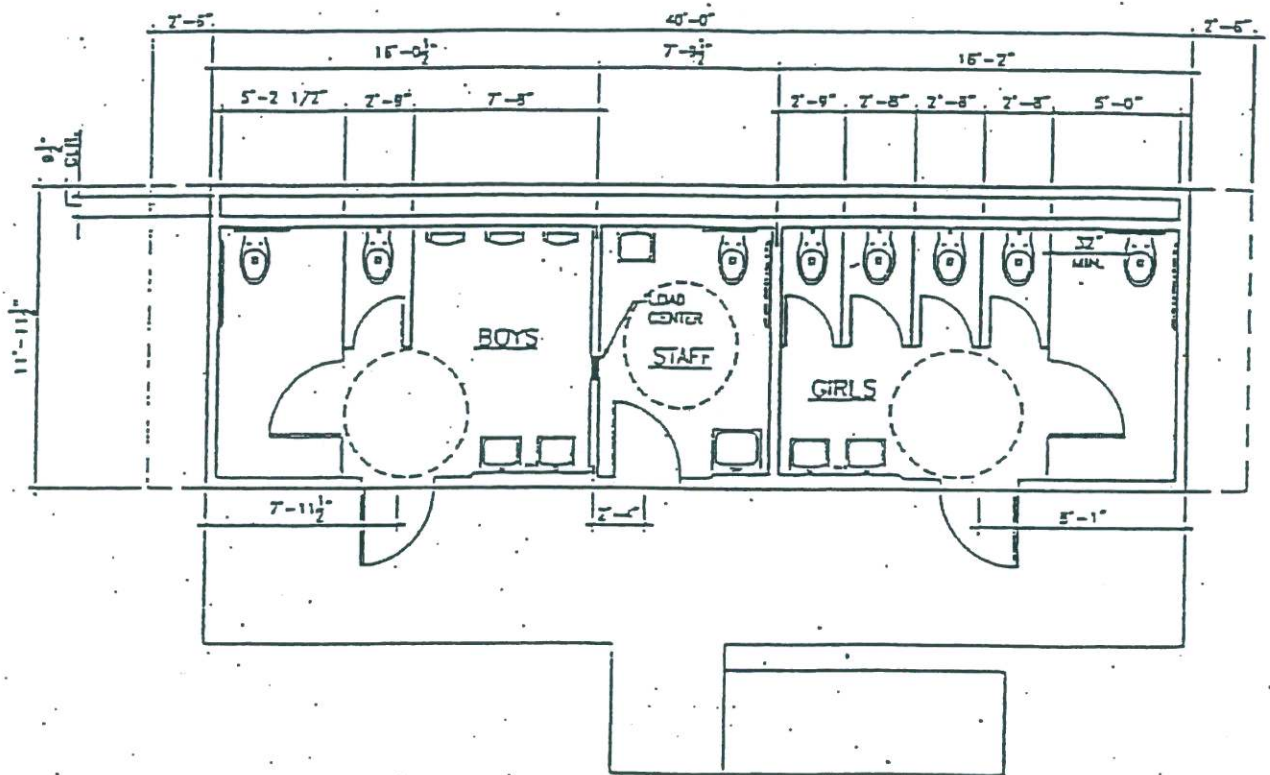
FLOOR PLAN

24 X 40

CLASSROOM

SHEET

REAR



FRONT

FLOOR PLAN RESTROOM

12 X 40 RESTROOM
STUDENT/STAFF

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 1 TO BID FORM

BIDDERS' NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is the _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that 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 or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR

Signature of Officer

Typed Name of Officer

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 2 TO BID FORM

SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, the ARCHITECT, the PROGRAM MANAGER, the CONSTRUCTION MANAGER and all of their respective officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.

Signature of Bidder

Typed Name of Bidder

SUBSCRIBED BEFORE ME on this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 3 TO BID FORM

CERTIFICATION OF COMPLIANCE WITH DVBE POLICY

Bid No.: _____

Project: _____

Policy No.: 3323 Disabled Veteran Business Enterprises

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.
2. At the time of execution of a contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the Contract, so that the District can assess its success at meeting this goal.
3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Adopted by the Board of Education: May 2, 2000

The bidder/contractor agrees to comply with the above District DVBE policy:

Bidder/Contractor: _____

Signature: _____

Date: _____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each Bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to a prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Any information requested by the officer, department, board or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, description of work, and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board or commission for receipt of bids by prime contractors.

- (b) The portion of the work which will be done by each subcontractor.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified and licensed to perform that portion himself per the requirements of the Information for Bidders, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, at its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of
SBCUSD: x x x x x x x x x x Attachment No. 4 to Bid Form

Job Number: x x x x

not more than ten percent (10%) of the amount of the subcontract involved.

Prime Contractors bidding this work shall require, pursuant to Public Contract code article 4108, all subcontractors providing labor and materials in excess of \$100,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All prime contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.

Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractor's own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the DISTRICT..

[illegible]

Title: _____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 5 TO BID FORM

BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, that we _____, as CONTRACTOR/PRINCIPAL and _____, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the CONTRACTOR/PRINCIPAL submitted to the said DISTRICT for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the CONTRACTOR /PRINCIPAL has submitted the accompanying bid dated _____, 20____, for construction of the project known as:

PROJECT NAME

Category No. _____ (where applicable)

NOW THEREFORE, the CONTRACTOR/PRINCIPAL shall not withdraw said bid within ninety (90) calendar days after said opening; and the CONTRACTOR/PRINCIPAL, when given Notice of Award, shall within ten (10) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the CONTRACTOR/PRINCIPAL shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies of the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, CONTRACTOR/PRINCIPAL and Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant

to authority of its governing body.

(Corporate Seal)

CONTRACTOR/PRINCIPAL

By: (Signature)

Print Name

(Corporate Seal)

SURETY

By: (Signature)

Print Name

Title

Address

Telephone No.

(Attach Attorney-in-Fact Certificate)

(Attach All-Purpose Notary Acknowledgment for Surety Signature)

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 6 TO BID FORM

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

GENERAL INFORMATION REQUIRED FROM BIDDER

The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory matter. Such rejection would, if applicable, be based upon the principal that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize, and bidder agrees to provide District with all possible sources of information in assisting District to make its determination, including, but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; bidder's most recent financial statements (unaudited and audited, as requested by District); inquiries to companies and public entities for which the bidder has previously performed work; reference checks and examination of all public records.

The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) public agency customers served within the past three (3) years with requirements similar to the needs of the San Bernardino City Unified School District.

FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

1. Firm name and address:

2. Telephone: _____

3. Type of firm: (Check one)

Individual ____ Partnership ____ Corporation ____ Joint Venture ____

4. Contractor's License: Primary class _____

License No. _____ Expiration Date: _____

Supplemental classifications held, if any, and license number(s) and expiration date(s):

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

5. Have you ever been licensed under a different name or different license number? _____.
If Yes, give name and license number. _____

6. Names and titles of all officers of the firm:

7. Number of years as a contractor in construction work of this type: _____

8. Person who inspected site of the proposed work for your firm:

Name and Title: _____
Date of Inspection: _____

9. How many years experience in school construction work has your organization had?

(a) as a general contractor? _____
(b) as a subcontractor? _____

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety?
If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years?
_____ If Yes, explain: _____

12. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____ If Yes, explain, and provide case name and number:

13. Have you ever failed to complete a project in the last three years? _____ If so, give owner and details:

14. List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three years.

Name

Address

Telephone

_____ (_____) _____

_____ (_____) _____

(_____) _____

15. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the DISTRICT or Architect? _____ If so, please elaborate.

REFER

LIST OF REFERENCES

The following information should contain persons or entities familiar with the Bidder's Work:

1. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Type of Construction Project: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Type of Construction Project: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Type of Construction Project: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, State of _____, City of _____, County of _____.

Signature

Title

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATE REGARDING WORKERS' COMPENSATION

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 the State of California.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
- C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations, a certificate of consent to self-insure against workers' compensation claims which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 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 of the Labor Code.

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

CONTRACTOR

Signature

Printed Name

Official Title

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 2 TO AGREEMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or sale 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 (controlled substances, tobacco and alcohol) 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 or grant be given a copy of the statement required by subdivision (A) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will 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 termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

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

Date: _____

CONTRACTOR NAME

Signature

Printed Name

Official Title

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 3 TO AGREEMENT

**STATEMENT OF INTENT TO MEET
DVBE PARTICIPATION GOAL**

In accordance with Education Code Section 17076.11, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** has a participation goal for disabled veteran business enterprises (DVBE) of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction of new projects or modernization projects and expended each year by the District.

Set forth below is a list of the anticipated participation of DVBEs which _____ (the "Contractor"), intends to use as part of its Agreement for the construction of _____ **(PROJECT NAME)** _____ (the "Project").

Prior to, and as a condition precedent for final payment under the Agreement for the Project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, to show compliance in meeting the District's 3 percent goal.

The Contractor anticipates: (a) that _____ percent of the total dollar amount awarded to the Contractor will be paid to DVBEs and (b) the following DVBE subcontractors and/or suppliers will be used:

Names of DVBE subcontractors: _____

Names of DVBE suppliers: _____

Signature of Contractor

Date

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 4 TO AGREEMENT
FAITHFUL PERFORMANCE BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "DISTRICT") has awarded to _____, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

PROJECT NAME

Category No. _____ (Where Applicable)

(Hereinafter referred to as the "Public Work")

WHEREAS, the work to be performed by the CONTRACTOR/PRINCIPAL is more particularly set forth in that certain contract for the said Public Work dated _____, incorporated herein by this reference; and

WHEREAS, the CONTRACTOR/PRINCIPAL is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR/PRINCIPAL and _____, Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the DISTRICT in the sum of _____ DOLLARS (\$_____) said sum being not less than one hundred percent (100%) of the total amount payable by the said DISTRICT under the terms of the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounded CONTRACTOR/PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the DISTRICT, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to DISTRICT a reasonable attorney's fee to be fixed by the Court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year or longer if required by the Contract Documents after the acceptance of the work by DISTRICT, during which time if CONTRACTOR/PRINCIPAL shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during this period from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR/PRINCIPAL remains.

Whenever CONTRACTOR/PRINCIPAL shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the District's option:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to CONTRACTOR/PRINCIPAL by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the CONTRACTOR/ PRINCIPAL.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the CONTRACTOR/PRINCIPAL.

Surety shall not utilize CONTRACTOR/PRINCIPAL in completing the contract nor shall Surety accept a bid from CONTRACTOR/PRINCIPAL for completion of the work if the DISTRICT, when declaring the CONTRACTOR/PRINCIPAL in default, notifies Surety of the DISTRICT's objection to CONTRACTOR's/PRINCIPAL's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

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

No final settlement between the DISTRICT and the CONTRACTOR/PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

CONTRACTOR/PRINCIPAL and Surety agree that if the DISTRICT is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

CONTRACTOR/PRINCIPAL:

Name

By: _____

Signature: _____

SURETY:

By: _____
Attorney-In-Fact

Signature: _____

The rate of premium on this bond is \$_____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 750 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

STATE OF CALIFORNIA

)

) ss.

COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is subscribed
to the _____ within instrument _____ as the Attorney-In-Fact of the
(Surety) acknowledged to me that he subscribed the name of the
_____(Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

SBCUSD:

Attachment No. 4 to Agreement

Job Number:

4 of 4

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 5 TO AGREEMENT

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (sometimes hereinafter referred to as "DISTRICT") has awarded to _____, (hereinafter designated as the "CONTRACTOR/PRINCIPAL"), an agreement dated _____, for work described as follows:

PROJECT NAME
Category No. _____ (where applicable)

(Hereinafter referred to as the "Contract")

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, pursuant to Section 3247 et seq. of the California Civil Code.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR/PRINCIPAL and _____, Surety, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ **DOLLARS (\$_____)**, said sum being not less than one hundred percent (100%) of the total amount payable by the said DISTRICT under the terms of the said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, said CONTRACTOR/PRINCIPAL, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original CONTRACTOR/ PRINCIPAL or on the part of any obligee named in such bond, but the sole condition of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL:

Name

By: _____

Signature _____

SURETY:

By: _____

Attorney-In-Fact

Signature: _____

IMPORTANT: Surety companies executing Bonds must possess a certification of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 6 TO AGREEMENT

Vendor/Customer Name and Address
(Type or place label here)

Vendor Tax Information
(Substitute Form W-9)

INDIVIDUAL

Name of Individual as it appears
on Social Security Card

Social Security Number (SSN)

Resident of California(Check one)

YES

☐

NO

☐

SOLE PROPRIETOR

Name of Individual Owner

Business Name

Taxpayer Identification Number / SSN

(Use number that income from business will be reported under)

Resident of California(Check one)

YES

☐

NO

☐

PARTNERSHIP

Name of Partnership

Federal Identification Number

Resident of California(Check one)

YES

☐

NO

☐

CORPORATION

Name of Corporation

Federal Identification Number

Qualified to do business in California and/or permanent place of business in California(Check one)

YES

☐

NO

☐

TAX EXEMPT ORGANIZATION/ENTITY

Name of Organization or Entity

Department or Unit, if applicable

Federal Identification Number

Why Are You Tax Exempt?

I hereby certify under penalty of perjury that the information provided on this document is true and correct.

Signature

Title

Date

Tel No.

Failure to furnish correct information and return this form will subject our payment(s) to you to 31% backup withholding per IRS regulations.

Return this Form to:

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

777 North 'F' Street

San Bernardino, CA 92410-3017

Attn: FACILITIES MANAGEMENT DEPT.

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 7 TO AGREEMENT

CERTIFICATION OF NON-UTILIZATION OF ASBESTOS MATERIAL

PROJECT: _____

WE HEREBY CERTIFY THAT NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS HAVE BEEN INCORPORATED OR USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products are defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent (>0.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment shall be settled by electron microscopy; the cost of any such tests being paid by the Contractor.

All work or materials installed by the contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified Asbestos Consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

Subcontractor (if applicable):

General/Prime Contractor:

Name: _____

Name: _____

By: _____

By: _____

Signature _____

Signature: _____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 8 TO AGREEMENT

PRIME/GENERAL CONTRACTOR INFORMATION

Company Name: _____

Mailing Address: _____

Delivery Address, if different: _____

COMPANY CONTACTS

General Correspondence:	_____	Phone: _____
	Name & Title	Fax: _____
Billing & Pay Requests:	_____	Phone: _____
	Name & Title	Fax: _____
Field Issues/Coordination:	_____	Phone: _____
	Name & Title	Fax: _____
Proposal Requests & Change Order Pricing:	_____	Phone: _____
	Name & Title	Fax: _____
Submittals:	_____	Phone: _____
	Name & Title	Fax: _____
RFI's	_____	Phone: _____
	Name & Title	Fax: _____

24-Hour Emergency Contact

Name: _____

Title: _____

Phone #: _____

Cell Phone / Pager #: _____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 9 TO AGREEMENT

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

To: San Bernardino City Unified School District
Facilities Management Department
777 North "F" Street
San Bernardino, California 92410

I hereby certify that I will comply with the State of California Public Works Contract Requirements and Department of Industrial Relations Wage Orders regarding wages, benefits, on site audits with 48-hour notice, payroll records and apprentice and trainee employment requirements.

CONTRACTOR

CONTRACTOR'S PRINCIPAL'S SIGNATURE

DATED

Equal Opportunity Certification

When completed mail to:

San Bernardino City Unified School District
777 N. "F" Street
San Bernardino, CA 92410
(909) 381-1238

Company_____

Address_____

City_____State_____Zip_____

Telephone_____Fax_____

Email_____Number of Employees_____

Please check one of the following categories. This company is:

Minority Owned _____ Woman Owned _____ Disadvantaged _____

Disabled Veteran Owned _____ None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated: _____

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

"By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature_____

Printed Name_____

Title_____

Date_____

PROJECT NAME _____
BID NUMBER _____

ATTACHMENT NO. 10 TO AGREEMENT

GUARANTEE

To: San Bernardino City Unified School District

Project: _____

We hereby guarantee all the work we will perform, install or construct, both labor and materials, on the above Project (whether listed below or not):

(For reference, List Bid #, Bid Package # & Category) _____

and guarantee that such work will be done in accordance with the Project Drawings, Specifications, and other Contract Documents, and that the Work as installed/constructed will fulfill the requirements included in the Contract Documents.

The undersigned agrees to repair or replace, at no cost to the District, any or all of such work, together with any other adjacent work which may be displaced/damaged in connection with such replacement, that may prove to be defective in workmanship or material within the Guarantee Period, ordinary wear and tear and unusual abuse or neglect excepted.

The Guarantee Period shall commence on the date of completion as specified in the Notice of Completion approved by the Board of Education of the San Bernardino City Unified School District and shall continue for the longer of: (a) a period of one (1) year; (b) a period in excess of one (1) year, as specified or required in any Section of the Contract Documents; (c) the duration of a manufacturer's guarantee extending beyond one (1) year.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District of defects requiring correction pursuant to this guarantee, the undersigned authorizes the District to proceed to have said defects repaired/corrected and made good at the expense of the undersigned, which will pay all costs and charges therefore upon demand.

Prime/General Contractor or Subcontractor: _____

Name of Authorized Person to Sign for the above: _____

Signature of Authorized Person: _____

[IF ENTITY ABOVE IS A SUBCONTRACTOR, GENERAL CONTRACTOR MUST ALSO SIGN BELOW]

Prime/General Contractor: _____

Name of Authorized Person to Sign for the above: _____

Signature of Authorized Person: _____

Representative to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

~~ Contractor Certification ~~

Concerning Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District -- "DISTRICT"** and _____
-- **"CONTRACTOR,"** for provision of _____ services:

REQUIREMENTS MET

- A) ☐ The CONTRACTOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

~~O R~~

IMPORTANT NOTICE: IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED.

REQUEST FOR WAIVER

- B) ☐ The CONTRACTOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The CONTRACTOR and its employees will have **NO CONTACT** with pupils. (No school-site services will be provided.)
- ☐ The CONTRACTOR and its employees will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether CONTRACTOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- ☐ The CONTRACTOR and its employees **WILL HAVE OTHER THAN LIMITED CONTACT** with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
-- Check all methods to be used:
- ☐ 1) Installation of a physical barrier at the worksite to limit contact with pupils
- ☐ 2) Continual supervision and monitoring of all employees of the CONTRACTOR by an employee of the CONTRACTOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the CONTRACTOR by school personnel
- ☐ The services provided by the CONTRACTOR are for an **"EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable"** [EC 45125.1(b)]

CERTIFICATION / WAIVER REQUEST BY CONTRACTOR AUTHORIZED AGENT:

Signature Title Date

BOTH APPROVALS BELOW ARE REQUIRED:

Office use only	WAIVER REQUEST:	APPROVED---	<input type="checkbox"/>	DENIED---	<input type="checkbox"/>
	By: _____	Date _____			
	Mohammad Z. Islam, Assistant Superintendent Business Services Division OR other Authorized Agent				
	WAIVER REQUEST:	APPROVED---	<input type="checkbox"/>	DENIED---	<input type="checkbox"/>
	By: _____	Date _____			
	Harold Vollkommer, Assistant Superintendent, Human Resources Division OR other Authorized Agent				



LBOP Registration Form

or fill out online at www.sbcusdfacilities.com



Company Information				Contact Information			
Company Name and Address				Name Title/Position			
				Cell phone - -			
				Office phone - - Fax -			
Corporate Address (if different than local)				E-mail			
				Web Address			
Ownership Type (check type)		Employee Count		Gross Receipts		Small Business Certification (check type, attach documentation)	
<input type="checkbox"/>	Sole proprietor			\$/yr	<input type="checkbox"/> SB <input type="checkbox"/> DVBE <input type="checkbox"/> other: <input type="checkbox"/> none		
<input type="checkbox"/>	Corporation				Name on Certification:		
<input type="checkbox"/>	Partnership						
<input type="checkbox"/>	Nonprofit				Certifying Agency:		
<input type="checkbox"/>	Other:(describe)						
Services, Business Goods (Check all that apply and circle or note specialty)							
<input type="checkbox"/>	Planning	<input type="checkbox"/>	General Contracting (00)	<input type="checkbox"/>	Doors and Windows (08)	<input type="checkbox"/>	Electrical (16)
<input type="checkbox"/>	Architect/Engineering	<input type="checkbox"/>	General Requirement (01)	<input type="checkbox"/>	Finishes (09)	<input type="checkbox"/>	Utilities
<input type="checkbox"/>	Construction Mgmt	<input type="checkbox"/>	Site work (02) Demo/remediation	<input type="checkbox"/>	Specialties (10)	<input type="checkbox"/>	Communications/ IT
<input type="checkbox"/>	Legal	<input type="checkbox"/>	Concrete (03)	<input type="checkbox"/>	Equipment (11)	<input type="checkbox"/>	Landscape/Irrigation
<input type="checkbox"/>	Real Estate/Appraisal/CEQA	<input type="checkbox"/>	Masonry (04)	<input type="checkbox"/>	Furniture (12)	<input type="checkbox"/>	Inspection DSA certified: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IP <input type="checkbox"/> HAZMAT
<input type="checkbox"/>	Administration	<input type="checkbox"/>	Metals (05)	<input type="checkbox"/>	Special Construction (13)	<input type="checkbox"/>	Security
<input type="checkbox"/>	Accounting	<input type="checkbox"/>	Woods and plastics (06)	<input type="checkbox"/>	Conveying systems (14)	<input type="checkbox"/>	OTHER:(specify)
<input type="checkbox"/>	Portable/modular facilities (lease/purchase)	<input type="checkbox"/>	Thermal and moisture (07)	<input type="checkbox"/>	Mechanical (15)	<input type="checkbox"/>	OTHER:(specify)
Business Outreach Profile							
To register your business on district vendor and contractor mailing lists: complete #1 and To qualify as a "local" business: complete #2 and To be designated as an "Ed Friendly" business: complete #3							
1a. All above Registration information filled out: <input type="checkbox"/> Yes b. Receive SBCUSD contract opportunities via: <input type="checkbox"/> USPS <input type="checkbox"/> E-mail <input type="checkbox"/> Fax c. Heard about SBCUSD business outreach program via: <input type="checkbox"/> district contact <input type="checkbox"/> chamber <input type="checkbox"/> trade assoc <input type="checkbox"/> tv <input type="checkbox"/> radio <input type="checkbox"/> newspaper <input type="checkbox"/> mail other: _____							
2. Local Business Identification (check all that apply, specify city, attach documentation i.e. business license) <input type="checkbox"/> local business address <input type="checkbox"/> local resident <input type="checkbox"/> San Bernardino County/City: _____ <input type="checkbox"/> Riverside County/City: _____ <input type="checkbox"/> Non-local County: _____ City: _____							
"Ed Friendly" Designation (check all that apply) <input type="checkbox"/> As a business, support SBCUSD education programs (donate time, talent, treasure) <input type="checkbox"/> Partner/Subcontract with other local businesses who support SBCUSD ed programs <input type="checkbox"/> Interested in learning more about how to become "Ed Friendly"					Contact Name/Tel 		School or Ed Friendly Partner

Mail or Fax to: SBCUSD Facilities Management Department 777 North F Street, San Bernardino, CA 92410
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