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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (“DISTRICT”) invites sealed bids for Bid No. F15-03 Security Replacement Projects – 19 Various Sites at Various Sites.

SUBMITTAL OF BIDS: All bids shall be made on the Bid Forms furnished by the District. Bid Forms, together with all required attachments to the Bid Forms, shall be delivered to the DISTRICT in a sealed envelope with a copy of the completed required bid cover sheet affixed to the outside of the envelope and placed in the Bid Box in the Lobby of the San Bernardino City Unified School District Board of Education Administration Building (“BOE”), _____. The Bids are due at 10:00am on Tuesday, November 4, 2014.

Bid forms received by the stipulated times will be promptly opened in public and read aloud immediately after sealed envelopes are collected at the time, date, and location stated above. Bid Forms or Attachments thereto received after the stipulated time will be rejected and returned to Bidders unopened. Each Bid shall be accompanied by a cashier’s check made payable to the San Bernardino City Unified School District, or a satisfactory bid bond in favor of the DISTRICT, executed by the Bidder as principal and a California admitted surety company as Surety, in an amount not less than ten percent (10%) of the Base Bid submitted by the Bidder.

BID AND CONTRACT DOCUMENTS: The full notice inviting Bids, Bid documents and contract documents may be viewed and ordered through C2 Reprographics PlanWell Service online by clicking on ‘PUBLIC PLANROOM’ at www.c2repro.com after Thursday, October 9, 2014. There is a refundable deposit of Ten (\$10.00) for each set of drawings and specifications, upon payment by cashier’s or company check made payable to San Bernardino City Unified School District. Prospective Bidders may secure up to two bid sets. Eligible deposits will be refunded upon return of said documents to C2 Reprographics in good acceptable condition within five (5) business days after bids are opened. Bidders in need of more than two sets of bid documents may purchase at their own cost based on C2’s current rates at that time.

C2 Reprographics
3180 Pullman Street
Costa Mesa, CA 92626
Phone: (866) 632-8329
Public Plan Room: www.c2repro.com

Bid documents will be available at C2 Reprographics for viewing after Thursday, October 9, 2014. Bid documents will also be available at the following public plan rooms:

F.W. Dodge McGraw-Hill, Inc.
Public Plan Room; www.mcgraw-hill.com
4300 Beltway Place Suite 180
Arlington TX 76081
Diana Boyles
Dodge document we@mhfl.com
Phone: 1-800-393-6343
Fax: 1-877-836-7711

The Blue Book Building & Construction Network
Public Plan Room: www.thebluebook.com
800 E. Main St.
P.O. Box 500
Jefferson Valley, NY 10535
TJ Downey
tdowney@thebluebook.com
Phone: (800) 431-2584 Ext. 3177
Fax: (914) 243-4936

High Desert/ Apple Valley Reprographics
Public Plan Room: www.hidesertplanroom.com
15353 Anacapa Road, Suite 1
Victorville, CA 92392
Sandra Ladage
sales@avreproplanroom.com
Phone: (760) 243-2111

Reed Construction Data
Public Plan Room: www.reedconstructiondata.com
30 Technology Pkwy S, Ste 100
Norcross, GA 30092
Michael Lunan
Architectural Source Relations Specialist
Reed Construction Data
(770) 209-3414

REQUESTS FOR BID INFORMATION, CLARIFICATIONS, and ADDENDA: Questions in writing (only) may be directed to the District's Business Outreach Coordinator, Ms. Jennifer Wilhelm via email at jennifer.wilhelm@sbcusd.com or fax, (909) 885-9991. The deadline to submit Requests for Bid Information ("RFBI") is 12:00pm on Tuesday, October 21, 2014. All Responses to Requests for Bid Information, clarifications and/or addenda will be issued no later than Tuesday, October 28, 2014 and will be issued to plan holders or registered plan reviewers only. Such responses will be posted at the C2 reprographics public plan room website at www.c2repro.com. Digital copies are considered an accepted form of Addenda delivery method.

PROJECT DELIVERY METHOD AND REQUIRED LICENSES: The work under these bids will be a unit price bid and all bidders to be considered responsive shall have a current California C-10 License with CAL/OSHA certification.

PREVAILING WAGE: Department of Industrial Relations (DIR) compliance, Effective January 1, 2015:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PREQUALIFICATION OF BIDDERS: As a condition of bidding for this project, and in accordance with California Public Contract Code Section 20111.6, prospective bidders are required to submit to the DISTRICT a complete set of prequalification documents on forms provided by the DISTRICT. These documents will be the basis for determining which bidders are qualified to bid on this project.

Bids will not be accepted if a Contractor has not been prequalified where prequalification is required. Prequalification documents are available from the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, 956 West 9th Street, San Bernardino, CA 92411. Prequalification documents must be submitted not less than five (5) business days prior to bid opening date. Contractors will be notified by telephone, fax, email or by mail of their prequalification rating within three (3) business days after submission of their prequalification documents.

SCOPE OF WORK: Refer to project site's specific summary of work contained in Sections 01 11 00 of the Project Manual. The contractor is responsible for the performance and completion of all items according to plans, specifications and any addenda including but not necessarily limited to the work listed below: Removal of partial existing security alarm system and replaced with new Edward Security System in Nineteen (19) Schools and office.

BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOAL AND REQUIREMENTS: Bidders must adhere to the District's Disabled Veteran Business Enterprise (DVBE) participation goal, prevailing wages and labor compliance program, and license requirements; information regarding prevailing wage rates is available at <http://www.pd.dgs.ca.gov/smbus/default.htm>, <http://search.cadvbe.org/dvbes/search> and <http://www.bidsync.com/DPXBisCASB>.

PRE-BID CONFERENCES AND JOB WALKS: A Non- Mandatory pre-bid conference and job walk will be held at the sites at 9:00 a.m., (Hillside ES) 10:00 a.m., (Arrowview MS) 11:00 a.m., (Pacific HS) on Friday, October 17, 2014.

Site addresses:

See Summary of Work Section 01 11 00

IMPORTANT DATES:

First Publication	THURSDAY, OCTOBER 9, 2014
Second Publication	THURSDAY, OCTOBER 16, 2014
Pre Bid Conference and Job Walk	9:00 a.m., (Hillside ES) 10:00 a.m., (Arrowview MS) 11:00 a.m., (Pacific HS) on Friday, October 17, 2014.
RFI Due	TUESDAY, OCTOBER 21, 2014
Addendum Due	TUESDAY, OCTOBER 28, 2014
Bid Opening	10:00AM ON TUESDAY, NOVEMBER 4, 2014
Bid Posting on Facilities Website	WEDNESDAY, NOVEMBER 5, 2014
Tentative Board Meeting	TUESDAY, DECEMBER 9, 2014
NTP Issued (Tentative)	WEDNESDAY, DECEMBER 10, 2014

END of NOTICE INVITING BID

INSTRUCTIONS TO BIDDERS

Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the project for which the bid is submitted. The DISTRICT reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the surety bond or bonds within five (5) calendar days after award of the contract to bidder, said security will be forfeited.

Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the DISTRICT. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the DISTRICT, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice Inviting Bids.

Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is **three (3)**. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the contract documents will only be made by addendum duly issued, and a copy of such addendum will be made available for each contractor receiving a set of the contract documents.** No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral interpretation be binding on the DISTRICT. If discrepancies on drawings, or in specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid methods of construction and materials resulting in the higher bid. Each request for clarification shall be submitted in writing, via email, to only the following persons:

To: RICK OSTRANDER, Facilities Project Manager
E-mail: rick.ostrander@sbcusd.com

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests will be made by Addendum issued by the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT not less than seventy-two (72) hours prior to bid opening.

Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

Award of Contract. The contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the contract and provide the required documents within **five (5) calendar days** after award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the contract documents as defined in the General Conditions.**

Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Facilities not less than 3 working days after the date of the bid opening. The protest shall specify the reasons and facts upon which the protest is based.

- a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within 15 days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.
- b. Appeal: If the protesting bidder or the apparent low bidder are not satisfied with the decision, the matter may be appealed to the Director Facilities/Operations, or their designee. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal to:

Facilities Development & Planning Department
956 West 9th Street
San Bernardino, CA 92407
- c. Appeal Review: The Executive Director of Facilities or their designee shall review the decision from the purchasing department and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of Facilities or the Hearing Officer will state the basis for the decision, the decision will be final and not subject to any further appeals.
- d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. If there is no written response to a notice shortening time, the District may proceed with the award.

- e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest.

Alternates. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

- a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

Evidence of Responsibility. Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the CONTRACTOR shall secure payment of compensation to all employees. The CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the bid documents.

Contractor's License. To perform the work required by this notice, the CONTRACTOR must possess a Class C-10 Contractor's License, and the CONTRACTOR must maintain the license throughout the duration of the contract. If, at the time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the CONTRACTOR will forfeit its bid security to the DISTRICT.

Anti-Discrimination. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR.

Preference for Materials and Substitutions. One Product Specified. Unless the plans and specifications state that no substitution is permitted, whenever the contract documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the contract document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality, service, and ability to the Specified Item;
2. Will entail no changes in detail, construction and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the DISTRICT;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change in the construction schedule.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the DISTRICT denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the DISTRICT denies the requested substitution, the bidder's bid shall be considered non-responsive and the DISTRICT may award the contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the DISTRICT denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the DISTRICT, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within **five (5) calendar days** of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the Architect and the DISTRICT in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the DISTRICT's receipt of such evidence by bidder, the DISTRICT will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The DISTRICT shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the DISTRICT shall be documented and processed through a Change Order. The DISTRICT may condition its approval of any substitution upon delivery to the DISTRICT of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the DISTRICT.

Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.

Employment of Apprentices. The CONTRACTOR and all Subcontractors shall comply provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The CONTRACTOR and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the

employment of apprentices; however, the CONTRACTOR shall have full responsibility for compliance with said Labor Code sections, for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

Prevailing Wage - Applicable Wage Rates, Travel and Subsistence. The CONTRACTOR and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the labor Code. Pursuant to Labor Code Sections 1770 et. seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request and are also available from the Director of the Department of Industrial Relations. The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Bidders are instructed to review the Supplementary Conditions to determine whether the Project is using funds derived from a State issued bond. If this Project is using funds derived from any State issued bond, the Project will be subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et. seq. The CONTRACTOR and all subcontractors shall be required to furnish electronic certified payroll records directly to the Labor Commissioner/Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et. seq. If this Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit, bidders are instructed to review the Supplementary Conditions for further details regarding the Compliance Monitoring Unit.

No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.

Obtaining Bidding Documents. Bidding Documents may be obtained from:

C2 REPROGRAPHICS
3180 Pullman Street
Costa Mesa, CA 92626
Phone: (714) 545-0112 Fax: (714) 668-5970

NOTE: There will be a \$10.00 non-refundable charge to purchase each set of bid documents. No partial sets will be available.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all addenda issued regardless of Owner notification and to acknowledge all addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addendum issued by the Owner office of SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission, which reflects on the Contractor's quality, fitness or capacity to perform work for the District
3. Committed an act or offense, which indicates a lack of business integrity or business honesty
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72).

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
BID COVER SHEET**

BID NO.: F15-03 **DSA APP #:** _____ **BID DUE:** November 4, 2014, 10:00am

PROJECT NAME: Security Replacement Projects – 19 Various Sites

PROJECT ADDRESS: See Summary of Work Section 01 11 00

THE WORK UNDER THIS BID IS A PROJECT OF: FACILITIES DEPARTMENT

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: _____

BIDDER CONTACT: _____

BIDDER TELEPHONE: _____

BIDDER EMAIL: _____

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- 1 - Bidder's Non-Collusion Affidavit
- 2 - Site Visit Certification
- 3 - Certification of Compliance with DVBE Policy)
- 4 - Proposed Subcontractors
- 5 - Bid Bond Form
- 6 - Bidder References & Responsibility Information
- 7 – Certificate Regarding Workers' Compensation
- 8 – Acknowledgement of Bidding Practices Regarding Indemnity Form

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

NOTE: This sheet must be completed and affixed to the outside of the bid envelope.

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

SECURITY REPLACEMENT PROJECTS – 19 VARIOUS SITES

VARIOUS SITES

See Summary of Work Section 01 11 00

Bid No. F15-03

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE: ()

FAX: ()

EMAIL:

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, 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 labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F15-03

Security Replacement Projects – 19 Various Sites

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number
_____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

ALLOWANCE: The following amount shall be added to the Base Bid.

\$ 50,000

TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

PRICE BY SITE

1. Allred ES (\$ _____)
2. Davison ES (\$ _____)
3. Hillside ES (\$ _____)
4. Kimbark ES (\$ _____)
5. Lincoln ES (\$ _____)
6. Palm ES (\$ _____)

- 7. Riley ES (\$ _____)
- 8. Roberts ES (\$ _____)
- 9. Arrowview MS (\$ _____)
- 10. Del Vallejo MS (\$ _____)
- 11. King MS (\$ _____)
- 12. Shandin Hills MS (\$ _____)
- 13. Ceasar Chavez MS (\$ _____)
- 14. Arroyo Valley HS (\$ _____)
- 15. Cajon HS (\$ _____)
- 16. Pacific HS (\$ _____)
- 17. San Gorgonio HS (\$ _____)
- 18. Sierra HS (\$ _____)
- 18A.Sierra Infant (\$ _____)
- 19. Warehouse Office (\$ _____)

Module Cost Each, Include Labor (Add or Deduct on Price)\$ _____)

Motion Sensor Each, Include Labor (Add or Deduct on Price)\$ _____)

Additional Conduit & Wire to Sensor (\$ _____) per linear foot

Keypads – Cost Each. Include Labor (Add or Deduct on Price) \$ _____)

Total price by site shall equal total price of entire job.

[OPTIONAL] ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Alternates are fully described in the Specifications.

Alternate No. 1: ADD/DEDUCT _____ N/A _____ Dollars (\$ _____)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the

CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, 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 he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

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 the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License expiration date: _____

Name on License: _____

Class of License: _____

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

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity(See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or 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 signature shall be placed above.*

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 1 TO BID FORM

**NON-COLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

(Prime Bidder)

I am the _____ of _____,
(Title) (Name of Bidder)

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this _____ day of _____ 20____ at _____.

(Signature)

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

State of California }
County of San Bernardino }ss

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

By _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature_____

(Notary Seal)

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.

Tentative Board Date: Tuesday, December 9, 2014

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

Bidder/Contractor: _____

Signature: _____

Date: _____

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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 one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 where the 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 where 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.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

ATTACHMENT NO. 5 TO BID FORM

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and (hereafter called "Surety"), are hereby held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereafter called "Owner") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of _____.

NOW, THEREFORE, if said Bid is:

- a. rejected, or
- b. accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

***BID GUARANTEE FORM**

Accompanying this proposal is a cashier's check payable to the order of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT or a certified check payable to the order of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT in an amount equal to ten percent (10%) of the total bid and inclusive of alternates (\$_____).

The proceeds of this check shall become the property of said DISTRICT, if, this proposal shall be accepted by the DISTRICT through the DISTRICT's GOVERNING BOARD, and the undersigned fails to execute a contract with and furnish the sureties required by the DISTRICT within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

ATTACHMENT NO. 6 TO BID FORM

**BIDDER REFERENCES AND RESPONSIBILITY INFORMATION
GENERAL INFORMATION REQUIRED FROM BIDDER**

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

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

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

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

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

1. Firm name and address:

2. Telephone: _____

3. Type of firm: (Check one)

Individual ____ Partnership ____ Corporation ____ Joint Venture ____

4. Contractor's License: Primary class _____

License No. _____ Expiration Date: _____

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

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law. The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

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

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

_____	_____
_____	_____
_____	_____

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

8. Person who inspected site of the proposed work for your firm:
Name and Title: _____
Date of Inspection: _____

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

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

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

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

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

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

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

Name	Address	Telephone

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

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 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

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

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

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.

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

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

ATTACHMENT NO. 8 TO BID FORM

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING
INDEMNITY FORM**

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

RE: Project Number _____

Construction Contract for _____

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of San Bernardino of the State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and _____, hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with See Scope of Work Summary-Section 01 11 00 in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within **Sixty Five (65)** calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

CONTRACTOR has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, CONTRACTOR has included in the analysis of the time required for this Project, items set forth in General Condition Section 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of **One Thousand Dollars (\$ 1000.00)** per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement based on scheduling required pursuant to Article 8 of the General Conditions,

among other contract clauses, for completing each milestone and said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of _____ DOLLARS (\$_____), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any

Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract 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 inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Cover Sheet
- Bid Form
- Non-Collusion Declaration To Be Executed By Bidder And Submitted With Bid
- Site Visit Certification
- Certification of Compliance with DVBE Policy
- Designation of Subcontractors
- Bid Bond Form
- Bidder References & Responsibility Information
- Contractor's Certificate Regarding Workers' Compensation
- Acknowledgement of Bidding Practices Regarding Indemnity
- AGREEMENT
- Contractor's Certificate Regarding Workers' Compensation Form
- Insurance Documents and Endorsements
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Disabled Veteran Business Enterprise (DVBE) Participation Statement
- Payment Bond
- Performance Bond
- Prime/General Contractor Information
- Vendor Tax Information
- Vendor Application
- Certification of Non-Utilization of Asbestos Material
- Contractor Prevailing Wage Compliance Certification
- Guarantee
- Contractor's Certification Regarding Background Checks

- Escrow Agreement for Security Deposits in Lieu of Retention (Optional)
- Disabled Veteran Business Enterprise (DVBE) Contractor Close-Out Statement

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et. seq.)

Effective January 1, 2015:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 and Article 13.11 of the General Conditions, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit for a period of five (5) years after Retention Payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project a Class C-10 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT CONTRACTOR:

By: _____
Typed or Printed Name

By: _____
Purchasing and Contracts Director Title

Dated: _____
Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATE REGARDING WORKERS' COMPENSATION

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

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

CONTRACTOR

Signature

Printed Name

Official Title

ATTACHMENT NO. 2 TO AGREEMENT

INSURANCE DOCUMENTS & ENDORSEMENTS

(Not Required for OCIP or Wrap Up Insurance)

The following insurance endorsements and documents must be provided to the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.
3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
(_____) _____
(Telephone Number)

DATE: _____

CONTRACTOR

By: _____

Signature

ATTACHMENT NO. 3 TO AGREEMENT

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____ Contractor: _____ Signature: _____

ATTACHMENT NO. 4 TO AGREEMENT

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE
and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy (SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT Policy No. 4119.14), which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____ Contractor: _____ Signature: _____

ATTACHMENT NO. 5 TO AGREEMENT

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the San Bernardino Unified School District ("District") policy for participation of disabled veteran business enterprises (School Din projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

The Contractor was unable after reasonable efforts to secure DVBE participation in the contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any contract awarded to Contractor, and in any change orders, for the above-referenced Project/Bid No.

The Contractor has secured DVBE participation in the contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$ _____), which represents approximately _____ percent (___%) of the total contract for such Bid No. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the contract awarded to Contractor, and in any change orders, for such Bid No.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT NO. 6 TO AGREEMENT

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS, that whereas, the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO COUNTY (sometimes referred to hereinafter as "DISTRICT") has awarded to _____, hereinafter designated as the "CONTRACTOR", an agreement for the public work described as follows:

PROJECT NAME: _____

BID NO.: _____

WHEREAS, said CONTRACTOR is required California Civil Code section 9554 et. seq furnish a Labor and Material Bond in connection with said Contract;

NOW, THEREFORE, We, the PRINCIPAL and _____, doing business in California as an admitted Surety located at _____, City of _____, State of California, as Surety, are indebted to the DISTRICT in the sum of _____ **AND** ___/100 (\$ _____), for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally. said sum being not less than one hundred percent (100%) of the total amount payable by said DISTRICT under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, his or its subcontractors, heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 ; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor performed under the contract or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the Sureties will pay for the same, in case suit is brought upon this bond reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9554 et. seq.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be

construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL:

Corporate Seal of Principal if Corporation _____ Principal

By: _____

Print Name: _____

Title: _____

SURETY: _____

By: _____

Title: _____

Telephone: _____

Attach Attorney-in-Fact Certificate and Required Acknowledgement

ATTACHMENT NO. 7 TO AGREEMENT

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

WHEREAS, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** OF SAN BERNARDINO COUNTY, (sometimes referred to hereinafter referred to as "District or as "Obligee") has awarded _____, (hereinafter designated as the "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

PROJECT NAME: _____

BID NO.: _____

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contracts and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

CONTRACTOR and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL:

Corporate Seal of Principal if Corporation _____ Principal

By: _____

Print Name: _____

Title: _____

SURETY: _____

By: _____

Title: _____

Telephone: _____

Attach Attorney-in-Fact Certificate and Required Acknowledgement

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____ _____ Telephone: _____	(Name and Address of agent or representative for service for service of process in California) _____ _____ Telephone: _____
--	--

STATE OF CALIFORNIA)
)
 COUNTY OF) ss.

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

 Notary Public in and for said State (SEAL)

Commission expires: _____

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

ATTACHMENT NO. 8 TO AGREEMENT

PRIME/GENERAL CONTRACTOR INFORMATION

Company Name: _____

Mailing Address: _____

Delivery Address, if different: _____

COMPANY CONTACTS

General Correspondence: _____
Name & Title Phone: _____
Fax: _____

Billing & Pay Requests: _____
Name & Title Phone: _____
Fax: _____

Field Issues/Coordination: _____
Name & Title Phone: _____
Fax: _____

Proposal Requests &
Change Order Pricing: _____
Name & Title Phone: _____
Fax: _____

Submittals: _____
Name & Title Phone: _____
Fax: _____

RFI's: _____
Name & Title Phone: _____
Fax: _____

24-HOUR EMERGENCY CONTACT

Name: _____

Title: _____

Telephone: _____

Cell Phone/Pager: _____

ATTACHMENT NO. 9 TO AGREEMENT

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

VENDOR TAX INFORMATION
(Substitute Form W-9)

INDIVIDUAL:

Name of Individual as it appears
On Social Security Card: _____
Social Security Number (SSN): _____
Resident of California (Check One): Yes No

SOLE PROPRIETOR:

Name of Individual Owner: _____
Business Name: _____
Taxpayer Identification Number/SSN: _____
(Use number that income from business will be report under)
Resident of California (Check one): Yes No

PARTNERSHIP:

Name of Partnership: _____
Federal Identification Number: _____
Resident of California (Check one): Yes No

CORPORATION:

Name of Corporation: _____
Federal Identification Number: _____
Qualified to do business in California
and/or permanent place of business
in California (Check one): Yes No

TAX EXEMPT ORGANIZATION/ENTITY:

Name of Organization/Entity: _____
Department/Unit, if applicable: _____
Federal Identification Number: _____
Why are you tax exempt? _____

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

Signature Title Date Phone

Failure to furnish correct information and return this form will subject our payment(s) to you to 31% backup withholding, per IRS regulations.	SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT 956 West 9 th Street San Bernardino, CA 92411 ATTN: FACILITIES MANAGEMENT DEPT
--	--

ATTACHMENT NO. 10 TO AGREEMENT

VENDOR APPLICATION

When completed mail to:

San Bernardino City Unified School District
Purchasing Department
777 N. 'F' Street, San Bernardino, CA 92410
(909) 381-1126

Business Name: _____

*Business License Number: _____ Expiration Date: _____

Representative's Name: _____ Title: _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

List of references where your company provided products/services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

Authorized Vendor Representative Signature: _____ Date: _____

Name: _____ Title: _____

ATTACHMENT NO. 11 TO AGREEMENT

CERTIFICATION OF NON-UTILIZATION OF ASBESTOS MATERIAL

PROJECT: _____

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

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

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

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

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

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

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

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

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

Subcontractor (if applicable):

General/Prime Contractor:

Name: _____

Name: _____

By: _____

By: _____

Signature _____

Signature: _____

ATTACHMENT NO. 12 TO AGREEMENT

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

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

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

CONTRACTOR

CONTRACTOR'S PRINCIPAL'S SIGNATURE

DATED

ATTACHMENT NO. 13 TO AGREEMENT

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____Three_____ (____3____) years from the date of the Notice of Completion of the above-mentioned structure by the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) days after being notified in writing by the DISTRICT or within 48 hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the DISTRICT to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the DISTRICT's enforcement of this Guarantee.

Countersigned:

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ATTACHMENT NO. 14 TO AGREEMENT

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS
(Modernization Projects)**

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

***ATTACHMENT A: CONTRACTOR CERTIFICATION REGARDING
BACKGROUND CHECKS***

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

ATTACHMENT NO. 15 TO AGREEMENT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (Optional)

This Escrow Agreement is made and entered into by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, _____, San Bernardino, California _____, hereinafter called "OWNER", and _____ whose address is _____, hereinafter called "CONTRACTOR", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the OWNER, CONTRACTOR and Escrow Agent agree as follows:

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate the CONTRACTOR as beneficial owner.

(2) The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the OWNER makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.

(4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.

(6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

(8) Upon receipt of written notification from the OWNER certifying that the Contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

ATTACHMENT NO. 16 TO AGREEMENT

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR
CLOSE-OUT STATEMENT**

The Contractor shall complete this form, as a condition to final payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	\$ Amount of Contract

*Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the contract for Bid No. _____ equaled _____ dollars (\$ _____), which represents approximately ____% of the total contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____