SBCUSD

Facilities Management Department WEED ABATEMENT SERVICES BID #F09-05 October 8, 2009

BID INSTRUCTIONS AND CONDITIONS

Sealed bids must be delivered to the San Bernardino City Unified School District, Purchasing Department, Bid Box, 777 North F Street, San Bernardino, CA 92410 no later than 2:00 PM on October 27, 2009.

The opening of bids will be held at San Bernardino City Unified School District, Conference Rooms A & B, 777 North F Street, San Bernardino, CA 92410 on October 27, 2009 at 2:00 PM.

Companies interested in bidding can obtain copies of bid documents and specifications at the District's web site: http://www.sbcusd.com under the "Requests for Proposal" link; or by contacting the Facilities Management Department, Susan McKee at Susan.McKee@sbcusd.com or (909) 388-6100.

A non-mandatory prebid meeting will be held at San Bernardino City Unified School District, Conference Room G, 777 North F Street, San Bernardino, CA 92410 on October 16, 2009 at 3:00 p.m. All contractors bidding the contract are encouraged to attend.

The bid documents require that all bidders certify that they have visited the sites and are familiar with the sites prior to bidding. Site visit certification forms and Tract maps of the locations to be visited are included in the bid documents.

This District has a 3% Disabled Veterans Business Enterprise participation goal. All business enterprises are encouraged to participate in this Program.

The District requests all bidders to complete and submit a Facilities Vendor Registration form for the District's Local Business Outreach Program that is included in the bid package.

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

No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids.

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

Below is the timeline:

1 st Advertisement of bids	.October 8, 2009
2 nd week of advertisement of bids	October 15, 2009
Pre-Bid Meeting at 3:00 p.m	October 16, 2009
Bid Opening Date at 2:00 p.m.	.October 27, 2009
Estimated Board approval	November 17, 2009
Estimated issuance of Notice to Proceed	November 18, 2009

- SCOPE OF WORK: The District is in need of weed abatement services for any and all district-owned properties including newly acquired parcels which consist of single parcels, vacant residential and commercial properties and large vacant tracts totaling at least 150 acres. A partial list of properties is included herein with approximate acreage and tract maps attached (Exhibit I – Attachment 9).
- 2. <u>SUBMITTING BIDS</u>: All bids shall be made on a **BID FORMS A and B** (included herein on pages 13 and 14) as furnished by the DISTRICT. <u>Bid Forms, together with all required attachments to the Bid Form, shall be submitted to the DISTRICT and placed in the **Bid Box** in the **Purchasing Department** of San Bernardino City Unified School DISTRICT, 777 North "F" Street, San Bernardino, CA 92410, not later than 2:00 p.m. on October 27, 2009. All bids shall be submitted in sealed envelopes bearing on the outside the completed Bid Cover Sheet form (attached) containing the name of the Bidder, address of the Bidder, the bid number, and the date/time specified for the public opening. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered.</u>

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. <u>SIGNATURE</u>: Any signature required on the Bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.
- 3. <u>BID RESPONSE DEADLINE</u>: 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. <u>BID WITHDRAWAL</u>: Prior to the bid opening date and time, a bid may be withdrawn at the bidders' request. Submitted bids may not be withdrawn by the bidder for a period of sixty (60) days after the bid opening.
- 5. <u>CORRECTIONS</u>: All prices and notations shall be typewritten or in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initialed in ink by the person signing the bid. Bidders are cautioned to review bids before submission. Where there is a conflict between words and figures, words will govern. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.
- 6. <u>TERM OF THE AGREEMENT</u>: The successful bidder is expected to execute an Agreement The term of the Agreement will commence upon Board approval, and shall continue for two (2) years with the District option of additional three (3) one-year extensions.

- 7. <u>EXTENSION OF TIME</u>: After the completion of the two (2) years of the Agreement, the District, at its sole discretion, may elect to proceed with a new procurement for weed abatement services, or extend the existing term of the agreement.
- 8. <u>REQUESTS FOR INFORMATION, ADDENDUM</u>: 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.
 - Requests for information or to amend any part of this bid must be submitted in writing to the district contact for this bid by October 19, 2009, in order to allow adequate time for District response.
- Any clarifications or corrections to the bid shall be made by written amendment posted on or before October 21, 2009 to the District website at http://www.sbcusd.com under the "Request for Proposal" link; Each Bidder is solely responsible for checking the website for amendment postings.
- 10. <u>BID MODIFICATIONS/QUALIFICATIONS BY BIDDER</u>: 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.
- 11. 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.
- 12. <u>ACCEPTANCE</u>: Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The right is reserved to reject any and all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. The District will be the sole judge of the merit and qualifications of the materials offered, and will accept the bid deemed to be in the best interest of the District. The award of this bid will be made to the overall lowest responsible bidder in all groups.
- 13. <u>TIE BIDS</u>: Whenever bids are equal, preference shall be given to firms located within the School District boundaries and/or firms with whom the District has satisfactory business relationships.
- 14. <u>BID EVALUATION CLARIFICATION</u>: 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.
- 15. <u>AWARD OF BID</u>: The award of this bid will be made to the overall lowest responsible bidder based on the Bid Form B Table 2 Weed Abatement Basis of Award (Extended Unit Prices). Only those items 1-5 identified in the table will be used to calculate the basis of award.

This is only an estimate of the quantities anticipated by the District for these services to establish the low bidder. This bid implies no obligation by the District to purchase weed abatement services 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.

The District will select one firm to perform these services and will award master service agreement to the selected firm with an initial two year base term and three one-year extensions to be renewed at the District's discretion. Upon award of the master service agreement and as the District identifies properties which require weed abatement services, a work order called an Assignment of Project ("AOP") will be issued by the District. The AOP will show a total not-to-exceed cost and line items that specify the services to be provided by the Consultant. The District anticipates issuing numerous AOP's in order to meet the overall needs of its Facilities Capital Improvement Program.

- 16. <u>REJECTION OF BIDS</u>: 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.
- 17. <u>FILING OF BID PROTESTS</u>: Bidders may file a "protest" of a contract award with the DISTRICT 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) business 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.

18. <u>COMMUNICATION OF AWARD</u>: Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.

19. <u>COMPETENCY OF BIDDERS</u>: In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the contracts. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "Bidder's References and Responsibility Information" (Attachment No. 5 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.

20. 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; certify visits to the current list of sites below and per locations of Attachment 9 to the Bid form; 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.

Weed Abatement Sites*

	Site and General Vicinity	Acres (approx)	Type of Abatement
1	Alessandro II – Western and Baseline, SB	14	Field, Around Buildings
2	Burbank II – Waterman and Rialto, SB	10	Field, Around Buildings
3	New High School #8 – Del Rosa Dr and 6 th , SB (includes Old Curtis MS tract)	65	Field, Around Buildings
4	Highland Cypress – Central Av and Crest, Highland	3	Field
5	Lincoln II – Mountain View and 8 th , SB	13	Field, Around Buildings
6	Little Mountain – Little Mountain and 48 th , SB	6	Field
7	Middle College – Mt Vernon and Esperanza, SB	6	Field, Around Buildings
8	Roosevelt II – Mt Vernon and Magnolia, SB	14	Field, Around Buildings
9	Wilson II – F Street and 26 th , SB	8	Field, Around Buildings
10	Other sites	varies	varies

TOTAL APPROXIMATE ACRES: 139

^{*}subject to change

- 21. 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.
- 22. <u>SUBSTITUTIONS</u>: 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.
- 23. <u>QUALITY</u>: 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.
- 24. <u>DEFECTS AND COMPLIANCE</u>: 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 Bidder.

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

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

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

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

25. <u>PATENT INFRINGEMENTS</u>: The successful bidder shall hold the San Bernardino City Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.

- 26. <u>HOLD HARMLESS AND INDEMNIFICATION</u>: The successful bidder shall indemnify and hold harmless the District, its governing board, officers, agents, volunteers and employees as set forth in the Agreement.
- 27. CONSTRUCTION: It is understood that the bidder agrees to deliver all items on which bids are accepted to the District addresses indicated in the bid package. The bidder shall be responsible for all costs of the weed abatement services to locations within the District as specified in this bid and/or in the instructions on each duly issued purchase order. The District, at its sole discretion and without invalidating the reminder of any order, reserves the right to reject any work deemed defective by the District or any work which may fail to comply with the specifications in the bid documents.
- 28. <u>NON-BIDDERS</u>: If a bid is not made, potential bidders are asked to notify the District if they wish to remain on the mailing list.
- 29. <u>LEGAL REQUIREMENTS</u>: 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 city business license(s) and permit(s) from City Clerk Offices. It is the vendor's total responsibility to determine such specific details of said requirements with the City of San Bernardino and the City of Highland.
- 30. <u>PREVAILING WAGE REQUIREMENTS</u>: All bidders are required to comply with and be bound by all applicable general prevailing rates of per diem wages as determined by the California Director of Industrial Relations for Landscape Maintenance Laborer.
- 31. <u>SAFETY REGULATIONS</u>: All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations
- 32. <u>AFFIRMATIVE ACTION</u>: 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. 6 to the Bid Form) must be completed and returned it with bid.

- 33. <u>TERMINATION FOR CONVENIENCE</u>: The District may terminate this contract, in whole or in part, at any time by written notice to the vendor without cause.
- 34. <u>ALTERNATE SOURCES</u>: 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.
- 35. <u>UNIT PRICES</u>: Pricing shall be per weed abatement unit as specified on Bid Form A, included herein. The pricing per unit shall include all costs and shall be performed in accordance with Construction and Prevailing Wage Requirements paragraphs herein.

36. <u>SPECIFICATIONS</u>: As per San Bernardino City Ordinance and District requirements and the Scope of Work (Exhibit J - attachment 10), abatement shall consist of weeds, debris (including abandoned personal property), litter, sagebrush, chaparral, brush, dry vegetation or vegetation which attains such extensive growth as to become a fire menace when dry, poison oak or poison ivy or other plants which are noxious or dangerous.

All flammable vegetation shall be cut to a minimum height of two inches or below.

No herbicides or other potentially toxic weed abating chemical controls will be used.

Potentially hazardous and toxic materials and containers, if found, are not to be disturbed for future removal by the District.

Asphalt and concrete are to remain on site, for future removal by the District.

Mature trees are to remain on site, for future removal by the District.

Start times at sites are per San Bernardino City Ordinance.

If vagrants or unauthorized occupants are encountered, contact the San Bernardino School Police Department to facilitate removal.

All sites are within San Bernardino Municipal Water District and contractor is responsible for its own water.

No long term storage is available; however, equipment may be kept on site during the course of the job at the contractor's own risk.

Contractor will be required to comply with all requirements of the city of San Bernardino for the scope of work required.

The District shall be the sole judge as to whether the successful bidder meets the Districts requirements and specifications. Product information sheets (ex: literature, specifications, drawings) may be submitted with bid.

- 37. <u>BID QUANTITIES</u>: The quantities listed herein are the District's estimates used for the purposes of evaluating bids. The District makes no guarantees as to the quantity indicated herein over the term of this procurement and the District may withdraw a line item herein or the entire bid.
- 38. FUNDS: Purchase or lease of product is contingent upon availability of funds to the District.
- 39. <u>PRICE DECREASES</u>: 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.
- 40. <u>INVOICES</u>: Invoices must be prepared separately for each by project site and clearly itemized by each parcel within the site where the work is performed with the quantity of weed abatements and associated unit prices, and a reference to the authorizing District purchase order number.
- 41. <u>LAWS</u>: All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on items provided in this bid shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This bid is governed by and construed in accordance with the laws of the State of California.

Each and every provision of law and clause required by law to be inserted in this bid shall be deemed to be inserted herein and the bid shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the bid shall forthwith be physically amended to make such insertion or correction.

The bidder and the District agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the bid shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go to the heart of the bid, the bid shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

- 42. <u>VENDOR APPLICATION</u>: Each bidder shall be required to complete the Vendor Tax Form (Exhibit H Attachment 8) included with these bid documents.
- 43. FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION: This bid is subject to the provisions of Education Code Section 45125.1. Bidder's/ Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site.

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

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

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

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

44. INSURANCE 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. Workers Compensation (WC) shall also be provided unless exempted as outlined below.

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".

The successful bidder shall take out, prior to commencing the work, and maintain, during the life of this Agreement, insurance with the limits as shown below. The successful bidder shall require all subcontractors, whether primary or secondary, to take out and maintain insurance in accordance with the limits shown below.

- (i) Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than: \$1,000,000.00 and subject to the same limit for each person on account of one accident, in an amount not less than: \$1,000,000.00.
- (ii) Property Damage Insurance in an amount not less than: \$1,000,000.00

<u>Insurance Covering Special Hazards</u>: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

- (iii) Automotive and truck where operated in amounts as above
- (iv) Material hoist where used in amounts as above

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.

45. 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.

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46. <u>DISTRICT CONTACT</u>: All contact with the District regarding this bid shall be made through the District's representative, unless otherwise authorized by the District:

Susan McKee Business Outreach Manager Facilities Management Department 956 West 9th Street, San Bernardino, CA 92411 Email: susan.mckee@sbcusd.com

Tel: 909-388-6100 Fax: 909-885-9991

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 Forms:

- a. Bidder's Non-Collusion Affidavit, as required by Public Contract Code, Section 7106, identified herein as Attachment No. 1 to Bid Forms.
- b. Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.
- c. Certification of Compliance with DVBE Policy, identified herein as Attachment No. 3 to Bid Forms.
- d. Proposed Subcontractors, identified herein as Attachment No. 4 to Bid Forms.
- e. Bidder References and Responsibility Information, identified herein as Attachment No. 5 to Bid Forms.
- f. Equal Opportunity Certification, identified herein as Attachment No. 6 to Bid Forms.
- g. Local Business Outreach Program (LBOP) Form identified herein as Attachment No.7 to Bid Forms.
- h. Vendor Tax Information (Substitute W-9) Form identified herein as Attachment No. 8 to Bid Forms.
- i. Tract Maps of District properties requiring weed abatement services identified herein as Attachment No. 9 to Bid Forms
- j. Scope of Work of weed abatement services identified here in as Attachment 10 to Bid Forms

Bid Form A (Unit Prices)

BID:	F09-05 WEED ABATEMENT SERVICES
CONTRACTOR:	
DATE:	
SIGNATURE:	

Table 1 - Unit Price Bids			
(1) Item #	(2) Item Description	(3) Quantity Unit	(4) Unit Price
А	Handwork around buildings and structures	\$/per hour	\$
B.1	Tractor work (discing fields)	\$/per acre	\$
B.2	Tractor work (cutting/mowing fields)	\$/per acre	\$
С	Hauling – One 40 Cubic Yard Dumpster (Includes all fees: dumpster delivery, dumpster removal, hauling dumpster to landfill site and any applicable dumping fees)	\$/per dumpster	\$
D	Hauling – One 20 Cubic Yard Dumpster (Includes all fees: dumpster delivery, dumpster removal, hauling dumpster to landfill site and any applicable dumping fees)	\$/per dumpster	*
E	Hauling – Truck Hauling Loads with a load range between 2 - 8 Cubic Yard (Includes truck, hauling to landfill site and any applicable dumping fees)	\$/per load	\$
F*	Other:	(Specify Unit)	\$
G*	Other:	(Specify Unit)	\$

^{*}Line Items F and G Other for listing additional work, services, quantities and unit prices needed to perform weed abate and clean-up scope of work not identified in items A-E for said properties. Bidders may add as many "other" lines as needed.

Bid Form B

(Basis of Award)

BID:	F09-05 WEED ABATEMENT SERVICES
CONTRACTOR:	
DATE:	
SIGNATURE:	

(a) Item #	(b) Item Description	(c) Quantity	(d) Unit Price	(e) = (c) x (d) Extended Price (\$)
1	Handwork around buildings and structures	650 hours	Per hour	\$
2a	Tractor work (discing fields)	530 acres	Per acre	\$
2b	Tractor work (mowing/cutting fields)	530 acres	Per acre	\$
3	Hauling – One 40 Cubic Yard Dumpster (Includes all fees: dumpster delivery, dumpster removal, hauling dumpster to landfill site and any applicable dumping fees)	30 dumpsters	Per dumpster	\$
4	Hauling – One 20 Cubic Yard Dumpster (Includes all fees: dumpster delivery, dumpster removal, hauling dumpster to landfill site and any applicable dumping fees)	15 dumpsters	Per dumpster	\$
5	Hauling – Truck Hauling Loads with a load range between 2 - 8 Cubic Yard (Includes truck, hauling to landfill site and any applicable dumping fees)	40 loads	Per load	\$

1. Bid Form, Table 2 – Weed Abatement Basis of Award: only those items 1-5 identified in this table will be used to calculate the total bid for basis of award

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that **San Bernardino City Unified School District** invites sealed bids for **Bid #F09-05 Weed Abatement Services**, a project of the Facilities Management Department, in the **San Bernardino City Unified School District**, County of San Bernardino, California. The District is in need of weed abatement services for district-owned properties. Properties consist of single parcels, vacant residential and commercial properties and large vacant tracts totaling at least 150 acres with an estimated 2 year base term contract value up to \$400,000. The District anticipates the need for weed abatement services to start November 2009.

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, Tuesday, October 27, 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.

PREBID MEETING: A non-mandatory prebid meeting will be held Friday, October 16, 2009 at 3:00 pm, Conference Rooms A&B, at the Board of Education Building, San Bernardino City Unified School District, located at 777 North F Street, San Bernardino, CA 92410. All contractors bidding the contract are encouraged to attend.

INSPECTION OF PROJECT SITES: The bid documents require that all bidders certify that they have visited the sites and are familiar with the sites prior to bidding. Tract maps of the locations to be visited are included in the bid documents.

BID DOCUMENTS: Bid documents and forms, including tract maps of site visit locations, are available by e-mail, in person at the address below, or from the Facilities web site: www.sbcusdfacilities.com under the "Requests for Proposal" link. For additional information, comments and questions, contact:

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT Facilities/Maintenance & Operations 956 W 9th Street San Bernardino, California 92411 Tel: 909-388-6100 susan.mckee@sbcusd.k12.ca.us

PROJECT NAME	
BID NUMBER	

ATTACHMENT NO. 1 TO BID FORM

BIDDERS' NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

State of California)	
County of) ss. _)	
	, being first duly sworn, deposes and say	's that he or
undisclosed person, partnership, or genuine and not collusive or sham; any other bidder to put in a false or connived or agreed with any bidder from bidding; that the bidder has r communication or conference with fix any overhead, profit, or cost ele any advantage against the public be contract, that all statements conta directly or indirectly, submitted his thereof, or divulged information or	at the bid is not made in the interest of, or on behompany, association, organization or corporation; that the bidder has not directly or indirectly induced sham bid, and has not directly or indirectly colluded, or or anyone else to put in a sham bid or that anyone shout in any manner, directly or indirectly, sought by anyone to fix the bid price of the bidder or any other lement of the bid price, or of that of any other bidder or ody awarding the contract of anyone interested in the ained in the bid are true; and, further, that the bidder or her bid price or any breakdown thereof, or the data relative thereto, or paid, and will not pay, any association, organization, bid depository, or to any sive or sham bid.	at the bid is or solicited conspired, shall refrain agreement, bidder or to recure proposed er has not, recontents of fee to any
	CONTRACTOR	
	Signature of Officer	
	Typed Name of Officer	
Subscribed and sworn to (or affirm 20	med) before me this day of	,
Notary Public		
My Commission Expires:		

SBCUSD: x x x x x x x x

Attachment No. 1 to Bid Form

Job Number: x x x x 1 of 1

PROJECT NAME	
BID NUMBER	

ATTACHMENT NO. 2 TO BID FORM

SITE VISIT CERTIFICATION

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

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

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

Signature of Bidder		
Typed Name of Bidder		
SUBSCRIBED BEFORE ME on this	day of	, 20
Notary Public		
My Commission Expires:		

SBCUSD: x x x x x x x x x Attachment No. 2 to Bid Form

PROJECT NAME	
BID NUMBER	

ATTACHMENT NO. 3 TO BID FORM

CERTIFICATION OF COMPLIANCE WITH DVBE POLICY

Bid No	D.:	
Projed	ot:	
Policy	No.: <u>3323</u>	_ Disabled Veteran Business Enterprises
		and/or modernization of school facilities which are Board shall include the following language:
1.	Disabled Veteran Business Enterpr amount of funds allocated to the Dist	ection 17076.11, this Board has a participation goal for ises of three percent, per year, of the overall dollar rict by the State Allocation Board pursuant to the Leroy 998 for construction or modernization and expended
2.	of anticipated participation of Disable to, and as a condition for final payme shall provide appropriate documen	, the Contractor will provide a statement to the District ded Veteran Business Enterprises in the contract. Prior ent under any contract for such project, the Contractor tation to the District identifying the amount paid to ses in conjunction with the Contract, so that the District his goal.
3.		Il devise a process for the implementation of this policy d shall make any necessary revision to keep the policy
Adopt	ed by the Board of Education: May 2	2, 2000
The b	idder/contractor agrees to comply with	n the above District DVBE policy:
Bidde	r/Contractor:	
Signa	ture:	
Dotos		

SBCUSD: x x x x x x x X Attachment No. 3 to Bid Form Job Number: x x x x X X 1 of 1

PROJECT NAME	
BID NUMBER	

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

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

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

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

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

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

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

No prime contractor whose bid is accepted shall:

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

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

Job Number: x 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.

<u>No payments</u>, 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.

Job Number: x x x x 2 2 of 3

DESIGNATION OF SUBCONTRACTORS

Portion of Work	<u>Subcontractor</u>	Phone Number & Address of Business	<u>License No.</u>
		NAME OF BIDDER	
		Signature:	
		<u>Title:</u>	

SBCUSD: x x x x x x x x x x x

Attachment No. 4 to Bid Form

PROJECT NAME	
BID NUMBER	

ATTACHMENT NO. 5 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. <u>Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.</u> Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

1.	Firm name and address:
2.	Telephone:
3	Type of firm: (Check one)

Contractor's I	icense: Primary class
License No	Expiration Date:
Supplementa	classifications held, if any, and license number(s) and expiration da
Registrar of C licensed at th licensed through	shall be made for work or material under the contract unless and unticontractors verifies to the DISTRICT that the CONTRACTOR was prose time the contract was awarded and CONTRACTOR continues to bughout the term of the Contract. Any CONTRACTOR not so licensed halties under the law.
	T is required to verify license prior to awarding a bid. State law general misdemeanor to submit a bid to a public agency without having a li
	r been licensed under a different name or different license number?
ii 163, give i	ame and license number
_	ame and license numbertles of all officers of the firm:
_	
Names and ti	
Names and ti	tles of all officers of the firm:
Names and ti	ars as a contractor in construction work of this type:
Names and ti	ars as a contractor in construction work of this type:
Names and ti	ars as a contractor in construction work of this type:

Have you	been assessed liquidat _ If Yes, explain:	ed damages for an	y project in the past th	ree
Have you during the number:	been in litigation on a q past three years?	uestion relating to If Yes, expla	your performance on a ain, and provide case i	a cc nam
Have you owner and	ever failed to complete d details:	a project in the las	t three years?	If so
	ames, addresses and te os you have worked on i			ng
				Ēngi
whose job	s you have worked on i		ears.	ng
whose job	s you have worked on i		ears.	Eng

REFERENCE INFORMATION REQUIRED FROM BIDDER

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 pregoing is true and correct. Executed this day of, 20,
State	of, City of, County of
	Signature
	Title

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	Sta	ateZip	
Telephone	F	Fax	
Email	N	Number of Employees	
Please check one of the fo	llowing categories. This	company is:	
Minority Owned	Woman Owned	Disadvantaged	
Disabled Veteran Owned _	None of the Oth	her Categories	
Please check and complete	e below. This company i	is:	
Independently Owned and	Operated:		
An Affiliate of	Parent Com	npany	
A Subsidiary of	Address		
A Division of			
"By signing below, I certify faith effort to improve Mine		portunity Employer and have med Veteran employment.	ade a good
Signature			
Printed Name			
Title			
Date			



ATTACHMENT 7

BUILDING SCHOOLS. BUILDING EDUCATION. BUILDING OPPORTUNITIES.





2B(יפטי	D BUSINE	SS 001	KE	ACH RE	GIS	IRAII	ON	
Company In		Contact Information							
Company Name and Address		Name						Title/Position	
	-		Cell phone						
			Office ph	none	-	-	F	ах	
Corporate Address (if differen	nt thar	ı local)	E-mail						
			Web Address						
Ownership Type (check type)		nployee Count	Gross	Red	ceipts	S			ess Certification tach documentation)
Sole proprietor			\$/yr			☐ SE			□other: □none
Corporation						Name	on Certif	fication	1:
Partnership					-	O smalle	· ' A		
Nonprofit Other:(describe)					-	Certin	ying Agen	ncy:	
Other (describe)									
			es, Bus						
Planning	(Ch	neck all that a		circle	Doors and				Electrical (16)
Plaining		(00)					OWS (00)		Electrical (10)
Architect/Engineering		General Requ (01)	irement		Finishes (09)			Utilities
Construction Mgmt		Site work (02) Demo/remedi			Specialties	s (10)			Communications/ IT
Legal		Concrete (03)			Equipmen	ıt (11)			Landscape/Irrigation
Real Estate/Appraisal/CEQA		Masonry (04)			Furniture	(12)			Inspection DSA certified: ☐ I ☐ II ☐ III ☐ III ☐ II
Administration		Metals (05)			Special Co	nstruc	tion		Security
Accounting		Woods and pl	lastics (06)		Conveying	syste	ms (14)		OTHER:(specify)
Portable/modular facilities (lease/purchase)		Thermal and (07)	moisture		Mechanica	al (15)			OTHER:(specify)
		. ,	ess Out	reac	h Prof	ile			
To register your	busi						iling list	s: co	mplete #1
	and	d To qualify a	as a "local	I" bus	siness: co	mplet	e #2		
		designated as		_	1	ness:	comple	te #3	3
1a. All above Registration				_] yes	_		_	
b. Receive SBCUSD cor					_ USPS	Ш	E-mail	☐ f	ax
c. Heard about SBCUSI			-	_			- 415 a.m.		
☐district contact ☐chamber							other: _		
2. Local Business Identi ☐ local business address ☐ loca			that apply,	specing	у спу, анасі	n docu	mentatioi	า เ.е. ม	usiness license)
☐ San Bernardino County/City:_			side County/	/City: _		□ N	lon-local (County	y:City:
3. "Ed Friendly" Designa							Contac		School or Ed Friendly
☐ As a business, support SBCUS		-			ent, treasur	e)	Name/	Tel	Partner
☐ Partner/Subcontract with othe									
☐ Interested in learning more ab	out hc	w to become "F	Ed Friendly"						

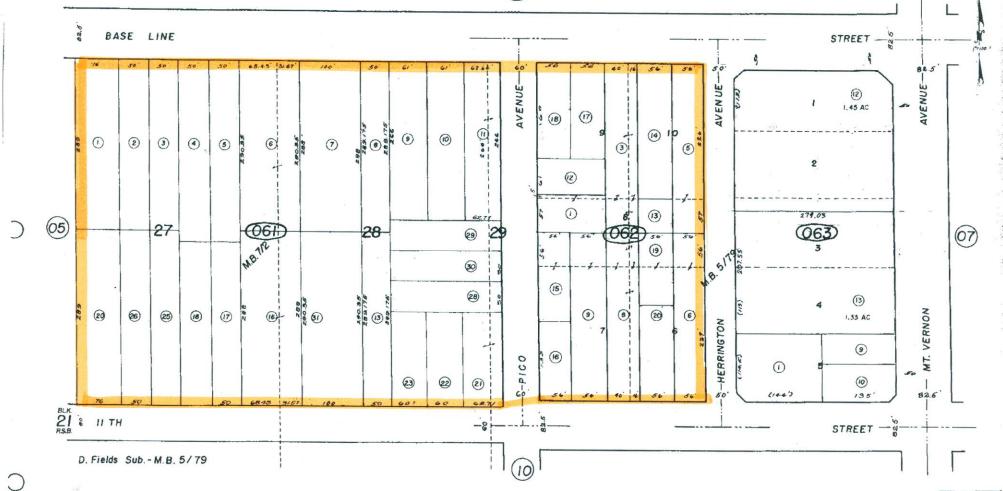
PROJECT NAME	
BID NUMBER	CHMENT NO. 8 TO BID FORM
ATTA	CHIMENT NO. 8 TO BID FORM
Vendor/Customer Name and Address (Type or place label here)	
	Vendor Tax Information (Substitute Form W-9)
INDIVIDUAL	
Name of Individual as it appears on Social Security Card Social Security Number (SSN)	
Resident of California(Check one)	YES NO
SOLE PROPRIETOR	
Name of Individual Owner	
Business Name Taxpaver Identification Number / SSN	
Taxpayer Identification Number / SSN (Use number that income from business will be reported under) Resident of California(Check one)	YES NO
PARTNERSHIP	
Name of Partnership	
Federal Identification Number Resident of California(Check one)	YES NO
CORPORATION	
Name of Corporation	
Federal Identification Number	
Qualified to do business in California and/or perma nent place of business in California(Check one)	YES NO
TAX EXEMPT ORGANIZATION/ENTITY	
Name of Organization or Entity	
Department or Unit, if applicable Federal Identification Number	
Why Are You Tax Exempt?	
_	
I hereby certify under penalty of perjury that the info	rmation provided on this document is true and correct.
Signature Title	Date Tel No.
	Return this Form to:
Failure to furnish correct information and return this form will subject our payment(s) to you to	SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT 777 North 'F' Street
31% backup withholding per IRS regulations.	San Bernardino, CA 92410-3017

SBCUSD:x x x x x x

Attn: FACILITIES MANAGEMENT DEPT.

Job Number: x x x x x 1 of 1





Note - Assessors Blk & Lot Numbers Shown in Circles Assessor's Map Book-139 Page-06 San Bernardina County REVISED 5/4/67 4/28/n C.A. 8/15/85 CC 6/30/92 RR 12/29/04 KC

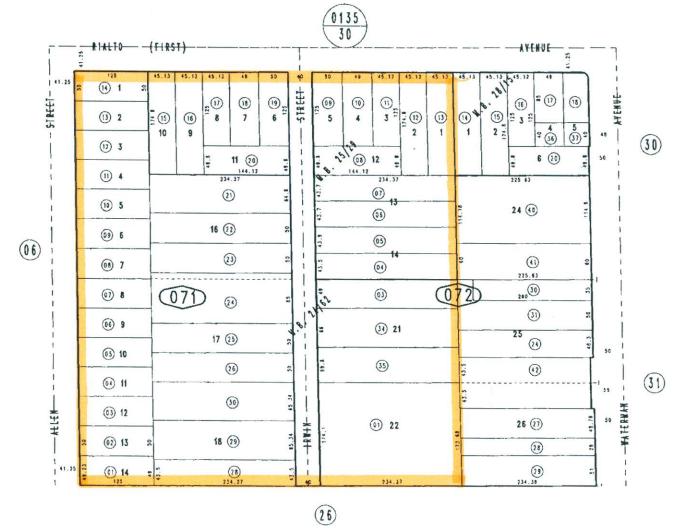
ALESSANDRO II (approx 14 ques)

(AH.9)

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Hearsh Sub., M.B. 24/62, Hearsh Sub. No. 2, Tract No. 1727, M.B. 25/29 Hearsh Sub. No. 3, Tract No. 1943, M.B. 28/15

City of San Bernardino 0136 - 07 Tax Rate Area 7012



REVISED

1" = 100"

Assessor's Map Book 0136 Page 07 San Bernardino County

Morch 2005

BURBANK II (approx 10 acres)

(AH.9)

curtis Middle School (old site)

THIS WAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY

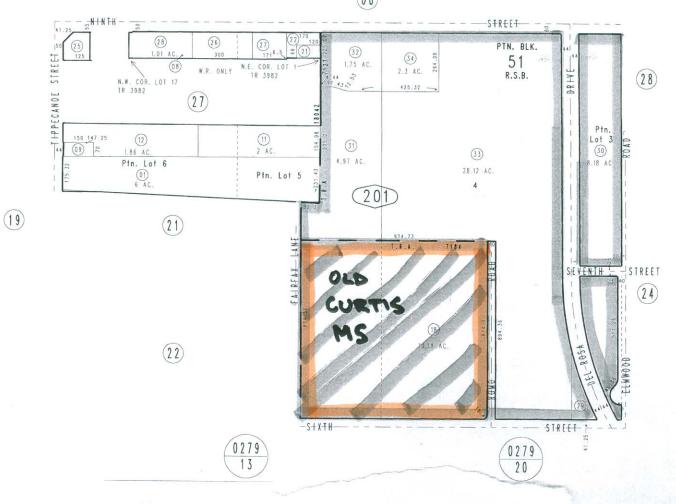


Ptn. Rancho San Bernardino

M.B. 7/2

(approx 20 acres)

City of San Bernardino 0278-20 City of Highland Tax Rate Area 7184,18042,7127



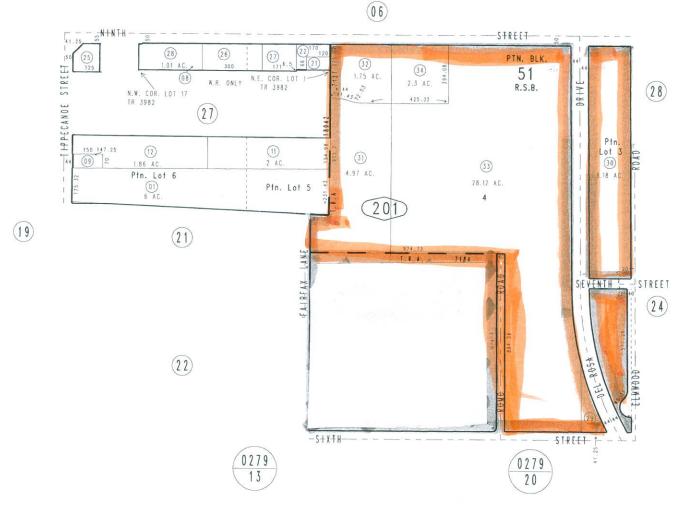
Assessor's Map Book 0278 Page 20 San Bernardino County

REVISED 12/12/06 RM 04/03/07 KC THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY



Ptn. Rancho San Bernardino M.B. 7/2

City of San Bernardino 0278 - 20 City of Highland Tax Rate Area 7184,18042,7127



NEW High School #8 (approx 45 acres)

Assessor's Map Book 0278 Page 20 San Bernardino County REVISED 12/12/06 RM 04/03/07 KC

August 2004

Att.9)

HIGHLAND - CYPRESS

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY

BILL POSTMUS, Assessor

Ptn. Rancho San Bernardino, M.B. 7/2

(approx 3 acres)

City of Highland Tax Rate Area 18045 1192 - 36

GV HE MARIN

1 41.25 1"=100" 02 48 STREET-(28) 49 Par. 2 (45) (29) Par. 2 5 46 50 (06) \$ 45 (24) 51 50 53 52 168.75 34 5 33 8 23 44 Par. 1 150 305.56 \$ 43 08 Par. 1 (35)CREST 361 (43) (10) 7 (09) (19) STREET 2 36 2 37 = (38) 39 3 Par. 2 59 Ptn. 4 55 56 57 58 40 (18) (43) 168.75 150 CUNNINGHAM BLK. 10 39 (40) 63 168.75 M311/ 171H Par. 1 R.S.B. 11 \$ 38 (16) (42) (41) 168.75 14 37 12 (38)

Parcel Map No. 7458, P.M. 78/83 Parcel Map No. 6273, P.M. 70/57

Parcel Map No. 1081, P.M. 9/75

Ptn. Turnbull Subdivision No. 3, M.B. 25/3

Ptn. N.W.1/4, Sec. 5 T.1S., R.3W. Assessor's Map Book 1192 Page 36 San Bernardino County REVISED 03/07/08 TY 03/10/08 TY 05/09/08 KA

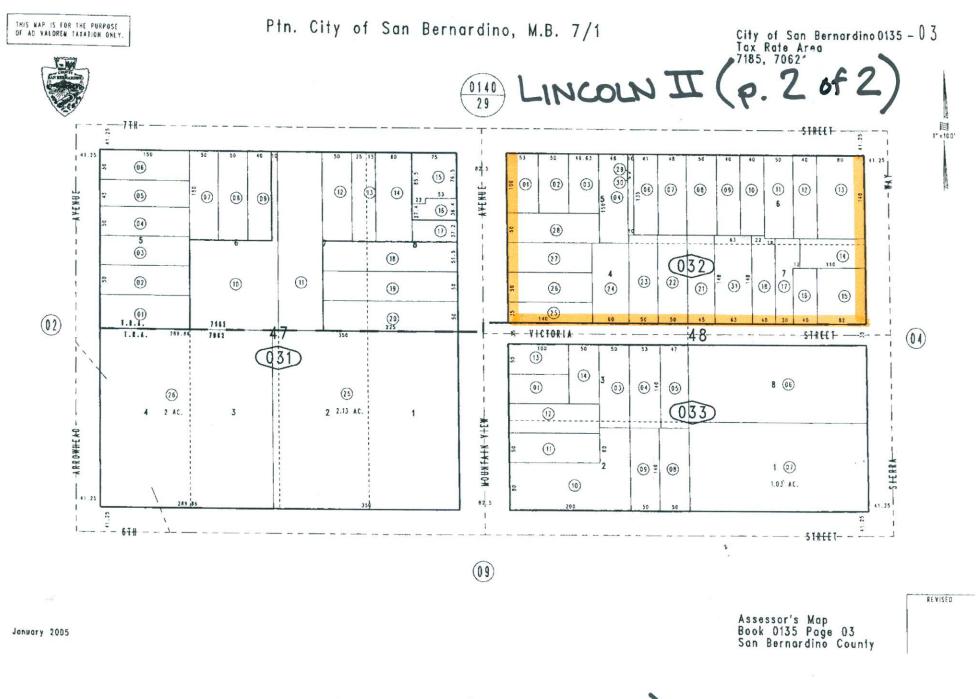
(Att.9)

JULY 1997

Ptn. City of San Bernardino THIS MAP IS FOR THE PURPOSE OF AD VALOREN TAXATION ONLY City of San Bernardino 0140 - 29 LINCOLN II (p.1 of2) Tax Rate Area 7012 (22) -STREET 1"=100" 25 29 -3ANJAY **01** 26 (01) (21) AVE HUE -AYENUE (19) 5 (137.5) (08) (07) (08) (09) ₹ (22) (23) 125 (27) 21) 5 22 (05) (20) 21) (1) (06) (18) = (26) 1 150 5:0 19 (20) 07 (28) 292 -Y | N E- ---STREET (25) 06) (19) (80) (1) (0) (05) (18) (07) 09 (02) 00 (03) 137.5 1 (25) (24) 50 -5 25 (18) 150 (08) (17) (10) -111 160 115 -ARROWHEAD 294 23) 4 (11) -PERSHING 2 (16) 09 THE MET 2 (1) (12) 13 2 1 -S+E## (22) (22) 11) (16) (14) (13) (12) (15) (11) (10) 20 (21) (19) 41.25 82 5 STREET -0135 continued REVISED Assessor's Map Book 0140 Page 29 December 2004 San Bernardino County

(approx 13 acres total)

(Att. 9)



(approx 13 acres total)

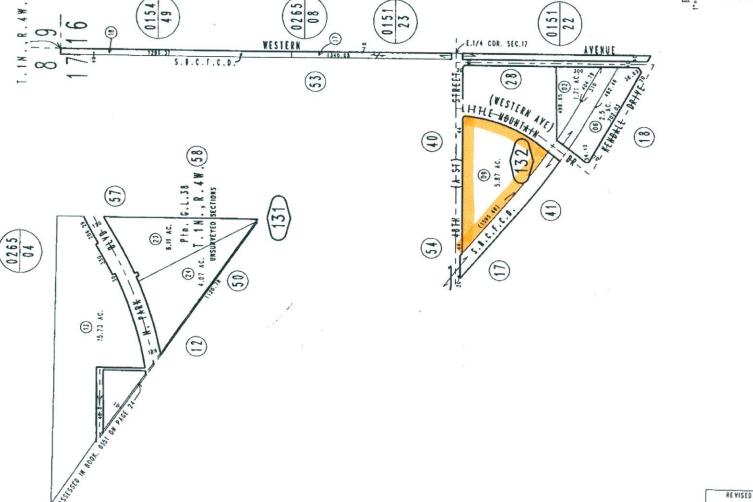
(Att. 9)

THIS MAP IS FOR THE PURPOSE OF AD VALOREN TAXATION ONLY.

Ptn. Muscupiabe Rancho M.B. 1/24 & 7/23

City of San Bernardino 0266 - 13 Tax Rate Area 7059





September 2004

Little Mountain (approx 6 acres) Assessor's Map Book 0266 Page 13 San Bernardino County

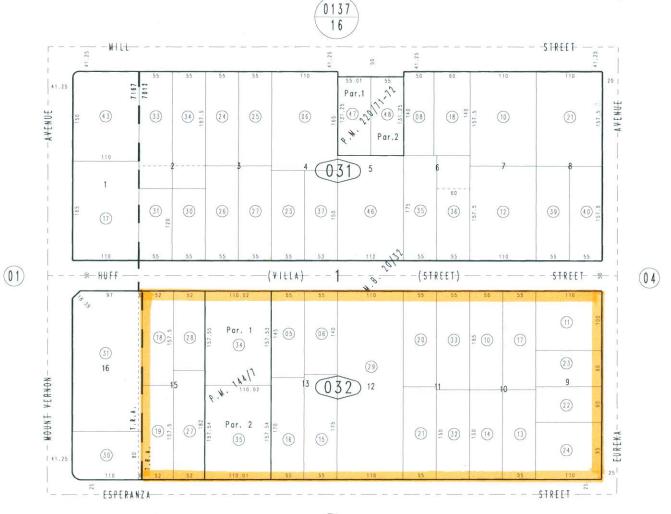
(AH.9)

MIDDLE COLLEGE (approx 6 acres)

Ptn. Acre Villa Tract, M.B. 20/32 THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY

City of San Bernardino 0141 - 0 3 Tax Rate Area 7012,7167





(08)

Parcel Map No. 17376, P.M. 220/71-72 Parcel Map No. 10579, P.M. 144/7

Ptn. N.W.1/4, Sec. 16 T.1S., R.4W.

Assessor's Map Book 0141 Page 03 San Bernardino County

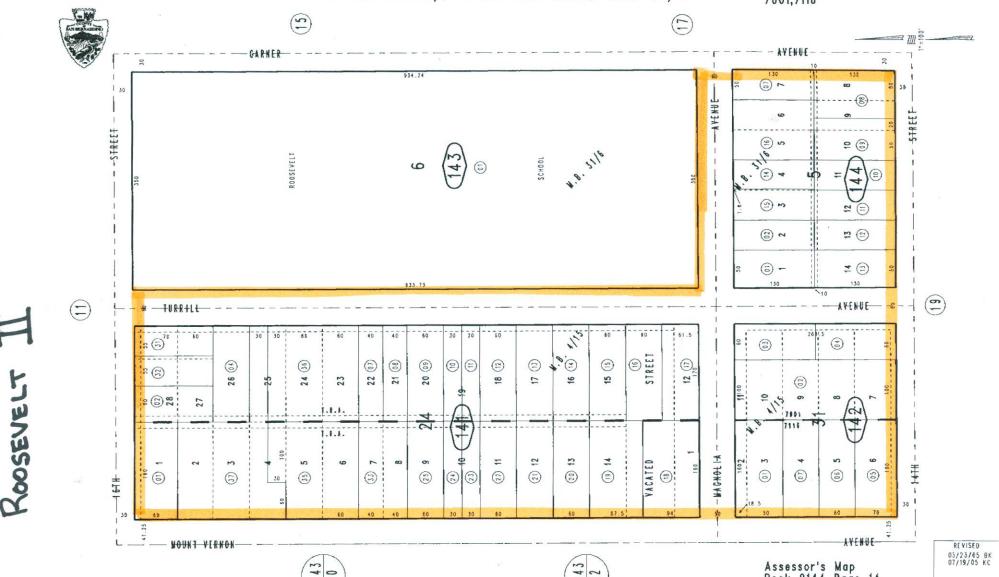
07/05/07 KC

1"=100

Roosevelt II (approx 14 acres)

THIS WAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY. Ptn. St. Elmo Sub., M.B. 4/15
Ptn. St. Elmo Re-Survey, Tract No. 2130, M.B. 31/6

City of San Bernardino 0144 - 1 4 Tax Rate Area 7001,7116



July 2004



Assessor's Map Book 0144 Page 14 San Bernardino County

WILSON II (approx 8 acres) Ptn. Rancho San Bernardino M.B. 7/2

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY

City of San Bernardino 0149 - 17 Tax Rate Area 7001



(15) 1"=100" 26TH STREET 30 (18) 01) 23 17 (02) 1 02 01) 9 STREET 140 A VE NUE 41.25 (09) (13) 24 18 (03) (16) 10 (28) 2 (03) 140 STREET 291.36 19 (12) 25 19 (04) 15) 11 3 (04) 210 (11) 26 20 (05) (14) 12 (24) 4 (05) 4 (17) $\overline{173}$ (26) Par. 1 Par. 3 (14) 1/51-52 16 (13) 13 5 (06) (14) Par. 2 Par. 4 (12) 14 6 (07) (18) 150.03 BERKELEY STREET 145.02 (11) 15 7 (08) (10) 28 21 07 (16) (03) E 610. 22 (08) 09 29 (10) 16 8 09 g (02) 56 131.16 25 TH (04) (05) (07) (08) 154.045 (14) (16) 04 (06) (11) 08 09 (10) 172 39 38 41 40 37 34 33 32 30 31 41.25 I 35 36 154.045

(20)

Parcel Map No. 17514, P.M. 221/51-52 Bonito Gordens, M.B. 23/75

Assessor's Map Book 0149 Page 17 San Bernardino County

REVISED 08/07/07 GW

August 2004

Exhibit J SCOPE OF WORK

- 1) Contractor agrees to complete the services consisting of destroying vegetative growth (noxious or dangerous weeds) or other flammable materials found upon or in certain lots and lands within the boundaries of the City of San Bernardino and surrounding areas, and as may be directed by the Project Manager. The removal of tree branches, refuse and other waste materials, including clearance of drainage ditches shall be as required by weed abatement regulations.
 - 2) In the clearing of lots, the following criteria shall be followed:
 - a. All grass, weeds or bushes shall be cut to a height range of from half inch (1/2) to one and half (1^{1/2}) inches on the entire lot; including abutting alley ways and the area between curb and street. All public right of way, alleys, unopened roads, et cetera that adjoin a lot are to be cut. Vegetative cover shall be maintained. After weed removal, there shall be approximately 1" of grass or other ground cover remaining.
 - b. All brush or saplings three inches in diameter, (nine & one half (91/2") inches in circumference) or less are to be cut to the ground level. Diameter measurements must be taken forty eight (48) inches from the ground. All sprouts growing out of existing stumps three (3) inches in diameter, nine & one half (9 1/2") inches in circumference are to be cut back to the stump.
 - c. The existing terrain shall not be altered. Bush hogs, chippers, weed eaters; lawn mowers, swing blades and other like equipment are all acceptable. No dumping, importing of dirt or temporary storage of debris without prior knowledge and approval of the District. Use of heavy or track type equipment may be used with prior notice to the Project Manager.
 - d. There shall be no burning, use of herbicides or poisons, plows or scrapers.
 - e. All cleared vegetative materials, as well as junk, trash or man-made debris located on the property, shall be removed from the site and disposed of properly and legally. Brush that has been run through a chipper may be spread over the lot. The contractor shall not be caught illegally dumping anything removed from any lot. If caught, the contractor shall be required to pick up and properly dispose of the illegally dumped debris and may be responsible for any fines imposed on the District by such action. The use of front-end loaders, except for removal of debris is not acceptable.

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- f. When clearing lots, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the site.
- g. Downed/fallen trees anywhere on a lot are to be removed at no additional cost. Contractor will not be required to remove tree stumps if the stump is completely in the ground. However, the tree must be cut down to ground level. If the stump is within the property boundaries and is partially or completely pulled out of the ground, the contractor must remove the trunk. Move surrounding dirt to remove hazard caused by hole. No imported dirt to be used.
- Per the terms of Section 2 of the Master Agreement, the Contractor will be authorized by the Project Manager to proceed with weed abatement services on each parcel. Contractor shall acknowledge receipt of each assignment via a return email or facsimile to the Project Manager. Contractor shall have approximately 48 hours to start work after authorization from the District and shall have 72 hours thereafter to complete the work. Failure to comply with the completion time will result in assessment of late charges at the rate of \$50 dollars for each calendar day over the 72 hours for a maximum of 10 days. This amount shall be subtracted from the Contractor's invoices.
- 4) Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. Where the extreme situations are present, the Contractor shall provide justifications to the Project Manager for the requested extension.
- Prior to beginning the abatement, Contractor shall provide series of dated photographs (with identifiable landmarks including front and back yard if there is a house or building present and show edge of street and alley where applicable). Photographs are to be taken by the Contractor of each lot prior to beginning work and a series of photographs with the same identifiable landmarks after work is complete. A photograph must be taken of each parcel. Photographs must be four inches by six inches (4" x 6") initialed and indicate the address of each lot/parcel. Photographs shall be submitted to the Project Manager. Photos may be submitted via email. Failure to meet any of the requirements of the photo documentation will result in the parcel being considered as incomplete until the proper photos are submitted. The Contractor shall be responsible for the cost incurred to generate the photos.
- 6) Contractor shall haul all debris removal and weeds to the authorized landfill. Contractor shall provide proof of the number of loads dumped at the landfill. The submitted monthly invoices shall include all the back-up documentations

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Bid F09-25 – Attachment 10

Scope of Services Weed Abatement Services

before payments can be made. The District reserves the right to request additional documentations from the Contractor.

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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.

BID NO.:	F09-05		BID DUE:	Octob	er 27, 2009 at 2:00 p.m.	
PROJECT	NAME:	WEED A	ABATEMENT SEF	RVICES		
FROJECT	NAIVIL.					
THE WORI	K UNDER T	HIS BID	IS A PROJEC	T OF:	Facilities Management Dept.	
BID PACK	AGE SUBN	IITTAL F	ROM:			
BIDDER/ CONTRAC	TOR:					
BIDDER TELE & CONTACT F						
CONTENT	S MUST IN	CLUDE:	(Please Check	Each Box	x)	
		Bio	d Form A			
		Bio	d Form B			
	Wit	h Attachm	nents:			
		1 -	Bidder's Non-co	llusion Af	fidavit	
		2 -	Site Visit Certific	ation		
		3 -	Certification of C	Complianc	e with DVBE Policy)	
		4 -	Proposed Subco	ontractors		
		5 -	Bidder Referenc	es & Resp	onsibility Information	
		6 -	- Equal Opportun	ity Certific	cation	
		7-	- LBOP Registrat	ion Form		
		8 -	- Vendor Tax Info	rmation (Sub W-9) Form	
		9 -	- Tract Maps			
		10	– Exhibit A Scop	e of Servi	ces	

SUBMIT BID TO: BID BOX - PURCHASING DEPARTMENT

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

777 NORTH "F" STREET SAN BERNARDINO, CA 92410