

PROJECT NAME: DISTRICT WIDE - RUBBERIZED PLAYGROUND FLOORING
BID NUMBER: F08-23

REVISED BID FORM – January 21, 2009

TO: **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, acting by and through its Governing Board, (herein called the “DISTRICT”).

FROM: _____
 (Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a worker like/workmanlike manner all of the work required in connection with the following:

DISTRICT WIDE - RUBBERIZED PLAYGROUND FLOORING

Bid Package Scope Category Number _____, in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Business Office of said DISTRICT for amounts set forth herein.

2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3) BASE BID:
 3.1. Prices, dollar per square foot, should be provided for the amounts and colors listed below. All prices shall be rounded to the approximate two digits after the decimal.

Total Amount in (sq ft)	Color	DESCRIPTION	\$ / sq ft (0.00)
Up to 1000	One Solid Color (Green, Blue or Red) 100%	BASE BID	
Up to 1000	One Solid Color (Green, Blue or Red) Mixed 50/50 with Black	BASE BID	
Above 1000	One Solid Color (Green, Blue or Red) 100%	BASE BID	
Above 1000	One Solid Color (Green, Blue or Red) Mixed 50/50 with Black	BASE BID	

Beginning after the receipt of bids and for the next five years, the District shall identify exact projects for the work stipulated under this bid. The basis of the award of contract (s) shall be the total lowest responsive bid received as applied to the specific requirements of each project identified.

4. ALTERNATES: (If Applicable). The following amounts shall be added to or deducted from the Base Bid at the DISTRICT'S option. Refer to Section 01030 Alternates for description of work.

Alternate 1 (Add/Deduct) * _____
Alternate 2 (Add/Deduct) * _____
Alternate 3 (Add/Deduct) * _____
Alternate 4 (Add/Deduct) * _____
Alternate 5 (Add/Deduct) * _____

* Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In the absence of any clear indication of the additive or deductive nature of the item, it shall be assumed that the item is intended to be deductive in nature.

5. TIME FOR COMPLETION: The aggregate sum total work of all individual prime CONTRACTORS to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **the time to be specified by the District as applied to each project under this contract**. Bidder acknowledges liability for liquidated damages in the amount as stipulated in the Agreement, and not as a penalty, for each calendar day of delay for which CONTRACTOR has contributed to or caused until the project is completed and accepted.
6. DISTRICT'S RIGHT TO REJECT: It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.
8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.

12. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of the Faithful Performance Bond and a separate Payment Bond as specified and certificates of insurance, all within ten (10) calendar days after receipt of notification of the award. Bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the DISTRICT'S "Notice to Proceed" and shall be completed by the bidder at the time specified in the contract documents.

13. PROPER ADDRESS: Notice of Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

14. NAME(S) OF PRINCIPALS: The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

15. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code in accordance with the act providing for registration of CONTRACTORS and the documentation of licensure is as follows:

License No.	Classification	Expiration Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the(se) above-mentioned license(s) entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

16. FORFEITURE OF SECURITY: In the event the bidder to whom the Notice of Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement Form with all required attachments within ten (10) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
17. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time and purchasing body tenders final payment to the bidder.
18. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
19. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.
20. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **the time to be specified by the District as applied to each project under this contract**. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **Two Hundred Dollars (\$200.00)**.
21. CHANGE ORDER REQUESTS: It is understood and agreed that all change order requests must be submitted in the form set forth in the Project documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the General Conditions will not be allowed.
22. ALLOWANCES: The following ALLOWANCES shall be included in the applicable CONTRACTOR'S base bid, and are for the sole use of the DISTRICT.

N/A

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Corporation, Partnership or Sole Proprietor

Proper Name of Bidder Empowered to Sign on Behalf
of Corporation, Partnership or Sole Proprietor

Signature

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Street Address: _____

City and State: _____

Telephone: _____

ATTACHMENTS TO BE RETURNED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids For Submittal Deadline:

1. Bidder's Non-collusion Affidavit
2. Site Visit Certification – N/A
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors

5. Bid Bond
6. Bidder References and Responsibility Information
7. Local Business Outreach Registration Form

To be Returned With Executed Contract (Agreement) of Successful Bidder.

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