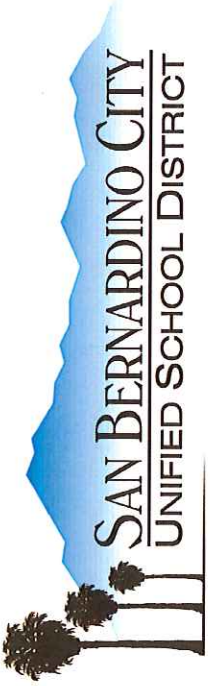




Bid Results & 3 Lowest Bids Subcontractor Lists Available at
 Facilities website under the procurements tab by bid number:
<http://www.sbcusdfacilities.com/procurement/nib.cfm>

	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Southern California Landscape Inc., Fontana, CA	\$ 590,248.00
2	Principles Contracting, Inc., Riverside, CA	\$ 713,000.00
3	Promised Land Nursery., Menifee, CA	\$ 897,777.00
4	Conserve LandCare., Thousand Palms, CA	\$ 941,000.00
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SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT

BID OPENING SIGN-IN SHEET

BID NUMBER: F16-03 – Sod Renovation at Various Sites

DATE – 09/15/2015

Board of Education – Conference Room A & B

NAME	COMPANY	PHONE	E-MAIL
MELISSA MORALES	SOUTHERN CALIFORNIA LANDSCAPE	909-350-3522	social915@aol.com
PEI	JEFF SIMON	951-367-0770	
ERIK PORTUONDO Promised Land Paul Pickett	CONSERVE LANDSCAPE Promised Land Nancy	760-219-5900 909 856-3018	epartuondo@conservelandscape.com promisedlandnyc@yahoo

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

SOD RENOVATION

VARIOUS SITES

Vermont ES: 3695 Vermont St., 92407; Arroyo Valley HS: 1881 W. Base Line St., 92411

Bid No. F16-03

CONTRACTOR
NAME:

Southern California Landscape, Inc.

ADDRESS:

8636 Banana Ave

Fontana, CA 92335

TELEPHONE:

(909) 350-3522

FAX:

(909) 350-3553

EMAIL:

socal915@aol.com

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. F16-03

Sod Renovation at 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	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>	_____	_____	_____	_____	_____	_____

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.

TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Five hundred ninety thousand two hundred forty eight DOLLARS
(\$ 590,248.00)

Total price by 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 (\$ _____)
Alternate No. 2: ADD/DEDUCT N/A Dollars (\$ _____)
Alternate No. 3: 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:

Southern California Landscape, Inc.
R. Keith Lyon Sr. President
Lee Ann Lyon Secretary
R. Keith Lyon Jr. Treasurer

(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: 753861
License expiration date: 9/30/14
Name on License: Southern California Landscape, Inc.
Class of License: C27

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.

Southern California Landscape, Inc.
Proper Name of Company

Keith Lyon
Name of Bidder Representative

8636 Banana Ave
Street Address

Fontana, CA 92335
City, State, and Zip

(909) 350-3522
Phone Number

(909) 350-3553
Fax Number

socal915@aol.com
E-Mail

By: K. Keith Lyon Date: 9/15/15
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.

DESIGNATION OF SUBCONTRACTORS FORM

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

Proper Name of Bidder: Southern California Landscape, Inc.

Date: 9/15/15

Name: R. Keith Lyon Sr.

Signature of Bidder Representative: *R. Keith Lyon Sr.*

Address: 8636 Bahana Ave Fontana, CA 92335

Phone: 909-350-3522

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

SOD RENOVATION

VARIOUS SITES

Vermont ES: 3695 Vermont St., 92407; Arroyo Valley HS: 1881 W. Base Line St., 92411

Bid No. F16-03

CONTRACTOR
NAME:

Principles Contracting, Inc.

ADDRESS:

1760 Marlborough Avenue

Riverside CA 92507

TELEPHONE:

(**951**) **367-0770**

FAX:

(**951**) **779-1064**

EMAIL:

bud@principlescontracting.com

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. F16-03

Sod Renovation at 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 Number Number Number Number Number
1 2 _____ _____ _____ _____ _____ _____ _____

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.

TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Seven hundred thirteen thousand and no/100 _____ DOLLARS

(\$ 713,000.00)

Total price by 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 (\$ n/a)

Alternate No. 2: ADD/DEDUCT n/a Dollars (\$ n/a)

Alternate No. 3: ADD/DEDUCT n/a Dollars (\$ n/a)

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:

Principles Contracting, Inc.

Deaudra Barker-Signor President

Jeff Signor, Vice President

(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: 982517

License expiration date: 4-30-17

Name on License: Principles Contracting, Inc.

Class of License: A B C-27

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.

Principles Contracting, Inc.

Proper Name of Company

Deaudra Barker-Signor

Name of Bidder Representative

1760 Marlborough Avenue

Street Address

Riverside CA 92507

City, State, and Zip

(951) 367-0770

Phone Number

(951) 779-1064

Fax Number

bud@principlescontracting.com

E-Mail

By: Deaudra Barker-Signor Date: 9-15-15
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.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number
Maintenance \$32K	Valley Crest Landscape Maintenance	8726 Calabash Avenue Fontana CA 92335	bhenry@valleycrest.com	266211 C-27
		909-349-1802		
Sod Installation \$40K	AG Sod Farms Inc.	2900 Adams Street Ste C-120 Riverside CA	nuevo@agsod.com	648627 C-27

Proper Name of Bidder: **Principles Contracting, Inc.**

Date: **9-15-15**

Name: **Deandra Barker-Signor, President**

Signature of Bidder Representative: *Deandra Barker-Signor*

Address: **1760 Marlborough Avenue Riverside Ca 92507**

Phone: **951-367-0770**

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

SOD RENOVATION

VARIOUS SITES

Vermont ES: 3695 Vermont St., 92407; Arroyo Valley HS: 1881 W. Base Line St., 92411

Bid No. F16-03

CONTRACTOR NAME: Promised Land Nursery

ADDRESS: Po Box 1187^{or} 25485 Palomar Rd
Menifee Ca 92585

TELEPHONE: (909) 856-3078

FAX: (951) 928 9642

EMAIL: Promisedlandnursery@yahoo.com

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. F16-03

Sod Renovation at 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	Number	Number	Number	Number	Number
① 9-1-15 pp	② 9-11 pp	_____	_____	_____	_____	_____	_____

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.

TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Eight Hundred ninety seven Seven Hundred seventy Seven DOLLARS

(\$ 897,777⁰⁰)

Total price by shall equal total price of entire job.

NA
RP

[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 _____ Dollars (\$ _____)

Alternate No. 2: ADD/DEDUCT _____ Dollars (\$ _____)

Alternate No. 3: ADD/DEDUCT _____ 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:

Paul Pendleton

Veronica Pendleton

(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: 377771
License expiration date: 2-28-17
Name on License: Promised Land Nursery
Class of License: C-27

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.

Promised Land Nursery

Proper Name of Company

Paul Pendleton

Name of Bidder Representative

* PO Box 1187 Alt 25485 Palomar Rd

Street Address

Men. Fee Ca 92585

City, State, and Zip

(909) 856-3078

Phone Number

(909) 856-3078

Fax Number

promisedlandnursery@yahoo.com

E-Mail

Paul Pendleton

By:

Signature of Bidder Representative

Date:

9-10-15

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.

N/A
DESIGNATION OF SUBCONTRACTORS FORM

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

Proper Name of Bidder: Promised Land Nursery
 Date: 9-10-15
 Name: Paul Pendleton
 Signature of Bidder Representative: Paul Pendleton
 Address: PO Box 1187 Merilee Ca 92585
 Phone: 909 856-3078