

## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that San Bernardino City Unified School District (DISTRICT) invites sealed bids for **Bid #F08-27, Lease and/or Purchase of DSA Approved Relocatable 36'x40' Classrooms Buildings, a project of the Facilities Management Department**, in the San Bernardino City Unified School District, County of San Bernardino, California. Bid Forms, together with required attachments to the Bid Form, ***in a sealed envelope with a copy of the completed required bid cover sheet affixed to the outside of the envelope***, shall be delivered 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 pm, Friday, April 3, 2009***. Bid Forms received within the stipulated time will be promptly opened in public and read aloud at said address. Bid Forms or Attachments thereto received after the stipulated time will be rejected without consideration. ***The DISTRICT will not be responsible for accepting bids not delivered as required herein whether by the bidder or courier/delivery service or for accepting bids sent to any address or location other than that specified herein. All bids submitted must be readily identifiable as bid submissions by the presence of the completed bid cover sheet affixed to the outside of the sealed envelope. Bids delivered in an outer envelope of a courier/delivery service or other envelope without a completed bid cover sheet affixed to the outside must have within the outer envelope, a second sealed envelope containing the bid with the completed bid cover sheet affixed. DISTRICT will not be responsible for timely identifying bids delivered in any envelope which does not have a clearly visible completed bid cover sheet affixed to it. IT IS THE RESPONSIBILITY OF EACH BIDDER TO MAKE CERTAIN THE BID IS DELIVERED ON TIME AT THE SPECIFIED LOCATION AND PLACED IN THE BID BOX.***

**MANDATORY PRE-BID MEETING:** Mandatory 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 at 9:00 a.m., March 20, 2009 in Community Rooms "A" & "B" at the DISTRICT office address noted above. Attendance is mandatory for all vendors who bid.

**OBTAINING BID DOCUMENTS:** Bid documents are available Monday through Friday, 8:00 A.M. to 4:30 P.M. in the Facilities Management Department located at the DISTRICT office, whose address is **777 N. F Street, San Bernardino, CA 92410**; Telephone: **(909) 381-1238**. Bid documents are also available and downloadable at the DISTRICT Facilities Management website: <http://www.sbcusdfacilities.com>

**INFORMATION:** Questions may be directed to the DISTRICT, Attention Susan McKee at (909) 381-1238, Fax (909) 885-4218 or [susan.mckee@sbcusd.k12.ca.us](mailto:susan.mckee@sbcusd.k12.ca.us).

**SCOPE OF WORK:** The ***work under this bid is a project of the Facilities Management Department***. The scope of work shall include but not be limited to: Delivery, installation and set-up of leased and/or purchased units throughout the

DISTRICT. The DISTRICT anticipates leasing up to four (4) units within the coming months, and likely purchases and continuous leases throughout the DISTRICT. Providing electrical, water, sewer, gas, fire alarm and sprinkler point of connections (P.O.C.'s) will be provided under separate contract.

**BID SECURITY:** Each proposal shall be accompanied a cashier's check, certified check or bid bond executed by an admitted surety insurer for ten percent (10%) of the amount of the base bid in the proposal, made payable to the order of the DISTRICT.

**PERFORMANCE AND PAYMENT BONDS:** The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Labor and Material Bond in an amount equal to 100 percent of the Contract sum and a Faithful Performance Bond in an amount equal to 100 percent of the Contract Sum. Said bonds shall be ***on a form acceptable to the DISTRICT*** from an admitted California Surety satisfactory to the DISTRICT and listed in the Federal Register, issued by the Department of Treasury and licensed in California. Said bonds shall remain in full force and effect through the guarantee period. Facsimile of each required bond is appended to the Bidding Documents.

**DVBE PARTICIPATION GOALS:** In accordance with Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the DISTRICT by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT. Prior to, and as a condition precedent for final payment under any contract for such project, the successful bidder(s) 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.

**EXAMINATION OF RECORDS:** Government Code Section 10532 requires that the records of both the DISTRICT and the successful bidder(s) shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment of the contract.

**HAZARDOUS MATERIALS:** Pursuant to Public Contract Code Section 7104, the successful bidder(s) shall agree to the provisions of said section concerning sub-surface hazardous materials. Certification is contained in the Agreement Form.

**LOCAL, SMALL, MINORITY, WOMEN BUSINESS ENTERPRISES:** All local, small, minority, woman and disabled veteran business enterprises are encouraged to participate in this Program. As part of the contractor's good faith effort in supporting the DISTRICT's business outreach program, complete and submit the DISTRICT's Business Outreach Program registration form at [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com). The DISTRICT is using this form to monitor the participation of all local, small, minority, woman and disabled veteran business enterprises in the Facilities Capital Improvement Program as required by the State of California.

**PUBLICATION DATES:**

1 <sup>st</sup> Advertisement	March 12, 2009
2 <sup>nd</sup> Advertisement	March 19, 2009
Pre-Bid Meeting	March 20, 2009, 9:00 a.m. – Conference Rooms A & B, BOE
Bid Opening	April 3, 2009, 2:00 p.m. - Community Room, BOE

**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 DISTRICT, 777 North "F" Street, San Bernardino, CA 92410, not later than 2:00 p.m. on April 3, 2009. 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 DISTRICT, 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 120 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.

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 DISTRICT 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 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 for the base bid (the monthly cost for the relocatables). The unit prices for the other services are considered as options and shall not count towards the basis of award. The DISTRICT shall provide an allowance of \$2,000 (two thousand dollars) per unit for any unforeseen repair or additional work on the units. The aforesaid allowance is strictly for the sole use of the DISTRICT.

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 DISTRICT 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

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 apprentice 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

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 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 (see Attachment 10 to the Bid Form). 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.

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 DISTRICT's 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.

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 twelve (12) months.
41. **LEASE EXTENSION:** After the initial twelve (12) months, 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 five (5) 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 twelve (12) month term, prices may increase annually by **3%** or the then current California Consumer Price Index (CPI) for Inland Empire Region, whichever is lesser.
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. Any additional services shall be authorized in writing by the District before execution.
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.

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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 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 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. PIGGYBACK BID: This is not a piggyback 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.

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

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.

## SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS

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

## SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS

- (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 :

Susan McKee  
Facilities Management Department  
Email: susan.mckee@sbcusd.k12.ca.us  
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, completed for each site.
- 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.
- i. Sample Floor Plan, identified herein as Attachment 9 to Bid Form.
- j. Proposed Unit Locations with site addresses, identified herein as Attachment 10 to the 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.)

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

- 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 each entrance.
- White boards, 16' length.
- Wall Clock, 12" diameter.
- Interior walls, vinyl-covered, tackable wall surface of 1/2" firtex walls.
- Florescent Lights, 18 total, 2' x 4' with T8 ballasts, which are electronic sound rated A. Lighting to meet State of California illumination standards at desk level.
- Prime and paint components, interior and exterior, with DISTRICT standard colors.
- Roof insulation of R30 and wall insulation of R19.
- Two 8' x 4' Windows on same walls as doors, each with two operable panels. Single Pane, Double Strength with 46% grey light.
- Two Exterior Doors, on opposite sides of building, steel hollow metal core, 18 gauge. LCN 4041 (or equal) door closers.
- Two Door Frames of 16 gauge.
- 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 in both instances.
- Gutters and downspouts with bird spikes.
- One 5 lbs fire extinguisher (ABC rating) with date inspection tag, with signage, hung according to floor plan.
- HVAC unit, 4 ton, Wall-mounted, with dusting and registers.
- Room Thermostat, Carrier Debonair 220, Model 33CS220-01 or equal.
- Minimum floor load 50 lbs per square foot.
- Hospital type curtain system to enclose two sides of 10' x10' area.
- Toilet room, 8' x 10', accessible, with toilet, sink and accessories. Exhaust fan, door frame, door with privacy lock included.
- Water Heater, 3 gallon electric, for sink.

**ADDITIONAL SPECIFICATIONS**

1. The DISTRICT requires standard open floor plan units per the requirements in the Classroom Specifications, herein above (also see Attachment 9 to the Bid Form).
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 B (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. All units may be new or used. Bidder shall provide prices for the different units.
5. The DISTRICT requires “to be plumbed” (not requiring pumping services) restrooms.
6. ~~B~~Bidders shall identify the prices for the first initial twelve months with annual price increases for the additional four (4) year term (Option term), should the DISTRICT choose to extend. See Paragraph 41: Lease Extension.
7. Bidders shall provide separate prices for the purchased and leased units.
8. The purchase and lease prices shall include the charge for delivery, setup, and installation.
9. The basis of the award is on the overall lowest responsible bidder for the base bid. The unit prices for the other services are considered options and do not count towards the basis of award.
10. The DISTRICT shall provide janitorial and custodial services for the relocatable buildings. The successful bidder shall be 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.
11. Locations and configuration of the entrance and exit doors and windows shall be provided by the DISTRICT under the Assignment of Projects (Work Order).

## **SBCUSD FACILITIES BID F08-27 RELOCATABLE 36X40 CLASSROOM BUILDINGS**

12. The towel roll, soap and toilet paper dispensers shall conform to DISTRICT's standards, and shall be provided by the DISTRICT upon award of the contract.
13. All doors shall be keyed to DISTRICT standards.
14. Site restoration upon removal of building is DISTRICT's responsibility.
15. Prior to dismantling and removal of sites, the District representative, the Inspector of Record and a representative of the successful bidder shall be required to conduct a walk-through of the leased units. Written report and photographs of the conditions of the units shall be provided by the Inspector of Record to the District for record keeping of the existing conditions of the units.
16. There is an expected wear and tear of a normal use of the leased units (e.g. dirty carpets) and the District is not expected to pay for the clean-up expenses of the leased units at removal.

Bid No. F08-27  
**Pricing Matrix**  
for Relocatable 36' x 40' Classroom Buildings

**GROUP A**

Line	<b>DSA Building Category, Single Story, Open Floor plan<sup>1</sup></b> <small>Includes delivery, set-up and installation charges</small>	Purchase	Lease Rate for Monthly Payment up to 12 months term		Lease Rate for Monthly Payment up to 24 months term		Lease Rate for Monthly Payment up to 36 months term		Lease Rate for Monthly Payment up to 48 months term	
		New	New	Used	New	Used	New	Used	New	Used
1.	<b>36' x 40' Classroom</b>  <small>Includes delivery, set-up and installation charges; Wood foundations</small>									
2.	<b>Annual increase of 3% or the CPI, whichever is lesser</b>  <small>(See Section 41: Lease Extension of the bid documents)</small>	N/A	N/A		3%		3%		3%	
	<b>Total Base Bid</b>									

Pricing Matrix for Other Services  
**GROUP B**

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.	Security Screen Windows**				
6.	Reinforced doors ***				
7.	Reinforced Locks***				
8.	Security Bars for doors				
9	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

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

**BID COVER SHEET**

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.

**BID NO.:**

**F08 - 27**

**BID DUE:**

**Friday, April 3, 2009 @ 2:00 p.m.**

**PROJECT NAME:**

**Relocatable 36x40' Classroom Buildings**

**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**
- ☐ **6 - Bidder References & Responsibility Information**
- ☐ **7 - Equal Opportunity Certification**
- ☐ **8 - LBOP Registration Form**
- ☐ **9 - Sample Floor Plan**
- ☐ **10 - Proposed Unit Locations with Site Addresses**

**SUBMIT BID TO:**

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



PROJECT NAME Relocatable 36x40' Classroom Buildings  
BID NUMBER F08-27

**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 Relocatable 36x40' Classroom Buildings  
BID NUMBER F08-27

**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** Relocatable 36x40' Classroom Buildings  
**BID NUMBER** F08-27

**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 Relocatable 36x40' Classroom Buildings  
BID NUMBER F08-27

## 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

Attachment No. 4 to Bid Form

Job Number: x x x x

1 of 3

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: \_\_\_\_\_

ATTACHMENT NO. 5 TO BID FORM

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_

and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto the \_\_\_\_\_

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter called the "District," in

the sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
\_\_\_\_\_

for the payment of which sum, will and truly to be made, we hereby jointly and severally bind ourselves, heirs, executors, administrators, successors, and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the:

**Bid F08-27**

**Relocatable 36x40' Classroom Buildings**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded and contract upon said Proposal and shall, within the number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bonds, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents, this bond will be charged with the costs of the damages experienced by the owner as a result of such refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above bounded 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.

In presence of:

\_\_\_\_\_  
(Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

Address

\_\_\_\_\_  
(Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_Address

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

by \_\_\_\_\_  
(Affix Corporate  
Seal)

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

by

Seal)

\_\_\_\_\_  
(Affix Corporate

The rate of premium of this bond is \_\_\_\_\_ per thousand.  
Total amount of premium charges, \$  
(The above must be filled in by corporate surety.)

PROJECT NAME Relocatable 36x40' Classroom Buildings  
BID NUMBER F08-27

**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:

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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.

\_\_\_\_\_

\_\_\_\_\_

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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:

---

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

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

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	(_____) _____
_____	_____	(_____) _____

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.

---

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<b>REFERENCE INFORMATION REQUIRED FROM BIDDER</b>
---

**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

ATTACHMENT NO. 7 TO BID FORM

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\_\_\_\_\_



## ATTACHMENT 8 TO BID FORM

www.sbcusdfacilities.com

**BUILDING SCHOOLS.  
BUILDING EDUCATION.  
BUILDING OPPORTUNITIES.**  
SBCUSD LOCAL BUSINESS OUTREACH PROGRAM

**SBCUSD BUSINESS OUTREACH REGISTRATION**

Company Information		RFP/BID Contact Information	
Company Name		Name	Title/Position
Address		Cell phone	- -
		Office phone	- - Fax - -
City		E-mail	
State	Zip	Web Address	

Ownership Type (check type)	Firm Size	License(s)	Disadvantaged Business Certification (check all that apply)
<input type="checkbox"/> Sole proprietor	Gross \$/yr	<input type="checkbox"/> A – Gen Engrg	<input type="checkbox"/> Small Business Enterprise (SBE)
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B – Gen Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)
<input type="checkbox"/> Partnership		<input type="checkbox"/> C - Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)
<input type="checkbox"/> Nonprofit		C#’s:	<input type="checkbox"/> Woman-owned Business Enterprise (WBE)
<input type="checkbox"/> Other:(describe)			<input type="checkbox"/> Other:

**Services, Business Goods (CSI divisions per MasterFormat 2004)**

<input type="checkbox"/> Architecture	<input type="checkbox"/> Electronic Safety and Security (28)	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Plumbing (22)
<input type="checkbox"/> Communications/ IT (27)	<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC (23)	<input type="checkbox"/> Portable/Mod Facilities
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Environmental (02)	<input type="checkbox"/> Inspection (01)	<input type="checkbox"/> Real Estate, Appraisal, Property Management
<input type="checkbox"/> Construction Mgmt	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Labor Compliance	<input type="checkbox"/> Special Construction (13)
<input type="checkbox"/> Conveying systems (14)	<input type="checkbox"/> Exterior Improvements (incl landscape/irr) (32)	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties (10)
<input type="checkbox"/> Demo/Remediation(02)	<input type="checkbox"/> Financial	<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Surveying (02)
<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Thermal and Moisture (07)
<input type="checkbox"/> Earthwork (31)	<input type="checkbox"/> Fire Suppression (21)	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities (33)
<input type="checkbox"/> Electrical (26)	<input type="checkbox"/> Furnishings (12)	<input type="checkbox"/> Plan Room	<input type="checkbox"/> Woods and Plastics (06)

**Business Outreach Profile**

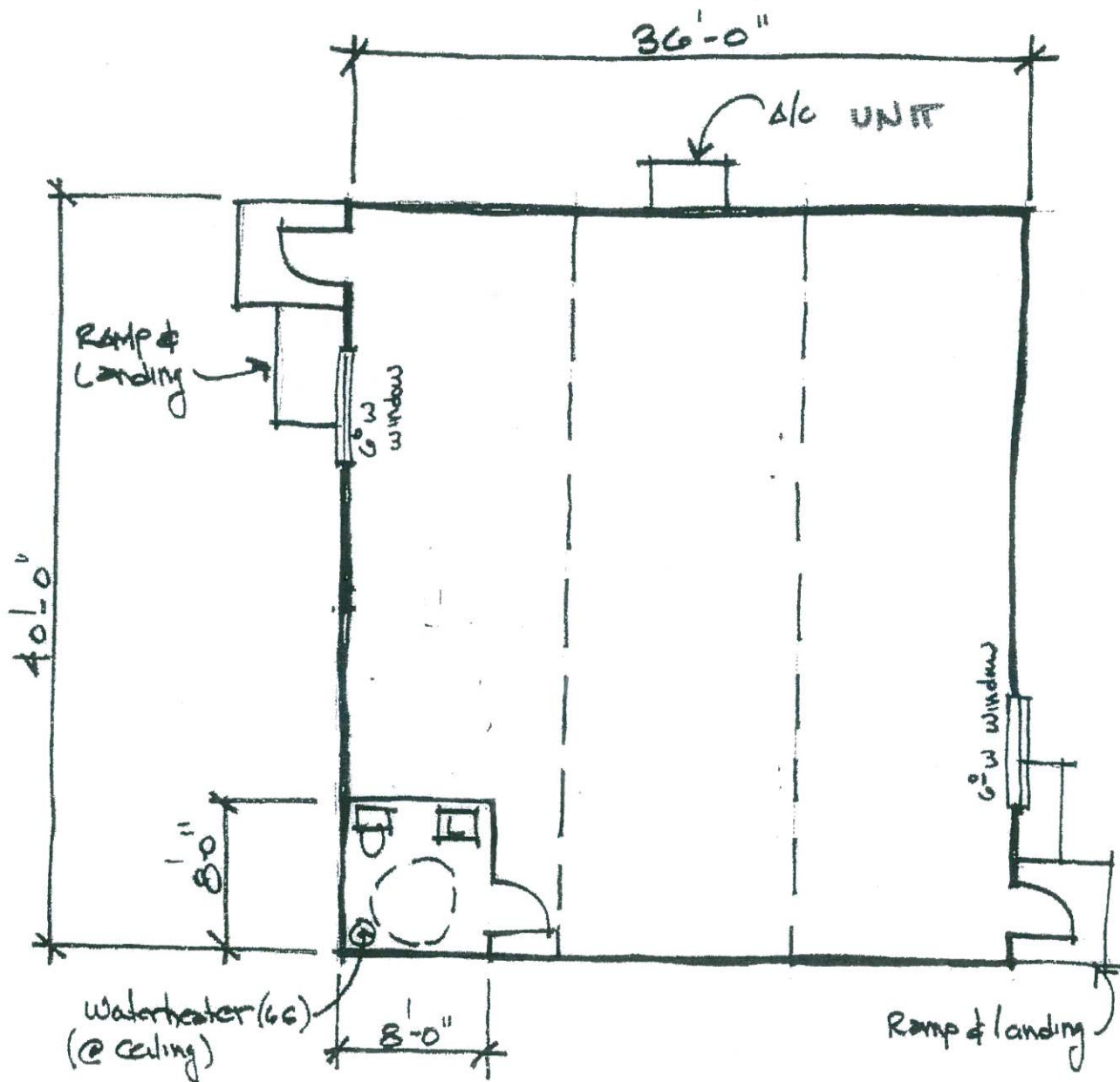
<b>1a. Receive SBCUSD contract opportunities via:</b> <input type="checkbox"/> USPS <input type="checkbox"/> fax <input type="checkbox"/> e-mail (as listed above in Contact Information)		
<b>b. Heard about SBCUSD business outreach program via:</b> <input type="checkbox"/> district <input type="checkbox"/> chamber <input type="checkbox"/> trade assoc <input type="checkbox"/> plan room <input type="checkbox"/> newspaper <input type="checkbox"/> mail <input type="checkbox"/> other:		
<b>2. Local Business Identification</b> (check all that apply, specify city, attach documentation i.e. business license) <input type="checkbox"/> San Bernardino County/City: <input type="checkbox"/> Riverside County/City: <input type="checkbox"/> Non-local County: City:		
<b>3. “Ed Friendly” Designation</b> (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”	<b>Contact Name/Tel</b> 	<b>School or Ed Friendly Partner</b> 

LBOP FORM – rev 2008

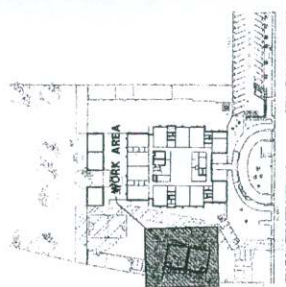
**VIEW VENDOR OPPORTUNITIES AT: [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com)**


mail or fax form to: SBCUSD Facilities Management Team  
 777 North F Street, San Bernardino, CA 92410  
 Tel (909) 381-1238 Fax (909) 885-4218

SBCUSD BID FOB.27  
ATTACHMENT 9  
SAMPLE FLOOR PLAN



## NOTES



Conditional Seal 	Agency Approval  	FILE # 38-45	Project Title SAN JUAN RIVER SCHOOL DISTRICT ANDERSON ELEMENTARY SCHOOL INTERIM HOUSING PORTABLES	(S) BMC ARCHITECTS No. Blank Form / Submittals Date	Drawing Title INTERIM HOUSING GRADING PLAN	Project No. 385-113 Scale AS NOTED Drawing No. _____ Revision No. _____ Date 7/26/68	Designer Drawn by Checked by Approved by Date	State Drawing No. _____ Revision No. _____ Date	C100 Sheet of



**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 36 x 40 CLASSROOM 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 F08-27**. 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 and B) submitted with the bid documents for the relocatable buildings purchased and/or leased from Vendor by the District. The DISTRICT shall provide an allowance of \$2,000 (two thousand dollars) per unit for any unforeseen repair or additional work on the units. The aforesaid allowance is strictly for the sole use of 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 F08-27**; (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: TERMINATION OF THE AGREEMENT:** The DISTRICT may, by written notice to the VENDOR, terminate the whole or any part of this Agreement or any AOP hereunder or any portion thereof at any time and without cause by giving written notice to the VENDOR of such termination, and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. Upon termination, the VENDOR shall be compensated by the DISTRICT only for those services that have been adequately rendered to the DISTRICT (as determined by the DISTRICT) up to the effective date of termination, and the VENDOR shall not be entitled to further compensation.

Both parties may terminate this contract with thirty days advance notice to the other party.

**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 13 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 (if any)  
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

Chief Business and Financial Officer  
Title

\_\_\_\_\_  
Title

(909) 381-1164  
Area Code & Telephone Number

\_\_\_\_\_  
Area Code & Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Official Seal of the Bidder