

San Bernardino City Unified School District

777 North "F" Street
San Bernardino, CA 92410

FACILITIES, MAINTENANCE & OPERATIONS DEPARTMENT

Title of Bid

**Requirements Contract for Chiller Servicing and
Repairs at Various District Sites**

BID No. M10-02

Bid Documents



Bid Opening: May 5, 2010 @ 2:00 p.m.

777 North "F" Street
San Bernardino, CA 92410

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Bid Opening: **May 5, 2010 @ 2:00 p.m. @ Conference Room A & B**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North "F" Street
San Bernardino, CA 92410

NOTICE INVITING BIDS
(Section I)

NOTICE IS HEREBY GIVEN that **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** of San Bernardino County, State of California, a project of the Maintenance and Operations Department, acting by and through its Governing Board, hereafter referred to as the “District” will receive up to but not later than Wednesday, May 5, 2010 at 2:00 p.m., sealed bids for the award of a contract for:

Requirements Contract for Chiller Servicing and Repairs at Various District Sites
Bid No. M10- 02

SUBMITTAL OF BIDS

All bids shall be made on a bid form furnished by the DISTRICT. Bid Forms, together with all required attachments to the Bid Form, **in a sealed envelope with a copy of the completed required bid cover sheet affixed to the outside of the envelope**, shall be delivered to the DISTRICT and placed in the **Bid Box** in the **Purchasing Department** of San Bernardino City Unified School District, 777 North “F” Street, San Bernardino, CA 92410, not later than **2:00 p.m. on Wednesday, May 5, 2010**. Bid Forms received by the stipulated time will be promptly opened in public and read aloud at the time, date and location stated above. Bid received after the stipulated time will be rejected and returned to BIDDERS unopened.

The DISTRICT will not accept incomplete bids, bids received after the stipulated time, bids sent to the address or location other than that specified herein, or bids otherwise not delivered in accordance with the requirements of this Notice, whether by the BIDDER or courier/delivery service.

All bids submitted must be readily identifiable as bid submissions by the presence of the completed bid cover sheet affixed to the outside of the sealed envelope. Bids delivered in an outer envelope of a courier/delivery service or other envelope without a completed bid cover sheet affixed to the outside must have, within the outer envelope, a second sealed envelope containing the bid with the completed bid cover sheet affixed. DISTRICT will not be responsible for the timely identification or receipt of bids not delivered in a sealed envelope with a clearly visible and completed bid cover sheet affixed to it.

IT IS THE RESPONSIBILITY OF EACH BIDDER TO MAKE CERTAIN THE BID IS DELIVERED ON TIME IN THE SPECIFIED MANNER AT THE SPECIFIED LOCATION AND PLACED IN THE BID BOX.

BID GUARANTEE AND SECURITY

Each bid shall be accompanied by a cashier’s check made payable to the 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 in the proposal.

The check or bid bond shall be given as a guarantee that the BIDDER will execute the contract if it is awarded to it, in conformity with the Contract Documents, and will provide the surety bonds as specified in the Contract Documents, within five (5) calendar days after notification of the DISTRICT'S award of the contract to the BIDDER. In case of BIDDER'S refusal or failure to execute the Agreement and provide the bonds and other documents within the aforesaid five (5) calendar days of the award, the cashier's check, or bid bond, as the case may be, shall be forfeited to the DISTRICT, as liquidated damages.

Each BIDDER shall guarantee his bid for a period of ninety (90) days after the date set for the opening of bids, and agree not to withdraw his bid prior to that time.

PERFORMANCE AND PAYMENT BOND

Payment Bond and Performance Bond will be required prior to the execution of the contract, in the form and amount set forth in the Contract Documents. Said bonds shall be on a form acceptable to the DISTRICT from an admitted California Surety satisfactory to the DISTRICT and listed in the Federal Register, issued by the Department of Treasury and licensed in California. Said bonds shall remain in full force and effect through the guarantee period.

General CONTRACTORS bidding this work shall require, pursuant to Public Contract Code Article 4108, all subcontractors providing labor and materials in excess of \$100,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond.

All General CONTRACTORS bidding on this work must specify this requirement for subcontractor bonds in their written or published requests for subcontractor bids. Failure to comply with this requirement shall not excuse the General CONTRACTOR from complying with the subcontractor bonding requirements.

The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Bidders from these requirements.

No payments will be made to the General CONTRACTOR until the General CONTRACTOR provides the aforementioned subcontractor bonds to the DISTRICT. However, even after the contract is signed by both the District and the General Contractor and before the Notice to Proceed is issued, should the work under contract not proceed due to lack of availability of funds, the contractors must attempt to get back from the surety company the funds paid for the performance and payment bonds.

BID AND CONTRACT DOCUMENTS

BID DOCUMENTS: Each Bid Form shall be in accordance with Contract Documents. Bidders must submit bids on bid forms specified by the District. The contract documents can be viewed and download at the District website listed as: <http://www.sbcusd.com/bids.aspx>; and www.sbcusdfacilities.com; Contractors who are desirous of securing hard copies of the specifications and proposal forms for the purpose of preparing and submitting a proposal for this work may do so subject to certain conditions, hereinafter stated, from the Maintenance and Operations office at 956 West 9th Street, San Bernardino, CA 92411. It is strongly suggested that potential bidders acquire a copy of the contract documents prior to the mandatory pre-bid job walk, so they can familiarize themselves with the project.

Each bid must conform and be responsive to all pertinent Bidding Requirements and Contract Documents, which are on file and open for public inspection at the Maintenance and Operations Department.

REQUESTS FOR BID INFORMATION, CLARIFICATIONS, ADDENDA:

Deadline to submit Requests for Bid Information (RFBI) is 4:00 p.m., Friday, April 30, 2010. All Requests for Bid Information, clarifications and addenda will be issued by the District no later than 4:00 p.m., Monday, May 3, 2010. All responses to Requests for Bid Information, clarifications and/or addenda shall also be posted at the District website at <http://www.sbcusd.com/bids.aspx>; and the Facilities Management website at www.sbcusdfacilities.com;

SCOPE OF WORK

The work under this bid is a **Requirement Contract for Chiller Servicing and Repairs at Various District Sites**, a project of the Maintenance and Operations Department. This is a Requirements Contract for the listed items and sites. The initial contract term shall be for approximately twelve months from the Notice-to-Proceed. Bids may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of five years. This Contract includes an allowance of \$78,000.00. Said allowance is to be used exclusively for the Owner's purposes and for any necessary repair work. The initial annual estimated dollar value of this contract is anticipated to be \$200,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on an item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid or extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustments which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$3,000,000.00.

REQUIRED ITEMS

Each bid shall be accompanied by the security referred to in the Contract Documents, all items indicated in Section II, and a list of proposed subcontractors. *Each bid must include a completed Contractors' Qualification Statement, Section X, pages 1 through 5, failure to do so will result in rejection of the bid.* Local and minority bidders are specifically encourage to submit bids.

AWARD OF CONTRACT: The District reserves the right to award all or part of this contract to the lowest responsible bidder. The lowest "total composite price" for the three (3) operational visits and the one (1) annual comprehensive visit per year defined in the scope of work will be the basis for contract award. The DISTRICT, however, reserves the right to reject any or all Bids in their entirety, or portions thereof, as deemed necessary by the DISTRICT and subject to availability of construction funds. DISTRICT reserves its rights to waive any irregularities and informalities in any Bid or in the Bidding for any reason.

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

SUBSTITUTION FOR RETENTIONS: Pursuant to Public Contract Code Section 22300, General Contractor will be permitted at own expense the option to deposit securities *or retention earnings* with an escrow agent as a substitute for retention earnings withheld by District to ensure performance.

PREVAILING WAGES: District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages, in the locality where this work is to be performed, for each craft or type of workers needed to execute the contract. Copies of the ascertained wage rates are on file in the District offices and are available to any interested party on request. The successful bidder will be required to post a copy thereof at each job site.

HAZARDOUS MATERIALS: Pursuant to Public Contract Code Section 7104, the General Contractor shall agree to the provisions of said section concerning sub-surface hazardous materials. Certification is contained in the Agreement Form.

LICENSE REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all BIDDERS must possess proper licenses for performance of this Contract. At the time of bid, and for the duration of the Contract, if awarded, CONTRACTORS shall possess the following California CONTRACTOR'S licenses in order to perform the specified Bid Category of Work.

Category	License
Warm-Air Heating, Ventilating and Air-Conditioning Contractor	C20

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Additionally, all General CONTRACTORS and subcontractors must verify their possession of valid license requirements of the applicable local jurisdictions including but not limited to CAL -OSHA.

PRE-BID CONFERENCE AND JOB WALK

A mandatory pre-bid conference and job walk will be held for attendance by any interested BIDDER with representatives of the DISTRICT. The pre-bid conference and job walk will commence at **10:00 am, Tuesday, April 27, 2010 at the Maintenance and Operations Conference Room**, located at 956 West 9th Street, San Bernardino, CA 92411. Plan for a minimum of three (3) hours to walk all the sites. It is mandatory that each bidder have an authorized representative attend this meeting so that a clear understanding of the scope and detail of the work may be understood. Failure to be represented at this pre-bid conference will result in the rejection of your bid. All CONTRACTORS planning to submit a bid for the project are **REQUIRED** to attend to become familiar with the conditions of the jobsites and the project requirements. **THIS WILL BE THE ONLY OPPORTUNITY TO INSPECT THE SITES PRIOR TO BID.**

PUBLICATION AND BID DATES

First Publication:	Thursday, April 15, 2010
Second Publication:	Thursday, April 22, 2010
Pre-Bid Conference & Job Walk	10:00 AM, Tuesday, April 27, 2010
RFBI Deadline	4:00 PM, Friday, April 30, 2010
Addendum Issuance (if any)	4:00 PM, Monday, May 3, 2010
Bid Opening Date:	2:00 PM, Wednesday, May 5, 2010

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

(Section II)

1. PREPARATION OF BID FORM. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SECURITY. Each bid shall be accompanied by a certified or cashiers check payable to the DISTRICT, or a satisfactory bid bond in favor of the DISTRICT executed by the bidder as principal and a satisfactory surety company as surety, in an amount of not less than ten (10) percent of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract, if it is awarded to him, in conformity with the contract documents and shall provide the surety bond or bonds as specified within fifteen (15) days after notification of the "intent to award" of the contract to the bidder. Said surety shall be forfeited to the DISTRICT should the bidder to whom the Contract is awarded fail to execute the Agreement and provide said bonds within fifteen (15) calendar days of the notification of the "Intent to award".

3. SIGNATURE. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

4. MODIFICATIONS. Changes in or additions to the bid form, recapitulations of the work bid upon alternative proposals or any other modifications of the bid form which is not specifically called for in the contract documents will result in the DISTRICT'S rejection of the bid as not being responsive to the Notice Inviting Bids. No oral or telephonic modifications of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that the confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

5. ERASURES. The bid submitted must not contain any erasures, interlineations or other correction unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction of the signature or signatures of the person or persons signing the bid.

6. EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each bidder shall attend the pre-bid conference and, visit each site of the proposed work beforehand 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 may be fully understood. Bidders shall thoroughly examine and be familiar with the drawings and/or 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 pre-bid sites and become acquainted with the 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.

7. WITHDRAWAL OF BIDS. Any bid may be withdrawn by the bidder either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

8. AGREEMENT AND BONDS. The agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bond which will be required in accordance with Civil Code Section 3247 prior to execution of the agreement, are included in the contract documents and should be carefully examined by the bidder. The payment bond shall be in the amount of one hundred (100) percent of the contract. The contractor will also be required to furnish a performance bond in the amount of one hundred (100) percent of the amount of the contract prior to execution of the contract. The lowest responsible bidder shall have 15 calendar days from the date of the notification of the “Intent to award,” to assemble properly executed bonds and signed agreements and return them to the Maintenance and Operations Department, attn: Peace Aneke. Failure to meet this suspense will result in the bidder being “non-responsive” and be cause for rejection of their bid. The Surety must have a “Best” rating of “A” or higher. A- or lower will not be accepted.

9. INTERPRETATION OF PLANS AND DOCUMENTS. If any person 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 person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued on the District website: <http://www.sbcusd.com/bids.aspx>; and at Maintenance & Operations District website: www.sbcusdfacilities.com; and/or a copy of such addendum may be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder.

10. 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 bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a bid or quoting prices to other bidders or making a prime proposal.

11. AWARD OF CONTRACT. 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. The award of the contract, if made by the District, will be to the lowest responsible and responsive bidder thereof. District reserves the right to award all or part of this contract to the lowest responsible and responsive bidder(s).

12. ALTERNATES. If alternate bids are called for, the contract may be awarded, at the election of the governing board, to the lowest responsible bidder on the base bid or on the base bid and any alternate or combination of alternates.

13. EVIDENCE OF RESPONSIBILITY. A bidder whose bid is under consideration for the award of the contract must have submitted to the District, at the time of bid, satisfactory evidence showing the bidder's licenses, financial resources, construction experience and organization available for the performance of the contract. The documents necessary for review by the District are those outlined herein below in paragraph 14, Contractors Qualification Statement.

The submittal of these documents shall be in a separately sealed envelope with the words "Evidence of Responsibility" with the project name and the contractor's name clearly printed on the outside.

14. CONTRACTOR'S QUALIFICATION STATEMENT. In order for the District to determine the successful bidder, the bidder shall submit, in writing, at the time of submission of the bid:

- A. A completed Contractor's Qualification Statement form (Section IX). The form is furnished with the Contract Documents. Failure to successfully complete this form will be cause for rejection of the bid.
- B. Proof on the Contractor's Qualification Statement that the bidder has been in business under the same license and company name for at least five consecutive years and shall have successfully completed at least three similar, both dollar amount and scope of work, projects to those being bid.

The procedure for submitting this required information is outlined under paragraph 13 above titled, Evidence of Responsibility.

15. LISTING SUBCONTRACTORS. Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 et seq.). Forms for this purpose are furnished with the contract documents (Section VII, page 3 of 5).

16. WORKER'S COMPENSATION. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to

the employees. Contractor shall sign and file with District the following certificate (Section VIII) prior to performing the work under this contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

17. EQUAL OPPORTUNITY. The bidder shall certify that there is a compliance of Equal Employment Opportunity requirements and good faith effort has been made to improve minority employment and agrees to meet federal and state guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Complete and return the Equal Opportunity Certification form (Section X) with bid.

18. CONFERENCE AND PRE-BID INSPECTION

A. A mandatory pre-bid conference for all interested bidders will be held:

**April 27, 2010 at 10:00 a.m. at Maintenance & Operations Department
Conference Room, 956 West 9th Street, San Bernardino, Ca 92411,
Telephone no. is (909) 388-6100**

B. It is mandatory that each bidder has an authorized representative attend this meeting so that a clear understanding of the scope and detail of the work may be understood. Failure to be represented at this pre-bid conference will result in the rejection of your bid.

C. To help eliminate any confusion as to the exact scope of work, a pre-bid conference will be held to discuss the anticipated work. The District will also conduct site visits following the pre-bid conference to inspect those areas that will be renovated. **THIS WILL BE THE ONLY OPPORTUNITY TO INSPECT SITES PRIOR TO BID.**

****Note:** Plan for up to three (3) hours for requested site visits.

19. COMPLETION OF WORK AND LIQUIDATED DAMAGES. Work shall be commenced on the date stated in the District's Notice to Proceed and shall be completed by the Contractor in the time frame specified in the Scope of Work. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage, it is agreed that the Contractor shall pay to the

District as fixed and Liquidated damages, and not as a penalty, the sum stipulated in the amount of Two Hundred Fifty dollars (\$250.00) per calendar day that the work remains incomplete beyond the completion date.

20. PRICE BID SCHEDULE. The prices listed on the bid will include all materials, labor, equipment, supplies, transportation, disposal, etc., necessary to perform and complete, in a good workmanlike manner, the work, described in Section III, Scope of Work and Section V Specifications. The contractor shall work Monday through Friday workdays. All prices shall reflect the necessary cost required to properly protect the students, staff, and District property from any work that may take place during any occupancy of the buildings or grounds.

Incidental costs - The foregoing bid must include California state sales tax, bonds, insurance and all costs incidental to the contract as applicable.

21. SCOPE OF WORK. The work to be performed under this contract shall include, but is not limited to, the following: (1) Attendance at job meetings (2) furnish competent chiller mechanics, all materials, parts, tools and equipment necessary to complete in an acceptable manner, (3) the inspection and repair of the equipment in accordance with the Manufacturer's specification and best industry practices. Inspection and repairs shall be in strict compliance with the latest written instructions of the Manufacturer of the chiller. All reports, notifications, deficiencies and site visits are to be emailed to the Maintenance and Operations HVAC Supervisor and Maintenance Manager, attention Ron Milhd. **The Yearly Schedule of Maintenance Plan must be submitted and approved by District prior to the commencement of any work.** All repairs and replacement of parts and components shall be inspected by the owner's representative for acceptance prior to payment.

22. A REQUIREMENTS CONTRACT. This is a requirements contract for servicing and repair of chillers at various District sites. The initial contract term shall be for approximately twelve months from NTP. Bids may be extended on an item-by-item basis, in approximately twelve-month increments, not to exceed a total of five years. This Contract includes an allowance of \$78,000.00. Said allowance is to be used exclusively for the Owner's purposes and for any necessary repair work. The initial estimated dollar value of this contract is anticipated to be \$200,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustment which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$3,000,000.00.

23. ALLOWANCE: The allowance of **\$78,000.00** has been made available by the DISTRICT. This allowance is defined as funds belonging to the DISTRICT to accomplish unforeseen repairs to the Heating, Ventilation Air-Conditioning Refrigeration (HVACR) equipment identified and listed herein in Section III. Any repairs to the HVACR equipment for periodic service, testing, and preventative maintenance as described in the scope of work and will be clearly identified and must be authorized in writing by the District’s Representative. There are no assertions that any part of the “allowance” will be used or awarded to the Contractor. The DISTRICT reserves the right to obtain other cost proposals from other vendors to accomplish needed repairs and may elect to award the repair work to another vendor when it is in the best interest of the DISTRICT. At project closeout, unused allowance shall be credited to Owner. Bidders shall add the total amount of allowance to the Composite Bid Price and shall provide surety bonds for the Total Contract Award amount.

24. KEY PROCEDURE. If, during the course of this contract, it becomes necessary to issue the contractor keys to District property, it will be done in accordance with established procedures through Maintenance & Operations Office located at **956 West 9th Street, San Bernardino, CA 92411**. Contractor shall complete the Application for Use of School Building Keys (Section XII). A refundable cash deposit will be collected prior to the issuance of any keys. The contractor will be responsible for any losses incurred while the facilities are under their care, custody, or control. Contractor is additionally bound by State Penal Code Section 469 that prohibits duplication of keys. Reimbursable costs to the District for rekeying school sites for any unreturned master keys will be charged to the contractor based on the following schedule.

Elementary Schools.....	\$5,500.00
Middle Schools.....	\$7,500.00
High Schools.....	\$15,000.00

Please note: \$250.00 Cash deposit is required for each key checked out, with a maximum of four (4) keys. Keys will be made available from 7:15 am to 8:00 am, 2:00 pm to 3:00 pm or by appointment only.

25. FINGERPRINTING REQUIREMENTS. Upon award of the Contract, the Contractor will be required to comply with the District’s fingerprinting requirements. (Section XI of this Document)

26. BID RESPONSE DEADLINE. Bids must be submitted to the **Purchasing Department Bid Box** by the time and date specified on the bid. Bids are submitted in sealed envelope with the title of the bid, bid number, due date and time of bid opening on the outside of the sealed envelope.

Bids received after the opening time and date will not be accepted. Bids submitted

after the deadline will be returned unopened and the bidder will be disqualified.
Faxed or emailed bids are not acceptable.

It is the sole responsibility of the bidder to see that the bid and all required documents are received in proper time at the San Bernardino City Unified School District, PURCHASING DEPARTMENT, BID BOX, 777 N. "F" St., San Bernardino, CA 92410.

SCOPE OF WORK & SPECIFICATIONS

(Section III)

Bid No. M10-02

Requirements Contract for Chiller Servicing and Repair at Various District Sites

SCOPE OF WORK:

1. The work to be performed under this specification shall include, but is not limited to the following: The Contractor shall attend necessary job meetings and shall furnish competent chiller mechanics, all materials, tools and equipment necessary to complete, in an acceptable manner, the inspection and repair of the equipment in accordance with the Manufacturer's specification and best industry practices. Inspection and repairs shall be in strict compliance with the latest written instructions of the Manufacturer of the chiller. All reports, notifications, deficiencies and site visits are to be emailed to the Maintenance and Operations HVAC Supervisor and Maintenance Manager, attention Ron Milhd. The Yearly Schedule of Maintenance Plan must be approved by Maintenance and Operations prior to the commencement of any work.
2. This is a Requirements Contract for chiller servicing and repair at various District sites. The initial contract term shall be for approximately twelve months from NTP. Bids may be extended on an item-by-item basis, in approximately twelve-month increments, not to exceed a total of five years. This Contract includes an allowance of \$78,000.00. Said allowance is to be used exclusively for the Owner's purposes and for any necessary repair work. The initial annual estimated dollar value of this contract is anticipated to be \$200,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on an item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid or extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustments which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$3,000,000.00.
3. The District reserves the right to reject all bids without cause or to waive any or all irregularities. The lowest "total composite price" will be the basis for contract award.
4. A MANDATORY JOB WALK WILL BE HELD AT THE **MAINTENANCE & OPERATIONS DEPARTMENT, CONFERENCE ROOM, 956 WEST 9TH STREET, SAN BERNARDINO, CA 92411 TUESDAY, APRIL 27, 2010 @ 10:00 A.M.**

Worksite Locations

<u>Building</u>	<u>Equipment</u>
Arrowhead Elementary 3825 Mt. View Avenue San Bernardino, CA 92405	CARRIER 30HXC-076-RZ630AA
Arrowview Middle School 2299 North G Street San Bernardino, CA 92405 XXXX	YORK SCREW CHILLER MDL# YCWS01405C46ZAASBXXXXTXXLXXXX 44XXXXXXXXXXXX SA XXXXXXXXXXXXXXX B1 SERIAL# RLSM020322
Arroyo Valley High School 1881 W. Baseline Street San Bernardino, CA 92411	CARRIER 30GX136-630BA
Board of Education 777 N. F Street San Bernardino, CA 92411	CARRIER FLOW TRONIC RACKS (2 units) MDL# 30HR0908600/ SERIAL# 812252 and MDL# 30HR0908600/ SERIAL# F 803056
Cajon High School 1200 Hill Drive San Bernardino, CA 92407	CARRIER 30HXC-206-RZ600KA (2 units)
Emmerton Elementary 1888 Arden Avenue San Bernardino, CA 92404	TRANE RTWA100YE01C3
Kimbark Elementary 18021 W. Kenwood Ave. San Bernardino, CA 92407	TRANE AIR COOLED CHILLER MDL# CGACD123RLNLL626 SERIAL# J91K82310
North Park Elementary 5378 N. H Street San Bernardino, CA 92407	CARRIER 30HXC-106-RY6KA
Bonnie Oehl Elementary 2525 Palm Avenue Highland, CA 92346	CARRIER 30HXC-106-RY600KA
Riley Elementary 1266 North G Street San Bernardino, CA 92405	TRANE RTHWA1004YE01C3
San Bernardino High School 1850 North E Street San Bernardino, CA 92405	CARRIER FLOW TRONIC RACKS (2 units) MDL# 30HR110-E610 SERIAL# 2394J07540
San Gorgonio High School 2299 Pacific Street San Bernardino, CA 92404	CARRIER 23XL-434-3ND40 and TURBO CORE RETRO FIT 23XL (2 units) MDL# J4734 SERIAL# 100404-5

Serrano Middle School
3131 Piedmont Drive
Highland, CA 92346

CARRIER 30HXC-116-RZ600 (2 units)

Shandin Hills Middle School
4301 Little Mountain Drive
San Bernardino, CA 92407

CARRIER 30HXC-116-RZ600 (2 units)

SMART Building
793 North E Street
San Bernardino, CA 92410

TRANE COLD GENERATOR
MDL# CG125 B
SERIAL# 541867

Operational visits performed three (3) times per year:

Chiller Inspection and Testing and Repair/Replacement of Components

Carrier Chiller Series 23XL

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with the site administration upon arrival and School Police as needed.
Check general machine operation.
Check control, power and piping of unit.
Check refrigerant charge.
Check safety and operating controls.
Check starter and wiring contacts.
Check gauges and indicator lights.
Check and record chilled and hot water in and out temperatures.
Check and record chilled and hot water flow delta P and pump delta P.
Check and record cooler refrigerant temperature and pressure.
Check and record condenser water in and out temperature.
Check and record condenser water flow and pump delta P.
Check and record rotor inlet temperature.
Check and record condenser leaving temperature difference.
Check and record oil level and oil filter differential pressure.
Check and record oil sump pressure and temperature.
Check and record bearing temperature and oil pressure.
Provide cleanup, startup and checkout of workstation.
Verify approach for proper operation.
Make operation adjustments as required and log changes.
Report any uncorrected deficiencies noted within 24 hours.
Provide written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss the general operation of the machine.

Carrier Chiller Series 30HXC

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with site administration upon arrival and School Police as needed.
Inspect operating and safety controls. Record readings.
Check starter wiring and contacts.
Check refrigerant charge.
Check compressor internal oil filter delta P.
Check and record chilled and hot water in and out temperature.
Check and record chilled and hot water flow delta P and pump delta P.
Check and record cooler refrigerant temperature and pressure.
Check and record condenser water in and out temperature.
Check and record condenser water flow delta P and pump delta P.
Check and record suction temperature.
Check and record condenser leaving temperature difference.
Check and record oil filter differential pressure.
Check and record motor temperature.
Check and record oil pressure.

Provide cleanup, startup and checkout of workstation.
Verify approaches for proper operation.
Make operation adjustments as required and log changes.
Report any uncorrected deficiencies noted within 24 hours.
Provide written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss the general operation of the machine.

Trane Chiller Series RTWA 1004Y

Notify Maintenance and Operations at least 48 hours prior to visiting site
Check in with site administration upon arrival and School Police as needed.
Inspect operating and safety controls. Record readings.
Check refrigerant charge.
Check gauges and indicator lights.
Check and record evaporator entering and leaving water temperature.
Check and record evaporator refrigerant temperature and pressure.
Check and record condenser entering and leaving water temperature.
Check and record circuit 1 condenser refrigerant pressure.
Check and record circuit 1 suction refrigerant temperature.
Check and record circuit 1 saturated evaporator and condenser refrigerant temperature.
Check and record circuit 2 evaporator and condenser refrigerant pressure.
Check and record circuit 2 compressor suction refrigerant temperature.
Check and record circuit 2 saturated evaporator and condenser refrigerant temperature.
Check and verify oil levels.
Check and record compressor A and B entering oil temperature.
Provide cleanup, startup and checkout of workstation.
Verify approaches for proper operation.
Make operation adjustments as required and log changes.
Report any uncorrected deficiencies noted within 24 hours.
Provide written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss the general operation of the machine.

York Screw Chiller

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with site administration upon arrival and School Police as needed.
Inspect operating and safety controls. Record readings.
Check starter wiring and contacts.
Check refrigerant charge.
Check compressor internal oil filter delta P.
Check and record chilled and hot water in and out temperature.
Check and record chilled and hot water flow delta P and pump delta P.
Check and record cooler refrigerant temperature and pressure.
Check and record condenser water in and out temperature.
Check and record condenser water flow delta P and pump delta P.
Check and record suction temperature.
Check and record condenser leaving temperature difference.

Check and record oil filter differential pressure.
Check and record motor temperature.
Check and record oil pressure.
Provide cleanup, startup and checkout of workstation.
Verify approaches for proper operation.
Make operation adjustments as required and log changes.
Report any uncorrected deficiencies noted within 24 hours.
Provide written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss the general operation of the machine.

Provide consultation services as to the condition of the equipment and provide information and advice on how to enhance the efficiency of the plant and any additional planned maintenance required.

Provide all the necessary parts, components and materials, including refrigerant, to service and repair chillers and enhance efficiency of the mechanical air condition system during each servicing being performed in the scope of work. All parts, materials and components must be approved by the owner's representative prior to servicing and repairs and components replacement.

The Yearly Schedule of Maintenance Plan must be submitted and approved by District prior to the commencement of any work.

Annual comprehensive visits performed in addition to operational visits:

Chiller Inspection and Testing and Repair/Replacement of Components

Carrier Chiller Series 23 XL

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with site administration upon arrival and School Police as needed.
Leak test entire machine and provide AQMD Rule 1415 audit report to the owner.
Review and evaluate log readings.
Calibrate the cooler transducer, condenser transducer and oil pressure transducer.
Calibrate condenser high-pressure cutout.
Calibrate operating controls.
Retrieve an oil sample for analysis.
Replace oil filter and motor cooling filter.
Remove condenser head and clean/brush condenser tubes.
Check all gauges and indicator lights.
Check starter arc shields, capacitors, coil faces, fuses and heaters, linkages, transformers
and wire insulation. Report any concerns to Maintenance and Operations immediately.
Replace refrigerant and venture filters.
Use recognized and calibrated test equipment to acquire meg-ohm readings of the

compressor motor. Record readings.
Provide cleanup, startup and checkout of workstations.
Report any uncorrected deficiencies noted.
Provide a written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss general operation of the machine.

Carrier Chiller Series 30HXC

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with site administration upon arrival and School Police as needed.
Leak test entire machine and provide an AQMD Rule 1415 audit report to the owner.
Review and evaluate log readings.
Calibrate the cooler transducer, condenser transducer, oil pressure transducer and economizer transducer.
Calibrate operating controls as needed.
Take an oil sample for analysis.
Replace internal and external oil filters.
Remove the condenser head and clean/brush condenser tubes.
Check starter contacts and wire insulation. Report any concerns to Maintenance and Operations immediately.
Use recognized and calibrated test equipment to acquire meg-ohm readings of the compressor motor. Record readings.
Provide cleanup, startup and checkout of workstations.
Report any uncorrected deficiencies noted.
Provide a written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss general operation of the machine.

Trane Chiller Series RTWA 1004Y

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with site administration upon arrival and School Police as needed.
Leak test entire machine and provide an AQMD Rule 1415 audit report to the owner.
Review and evaluate log readings.
Calibrate the cooler transducer, condenser transducer and oil pressure transducer.
Calibrate operating controls.
Take an oil sample for analysis.
Replace oil filters.
Remove the condenser head and clean/brush condenser tubes.
Check starter contacts and wire insulation. Report any concerns to Maintenance and Operations immediately.
Use recognized and calibrated test equipment to acquire meg-ohm readings of the compressor motor. Record readings.
Provide cleanup, startup and checkout of workstations.
Report any uncorrected deficiencies noted.
Provide a written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss general operation of the machine.

York Screw Chiller

Notify Maintenance and Operations at least 48 hours prior to visiting site.
Check in with site administration upon arrival and School Police as needed.
Leak test entire machine and provide an AQMD Rule 1415 audit report to the owner.
Review and evaluate log readings.
Calibrate the cooler transducer, condenser transducer, oil pressure transducer and economizer transducer.
Calibrate operating controls as needed.
Take an oil sample for analysis.
Replace internal and external oil filters.
Remove the condenser head and clean/brush condenser tubes.
Check starter contacts and wire insulation. Report any concerns to Maintenance and Operations immediately.
Use recognized and calibrated test equipment to acquire meg-ohm readings of the compressor motor. Record readings.
Provide cleanup, startup and checkout of workstations.
Report any uncorrected deficiencies noted.
Provide a written report of all findings to Maintenance and Operations.
Check customer's log with operator, discuss general operation of the machine.

Condenser tube cleaning for all * Chillers during annual inspection:

Valve off machine and drain equipment
Remove condenser heads.
Remove division plate and gasket.
Check corrosion inhibitor anodes (if present), and replace as needed.
Record condition.
Mechanically clean tubes.
Re-assemble using new gaskets- check (as required) for proper division plate/gasket fit.

Provide annual Spectrochemical Oil Analysis on each of the (approximately 21) chillers and provide a detailed report to the District's HVAC Supervisor.

Contractor will be required to provide up to the total refrigerant capacity of any chiller system in any one (1) year as part of the maintenance activities under the contract except in the case of contractor negligence.

Annually, the Contractor will provide all equipment necessary for spectra vibration analysis of each chiller listed including:

- *Provide and indicate instrumentation used and limits of the analysis, if any.*
- *Provide an experienced operator. Provide operator's name and date of*

- analysis on report.*
- *Provide a graphic vibration signature taken in the horizontal, vertical, and axial directions.*
 - *Record and indicate at what locations vibration signatures were obtained.*
 - *Report the amplitude of vibration by velocity (inches/second) and frequency (cycles/minute).*
 - *Indicate areas which exceed acceptable levels (.10 inches/second) of vibration amplitude, at discrete frequency.*
 - *Provide a report with recommended corrective action as required.*
 - *Indicate re-analysis frequency based on results*

Provide consultation services as to the condition of the equipment and provide information and advice on how to enhance the efficiency of the plant and any additional planned maintenance required.

Provide all the necessary parts, components and materials, including refrigerant, to service and repair chillers and enhance efficiency of the mechanical air condition system during each servicing being performed in the scope of work. All parts, materials and components must be approved by the owner's representative prior to servicing and repairs and components replacement.

***Exceptions to condenser tube cleaning are the air-cooled chillers at Kimbark Elementary School and Arroyo Valley High School.**

GENERAL CONDITIONS
(Section IV)

Article 1. EXAMINATION OF SITE

Each contractor must carefully examine the site and become thoroughly familiar with all existing conditions within the scope of the work. By the act of submitting a bid, the contractor will be deemed to have made such examination, and to have accepted such conditions, and to have made allowance therefore in preparing the bid. No extras for chiller inspection, testing and servicing will be allowed for the work necessitated by omission or discrepancies. Repairs and components/parts replacement other than the above, must be submitted to the District for review and approval prior to proceeding.

Article 2. QUALIFIED WORKERS

All persons employed in the performance of this work shall be especially skilled for the kind of work for which they are employed and shall work under the direction of competent supervision.

Article 3. MATERIAL QUALITY AND SUBSTITUTIONS

The contractor shall furnish and use new materials, for every part and component of the work unless otherwise specified. Whenever, in the specifications, any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal," and contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that specified, then contractor shall furnish material, process, or article specified. Burden of proof as to equality of any material process, or article shall rest with the contractor. Contractor shall submit request, together with substantiating data, for substitution of an "or equal" item with bid submittal. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract. In the event contractor furnished material, process, or article is more expensive than that specified, difference in cost of such material, process, or article so furnished shall be borne by contractor. **(No asbestos containing material will be accepted.)**

Article 4. INSPECTION

A. All materials furnished and all work done under these specifications shall be subject to rigid inspection by the District inspector. Said inspector, employed by the District in accordance with requirements of Title 21 of the California Administrative Code, will be assigned to the work. His duties are specifically defined in Section 34 of said Title 21. All work shall be under observation of said Inspector. Inspector shall have free access to any or all parts of the work at any time. Contractor shall furnish inspector

reasonable opportunities for obtaining such information as may be necessary to keep fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve contractor from any obligation to fulfill this contract. Inspector shall have authority to stop work whenever provisions of contract documents are not being complied with, and contractor shall instruct employees accordingly.

- B. Whenever contractor desires to work at night or on Saturdays, Sundays, or holidays, or before 7:30 a.m. or after 4:00 p.m., 48 hours notice shall be given to the Director of Maintenance & Operations so that inspection of completed work can be provided.

Article 5. PERMITS AND LICENSES

The contractor shall obtain all permits and licenses that are required by the City of San Bernardino and/or County of San Bernardino for the performing of the work and shall give all notices necessary in connection therewith, and pay all fees relating thereto, and all cost and expenses incurred on account thereof, and deliver certificates of same to the District upon completion.

Article 6. LAWS AND REGULATIONS

The contractor shall conform to all Federal, State, County, and City laws ordinances and regulations covering the work.

Article 7. PRECAUTIONS

The contractor shall take all precautions at all times to avoid injury or damage to any person or persons or any property and, upon completion of the work or at times as directed, replace premises and adjacent property in a satisfactory condition, as directed.

Article 8. NUISANCES

Attractive nuisances shall not be permitted on district property. Contractor's tools, equipment, and materials must not be left unsecured or unattended on site. Personal transportation vehicles, not essential to the performance of the job, shall not be parked or driven on campus. Professional decorum must be maintained at all times. Worker dress, conduct, language, and noise must be appropriate for a school site. District policy prohibits the use of tobacco products on District property.

Article 9. MAINTENANCE OF SITE

The contractor shall properly clean the work site as it progresses, as directed during construction; rubbish shall be removed and, at completion, the whole work site shall be cleaned and all temporary construction, equipment, and rubbish shall be removed from the site, with all areas being left in a clean and safe condition satisfactory to the District.

Article 10. WORKERS' COMPENSATION INSURANCE

The contractor shall provide, during the life of this contract, workers' compensation insurance for all employees hired by the contractor and engaged under this contract on or at the site of the project and, in case any of the work is sublet, the contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employees not covered by a subcontractor's insurance shall be covered by the contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under Workers' Compensation Statute, the contractor shall provide or shall cause subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The contractor shall file with the District certificates of insurance protecting workers.

Article 11. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect the contractor and District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operation under this contract, in amounts set forth in the Agreement. The contractor shall require the subcontractors, if any, to take out and maintain similar public liability and property damage insurance in appropriate amounts.

Article 12. FIRE INSURANCE

The contractor shall maintain and cause to be maintained fire insurance on all work subject to loss or damage by fire. Amounts of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by the District.

Article 13. PROOF OF INSURANCE

The contractor shall not commence work or allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the District. District shall be named as a co-insured in all said insurance policies. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability of amount of insurance until notice has been mailed to the District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

"Certificates of insurance shall state in particular those insured, extent of insurance, location, and operation to which insurance applies, expiration date, and cancellation and reduction notice."

Article 14. INSURANCE

CONTRACTOR must maintain current insurance as follows:

- a. Workers' Compensation; statutory
- b. General liability; true occurrence without a sunset clause.
 - \$1,000,000.00 limit
 - Premises - operations
 - Completed - operations
 - Contractual - broad form property damage, independent contractors, personal injury
 - Bodily injury: \$1,000,000.00 per occurrence
 - \$1,000,000.00 aggregate
 - Property damage: \$1,000,000.00 per occurrence
 - \$1,000,000.00 aggregate
- c. Automobile Liability
 - Bodily: \$1,000,000.00 person
 - Accident: \$1,000,000.00
 - Property damage: \$1,000,000.00 each accident
- d. Insurance carrier must be licensed and admitted to sell insurance in the State of California and with a "Best" rating of "A" or higher.
- e. All funds and holdings must be held within the fifty states that constitute the United States of America.

Submission of all requested Evidence of Responsibility information, in the proper form and format is a mandatory condition that will be strictly enforced for all bidders as listed in the Information to Bidders.

Article 15. HOLD HARMLESS AGREEMENT

The contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the contractor and any person, firm, or corporation employed by the contractor upon or in connection with the work called for in this agreement except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District or for defect in design furnished by such persons.

- B. Any injury to or death of persons or damage to property sustained by any person, firm, or corporation, including the District, arising out of or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District, or for defects in design furnished by such persons.
- C. The contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability 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 proceeding as a result thereof.

Article 16. PAYROLL TAXES

The contractor agrees to accept exclusive liability for the payment of any payroll taxes or contributions for unemployment insurance or old age pension or annuities which are measured by the wages, salaries, or other remuneration paid to the employees on the work.

Article 17. WAGE RATES

- A. Pursuant to the provision of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of the District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. The general prevailing rate of per diem wages determined are set forth in the Notice to Contractors or are available at the Maintenance and Operations Department.
- B. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- C. There shall be paid each worker of the contractor or any of the subcontractors engaged in work on the project not less than the wage rate listed herein, regardless of any contractual relationship.
- D. Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.1(8).
- E. The contractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for

each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by the contractor or by any subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the contractor.

- F. Any worker employed to perform work on the project, which work is not covered by any classification listed in the Notice to Contractors, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- G. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and similar purposes.
- H. Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, and actual wages paid to each worker employed in connection with this public work, which record shall be open at all reasonable hours to inspection by the District, its officers, and agents, and the Chief of Division of Labor Law Enforcement of the State Department of Industrial Relations of the State of California, its deputies, and agents.
- I. Contractor shall post at appropriate, conspicuous points on the site of a project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Article 18. APPRENTICES

Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly indentured to the contractor in full compliance with provisions of the Labor Code. The contractor agrees that compliance with the provision of Labor Code 1777.5 be maintained.

Article 19. HOURS OF WORK

A. As provided in Article 3 (commencing at Section 1801), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by the contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

B. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the work of any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

C. The contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provision of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours or on Saturdays or Sundays or other holidays shall be performed without additional expense to the District.

Article 20. UNATTENDED EQUIPMENT

The contractor shall not leave any machinery or equipment unattended if it is possible for children or any person other than employees of the contractor or subcontractors to start the machinery and operate the equipment. Any damage to persons or property which directly or indirectly results from failure to comply with this provision shall be reimbursed by the contractor by payment to the District or to any other person or persons named by the District.

Article 21. PROVISION OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 22. UTILITIES: REMOVAL, RESTORATION

A. Pursuant to Government Code Section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this contract with respect to any such utility facilities which are not identified in the plans and specifications. The contractor shall not be assessed for delay in completing of the

project caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the contractor for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work.

B. This article shall not be construed to preclude assessment against the contractor for any other delays in completion of the work. Nothing in this article shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, vaults, valve boxes, meters, stand pipes, jetter junction boxes, on or adjacent to the site of the construction.

C. If the contractor, while performing work under this contract, discovers utility facilities not identified by the District in the contract plans or specifications, he shall immediately notify the District about the utility in writing.

D. If any utility is uncovered during the course of construction, it is the contractor's responsibility to notify the District to obtain an inspection prior to covering.

E. The Contractor must obtain an authorized dig permit from the District (Maintenance & Operations Department) seven (7) days prior to commencing any excavation.

Article 23. PAYMENT

The District at its sole discretion, shall withhold 10% of contract payments at such time as the work is fully completed according to the contract, an amount equal to ninety percent (90%) of the contract price shall be due and payable. Issuance of final payment of ten percent (10%), shall be made upon satisfactory completion of the contract and with the contractor's submittal of evidence, satisfactory to the District, that all payrolls, material bills, and other indebtedness connected with the work have been paid in full. The District may, at its option, incrementally release retained monies upon satisfactory completion of each phase of work in accordance with the above conditions. Acceptance by the contractor of said final payment shall constitute a waiver of all claims against the District arising from this contract.

Article 24. RETENTION

Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit

securities with an escrow agent as a substitute for retention earnings withheld by District to ensure performance.

Article 25. GUARANTEE

The Contractor shall guarantee for all labor and material for a period of one year from the date of completion, all work covered in this Contract against any defect which may develop during the guarantee period. Additional guarantees for longer duration shall be provided as may be required on the plans and specifications to cover materials and/or labor. Upon notice from the District, the Contractor will repair or replace or otherwise make good said defect in a prompt manner at no additional cost to the District. In the event the Contractor fails to make the necessary repairs within a reasonable time as determined by the District, the District will proceed to have said defects repaired and made good at the expense of the Contractor, which will pay the costs and charges thereof upon demand.

Article 26. ACTS OF GOD

The Contractor shall not be responsible for damage in excess of five (5) percent of the Contract amount to the work caused by an act of God as defined in Public Contract Code 7105, provided the work is built in accordance with the specifications.

Article 27. EXAMINATION AND AUDIT

The contracting parties shall be subject to examination and audit by the Auditor General of the State of California for a period of three (3) years after final payment under the agreement, as provided in Government Code Section 8546.7.

Article 28. DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the Contract, or if he or his Subcontractor should violate any of the provisions of this Contract, then the District may, without prejudice of any other right or remedy, serve written notice upon him and his surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate and unless within ten (10) days after the service of such notice such condition shall cease and satisfactory arrangements for the correction thereof be

made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until work is finished. In the event of any such termination, the District shall immediately serve written notice thereto upon surety and the Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice or termination does not give the District written notice of its intention to take over and perform this Contract or does not commence performance thereof within thirty (30) days from date of serving such notice, the District may take over the work and procure same to completion by Contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and he and his surety shall be liable to the District thereby. If the District takes over the work as hereinabove provided the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.

B. If unpaid balance of Contract Price shall exceed expense of finishing work including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay difference to the District. Expense incurred by the District as herein provided, and damage incurred through the Contractor's default, shall be certified by the Maintenance & Operations Director.

C. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

D. Without limiting any rights which the District may have by reason of any default by Contractor hereunder, the District may suspend or terminate this Agreement in whole or in part, at any time, for any other cause, convenience, or any other reason and may suspend or abandon the execution of all or any part of the Work upon written notice to Contractor. Such termination, suspension, or abandonment shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) days from the date of the notice. Immediately upon receipt of such notice, Contractor shall cease performance of the Work of this Agreement to the extent specified in the notice and shall incur no further costs or expenses, except as specified in the notice. At the option of the District, all or any of the subcontracts entered into by Contractor prior to the date of termination shall be terminated or shall be assigned to the District. In the event of termination under this subparagraph, the District shall pay Contractor for all services satisfactorily rendered up to the effective date of termination and such payment shall be in full satisfaction of all services rendered hereunder. In no event shall the District be responsible for and Contractor hereby waives any claim for lost profits upon termination for convenience.

Within five (5) calendar days after the date of termination, Contractor shall deliver to the District all documents enumerated in Subsections herein, relating to Documents

and Samples at the Site and to Final Payment including, but not limited to, all Shop Drawings, Product Data, Test Results, Samples, and Record Drawings.

Article 29. RIGHT TO REJECT BIDS

The District reserves the right to withdraw a line item(s) or entire bid, to waive any irregularities or informalities in a bid, or in the bidding. The District also reserves the right to accept or reject any or all bids or any part of a bid.

Article 30. NON-EXCLUSIVE AGREEMENT

This agreement is non-exclusive. The District retains the right to perform its own work or contract with other firms engaged in the same or similar type of work as defined in these documents at any time during the life of the contract.

BONDS
(SECTION V)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

And _____

as Surety, are hereby held and firmly bound unto the _____

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

the sum of _____ DOLLARS \$ _____

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

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

Bid No. M10-02
Requirements Contract for Chiller Servicing and Repair at Various District Sites

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

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

IN WITNESS THEREOF) the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20 _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Seal)
(Individual Principal)

(Business Address)

(Seal)
(Individual Principal) Address

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By _____
(Affix Corporate Seal)

Attest:

(Corporate Surety)

(Business Address)

by _____
(Affix Corporate Seal)

The rate of premium of this bond is _____ per thousand.

Total amount of premium charges, \$

(The above must be filled in by corporate surety)

Bid Bond Page 2

PAYMENT BOND

(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The San Bernardino City Unified School District, by resolution passed, _____, 20____, has awarded to _____, designated as the "Contractor," a contract for the work described as follows:

**Bid No. M10-02
Requirements Contract for Chiller Servicing and Repairs at Various District Sites**

WHEREAS, said contractor is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the undersigned contractor and _____, as Surety, are held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT in the sum of _____ (\$_____), for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor, his or its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said Surety, for value received, 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 of 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 the work or to the specifications.

IN WITNESS THEREOF, this instrument has been duly executed by the Contractor and Surety above named,

On the _____ day of _____, 20_____.

Surety

Contractor

By _____
Attorney-in-fact

By _____
Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____ as Principal, and _____ as Surety,

are hereby held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter called the "District", in the sum of _____ DOLLARS (\$ _____)

for the payment of which sum, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the District, dated _____ 20____, for the construction of

Bid No. M10-02

Requirements Contract for Chiller Servicing and Repairs at Various District Sites

_____ in accordance with plans and specifications, dated _____, 20_____.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenant, terms, conditions, and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the District with or without notice to the surety, and during the life of any guaranty is required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS THEREOF) the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20 _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)
Address

(Business Address)

Address

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By _____
(Affix Corporate Seal)

Attest:

(Corporate Surety)

(Business Address)

by _____
(Affix Corporate Seal)

The rate of premium of this bond is _____ per thousand.

Total amount of premium charges, \$

(The above must be filled in by corporate surety)

AGREEMENT (sample)
(Section VI)

THIS AGREEMENT, dated on 2nd day of April, 2010 in the County of San Bernardino, State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT” with its principal place of business at 777 North “F” Street, San Bernardino, California 92410, and [Name of Contractor] hereinafter referred to as “CONTRACTOR having a principal place of business at [Street Address], [City, State and Zip Code].”

WITNESSETH:

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

ARTICLE 1 - SCOPE OF THE WORK: CONTRACTOR shall perform, within the time stipulated, the contract as herein defined, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services to complete, in a workmanlike manner, all the work required in connection with the following titled project:

Bid No. M10-02
Requirements Contract for Chiller Servicing and Repairs at Various District Sites

All of said work to be performed and materials to be furnished shall be in strict accordance with the Plans, Drawings, Specifications, and provisions of the contract documents hereinafter enumerated.

The work under this bid is a **Requirement Contract for Chiller Servicing and Repairs at Various District Sites**, a project of the Maintenance and Operations Department. This is a Requirements Contract for the listed items and sites. The initial contract term shall be for approximately twelve months from the Notice-to-Proceed. Bids may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of five years. This Contract includes an allowance of \$78,000.00. Said allowance is to be used exclusively for the Owner’s purposes and for any necessary repair work. The initial annual estimated dollar value of this contract is anticipated to be \$200,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on an item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid or extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustments which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$3,000,000.00.

ARTICLE 3 – COMPONENT PARTS OF THE AGREEMENT: 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 to Contractors Calling for Bids
- Instructions to Bidders
- Bid, as accepted
- List of Subcontractors
- Agreement
- Scope of Work
- Bid Bond
- Performance Bond
- Payment Bond
- General Conditions
- Supplemental Conditions

Specifications
Contractor's Certificates
Evidence of Responsibility (including Contractor's Qualification Statement)
Equal Opportunity Certification
Non-collusion Affidavit
Addenda

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 4 - THE AGREEMENT SUM: 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:



said sum being the initial annual encumbrances from Notice of Proceed. Said amount may be increased or decreased by amendments to this Agreement.

ARTICLE 5 - TIME FOR PROJECT COMPLETION: The work shall be commenced and completed on the dates specified in the District's "NOTICE TO PROCEED," unless both parties agree in writing to other arrangements.

ARTICLE 6 – CONTRACTOR’S FAILURE TO PROCURE COMPLETION OF PROJECT: In accordance with Government Code Section 53069.85, for each working day work is not started or completion is delayed beyond the time allowed herein, CONTRACTOR agrees to forfeit and pay to DISTRICT the sum of \$250.00 per day per site, assessed individually and separately, which shall be deducted from any payments due or to become due to the CONTRACTOR. Time extensions may be granted by the DISTRICT as provided herein.

ARTICLE 7 – NOTICES: All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

DISTRICT

Maintenance & Operations Department
Edward Norton, Director
956 W. Ninth Street
San Bernardino, California 92411
(909) 388-6100

CONTRACTOR

[Contractor]
[Contact Name]
[Street Address]
[City, State and Zip Code]
[Phone: _____] [Fax: _____]

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

ARTICLE 8 – INVOICES: All invoices will be audited and approved by the DISTRICT’s representative who, for the purpose of this Agreement is as follows:

Edward Norton, Director
Maintenance & Operations Department
956 W. Ninth Street
San Bernardino, California 92411

The Agreement number on the upper left side of this page should always be referenced in any correspondence or invoices pertaining to this Agreement to the DISTRICT. The invoice shall describe in detail the services rendered and must include the CONTRACTOR 's Social Security or Federal Tax I.D. Number. The DISTRICT shall make payment to the CONTRACTOR after receipt and approval of the invoice(s).

ARTICLE 9 – INDEMNIFICATION AND HOLD HARMLESS: The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from each and every claim or demand made and every liability, loss, damage, or expense of any nature, whatsoever, which may be incurred by reason of:

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, or for defects in design furnished by such persons.
- B. Any injury to or death of persons or damage, loss or theft of any property, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, or for defects in design furnished by such persons.
- C. Any dispute between CONTRACTOR and CONTRACTOR’S subcontractors, suppliers, sureties, including, but not limited to, any stop notice actions.
- D. The CONTRACTOR, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability 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 10 – PREVAILING WAGES

- A. Wage rates for this project shall be in accordance with the "General Wage Determination Made By The Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, et seq., for San Bernardino County. Wage rates shall conform with those posted in the DISTRICT Office.
- B. The following labor code sections are hereby referenced and made a part of this agreement:
 - 1. Section 1735, Anti-Discrimination Requirements.
 - 2. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - 3. Section 1776, Payroll Records.
 - 4. Section 1777.5 and 1777.6, Apprenticeship Requirements.
 - 5. Section 1810 and 1811, Working Hour Restrictions.
 - 6. Section 1813, Penalty for Failure to Pay Overtime.
 - 7. Section 1815, Overtime Pay.

- C. Submission of Certified Payroll is a Condition Precedent to Receipt of Payment. CONTRACTOR agrees that submission of Certified Payroll Records as well as all related or subsequent requests for supporting documents made by the DISTRICT or its Labor Compliance Plan (“LCP”) shall be a condition precedent to receipt of progress, final, and or/retention payments on all State Funded Projects. The DISTRICT shall withhold any portion of the progress and/or final payments up to and including the entire payment until the Certified Payroll Records requirements is met by the CONTRACTOR. If the CONTRACTOR is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code and the DISTRICT’s LCP, the DISTRICT shall continue to withhold progress, final, or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties imposed by the LCP.
- D. Forfeiture for Failure to Comply with Written Record Request. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting Certified Payroll Records or supporting documents. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the DISTRICT or its LCP, forfeit twenty-five (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards (“DAS”) or the Department of Labor Standards and Enforcement (“DLSE”), these penalties shall be withheld from progress payments then due. A CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

ARTICLE 11 - RECORD AUDIT: In accordance with Government Code, Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 12 – INSURANCE: CONTRACTOR shall take out and maintain during the life of this contract insurance as required by Articles 10 through 14 of the General Conditions in the following amounts:

Contractor's Public Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident, and Contractor's Property Damage insurance in an amount not less than \$1,000,000.00.

Automotive Liability, Bodily:	\$1,000,000.00 person
Accident:	\$1,000,000.00
Property Damage:	\$1,000,000.00 each accident

ARTICLE 13 – TERMINATION: If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT’s sole discretion, that the CONTRACTOR’s services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the CONTRACTOR only for that portion, if any, of the results achieved and immediately terminate the Agreement thereof.

- a. Non-compliance by the CONTRACTOR with the terms of this Agreement shall be cause for suspension and/or immediate termination by the DISTRICT. The DISTRICT shall provide written notice to the CONTRACTOR including the reasons for suspension or termination under this provision. If the Agreement is suspended, the CONTRACTOR shall have five (5) business days to cure the condition(s) for which the suspension was given or the Agreement will be terminated.
- b. The DISTRICT may, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement hereunder or any portion thereof at any time and without

cause by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. Upon termination, the CONTRACTOR shall be compensated by the DISTRICT only for those services that have been adequately rendered to the DISTRICT (as determined by the DISTRICT) up to the effective date of termination, and the CONTRACTOR shall not be entitled to further compensation.

- c. Either party may terminate this Agreement with a thirty (30) day written notice.

ARTICLE 14 – 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 15 – AMENDMENTS: This Agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

ARTICLE 16 – WAIVER: One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

ARTICLE 17 – DISTRICT POLICIES: By signing this agreement the CONTRACTOR acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

A. All parties agree that the CONTRACTOR shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the CONTRACTOR *is not* an employee of the DISTRICT.

B. The CONTRACTOR certifies it will not discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

- a. Title VI and VII of the Civil Rights Act of 1964, as amended
(Pertaining to race, color, national origin, and religion);
- b. Title IX of the Education Amendments of 1972
(Pertaining to sex discrimination);
- c. Section 504 of the Rehabilitation Act of 1973
(Pertaining to handicap);

- d. The Age Discrimination Act of 1975
(Pertaining to age);
- e. The Fair Employment and Housing Act
(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);
- f. The Americans with Disabilities Act of 1990
(Pertaining to disability)

It is the responsibility of the CONTRACTOR to ensure that those employed by or subcontracted by the CONTRACTOR also adheres to DISTRICT and Public Policies. These non-discrimination policies cover admission and access to, and treatment and employment in, the DISTRICT's programs and activities.

ARTICLE 18 – GOVERNING LAWS: This Agreement is governed by and construed in accordance with the laws of the State of California.

A. The CONTRACTOR shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the CONTRACTOR's total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement totally conforms to such requirements.

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

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

ARTICLE 19 – ENTIRE AGREEMENT: This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in CONTRACTOR's proposal or other forms unless agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

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

DISTRICT:

SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT

By: _____
Mohammed Z. Islam
Chief Business and Financial Officer

CONTRACTOR:

By: _____
Authorized Officers or Agents

California Contractor's License
Number: _____
Expiration Date: _____

(Corporate Seal)

BID FORM
Bid No. M10-02
(Section VII)

Name of Bidder _____

Address _____

Phone No. _____

Board of Education
San Bernardino City Unified School District
777 North "F" Street
San Bernardino, CA 92410

The undersigned has carefully read the Contract Documents for:

Bid No. M10-02

Requirements Contract for Chiller Servicing and Repairs at Various District Sites

Prepared therefore by the District, and is conversant with and understands the amount and character of same.

ADDENDA

The undersigned has received and included in the Proposal the provisions and requirements of addenda to the specifications as follows:

NO. DATE

NO. DATE

The undersigned hereby agrees to furnish and complete, ready for use, all work in accordance with Contract Documents, including addenda acknowledged for the following amount(s). All items shall be quoted in per line item prices plus the total bid price as indicated.

Arrowhead Elementary (1) Price per year for servicing _____
CARRIER 30HXC-076-RZ630AA

Arrowview Middle School (1) Price per year for servicing _____
YORK SCREW CHILLER
MDL# YCWS01405C46ZAASBXXXTXXLXXXX
44XXXXXXXXXXXX SA
XXXXXXXXXXXXXXXX B1 XXXX
SERIAL# RLSM020322

Arroyo Valley High School (1) Price per year for servicing _____
CARRIER 30GX136-630BA

Board of Education (2) Price per year for servicing _____
CARRIER FLOW TRONIC RACKS
MDL# 30HR0908600/ SERIAL# 812252 and
MDL# 30HR0908600/ SERIAL# F 803056

Cajon High School (2) Price per year for servicing _____
CARRIER 30HXC-206-RZ600KA

Emmerton Elementary (1) Price per year for servicing _____
TRANE RTWA100YE01C3

Kimbark Elementary (1) Price per year for servicing _____
TRANE AIR COOLED CHILLER
MDL# CGACD123RLNLL626
SERIAL# J91K82310

North Park Elementary (1) Price per year for servicing _____
CARRIER 30HXC-106-RY6KA

Bonnie Oehl Elementary (1) Price per year for servicing _____
CARRIER 30HXC-106-RY600KA

Riley Elementary (1) Price per year for servicing _____
TRANE RTHWA1004YE01C3

San Bernardino High School (2) Price per year for servicing _____
CARRIER FLOW TRONIC RACKS
MDL# 30HR110-E610
SERIAL# 2394J07540

San Gorgonio High School (2) Price per year for servicing _____
CARRIER 23XL-434-3ND40 and
TURBO CORE RETRO FIT 23XL
MDL# J4734
SERIAL# 100404-5

Serrano Middle School (2)
CARRIER 30HXC-116-RZ600

Price per year for servicing _____

Shandin Hills Middle School (2)
CARRIER 30HXC-116-RZ600

Price per year for servicing _____

SMART Building (1)
TRANE COLD GENERATOR
MDL# CG125 B
SERIAL# 541867

Price per year for servicing _____

Total Composite Bid Price \$ _____

Allowance for Unforeseen Repair:

Include as part of the Total Composite Bid Price
To be used at the sole discretion of the District

_____ \$78,000.00

Total Contract Award \$ _____

(Total Composite Bid Price + Allowance)

INCIDENTAL COSTS

The foregoing bid(s) include the California State Sales Tax, Bonds, Insurance and all costs incidental to the Contract.

WORK HOURS

The work to be performed under this contract will be done only during times when school is not in session. This means all prices shall be inclusive for work done on weekends, holidays, and after normal school operating hours. The work performed under this contract may be authorized during times when school is in session by the owner's representative.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Divisions 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the address of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the 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 improvement 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 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.

If a prime contractor fails to specify a subcontractor or if a prime contractor specified 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 subcontractor shall be deemed to be fully qualified to perform that portion of work and shall perform that portion as prime contractor.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which 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 as which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity and then only after finding reduced writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>Address of Business</u>

QUALIFICATION OF BIDDERS

The undersigned hereby agrees to submit, at the time of bid, Evidence of Responsibility as outlined in the Instructions to Bidders including the Contractor's Qualification Statement.

STATE LICENSES

The undersigned hereby certifies that he is licensed as a Contractor by the State of California; that such license covers this type of work and is in full force and effect; and that any and all subcontractors to be employed on the project are similarly licensed.

EXECUTION OF CONTRACT

The undersigned further agrees that if he is notified of the acceptance of the proposal within NINETY 90 days after the time set for the opening of bids, he will execute and deliver to the Board of Education, within fifteen (15) days after having received written notification, a contract drawn in accordance with the Contract Documents and all bonds.

BID GUARANTEE

1. The enclosed certified or cashier's check or bidder's bond made payable to the Board of Education of the San Bernardino City Unified School District in the amount of \$_____ (Which is not less than ten percent (10%) of the total bid or bids which the undersigned has submitted) is submitted herewith as a guarantee that the undersigned will execute the contract as provided above.
2. In the event the undersigned refuses to execute said contract, the use by the public of said facility will be impaired and the public will suffer great damage. From the nature of the case, it would be extremely difficult and impractical to fix said amount of damage. Therefore, the School District and the undersigned agree that the said sum shall be paid to the School District under the conditions above set forth as liquidated damages and not as forfeiture.

TIME FOR COMPLETION

The undersigned further agrees to complete the contract in N/A calendar days from and after date the contractor is instructed in writing, by the District, to proceed with the work.

Official Name of Contractor

By _____

Title _____

State License Number _____

Date _____

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION
(Section VIII)**

Labor Code Section 3700:

"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 this State.

- (b) 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 his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

Principal

By

Typed or Printed Name

Title

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 filed with the awarding body prior to performing any work under this contract.)

**CONTRACTOR'S CERTIFICATE
REGARDING ASBESTOS MATERIAL
(Section IX)**

“I certify that all the materials and supplies installed under this contract

NAME OF CONTRACT: Requirements Contract for Chiller Servicing
at Various School Sites
Bid No. M10-02

are free of asbestos-containing materials.”

Official Name of Contractor

By:

Title

Date

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

(Section IX)

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

_____ , being first duly sworn, deposes
and says that he or she is _____

of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

[SEAL]

(signature of officer)

(typed name of

(office)

CONTRACTOR'S QUALIFICATION STATEMENT
(Section IX)

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: _____

ADDRESS: _____

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

___ CORPORATION

___ PARTNERSHIP

___ INDIVIDUAL

___ JOINT VENTURE

___ OTHER

TYPE OF WORK:

___ General Construction

___ HVAC

___ Plumbing

___ Electrical

___ Other (please specify) _____

1.0 ORGANIZATION

1.1 How many years has your organization been in business as a Licensed Contractor?

1.2 How many years has your organization been in business under its present name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership:

1.4.3 Names(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2.0 LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

2.2 List jurisdictions in which your organization's partnership or trade name is filed:

3.0 EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces:

3.2 Claims and Suits: (If the answer to any of the questions below is yes, please attach details):

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

3.2.4 Has your organization ever failed to comply with the Labor Code of California for failure to pay prevailing wages for each craft, classification, or type of worker needed to execute the contract awarded? If yes, please attach details to include the date, dollar amount of awarded contract(s) and fine amount.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience of the key individuals of your organization.

4.0 REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5.0 FINANCING

5.1 Financial Statement:

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b. Net Fixed Assets.
- c. Other Assets.
- d. Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

5.1.2 Name of Firm preparing financial statement and date thereof:

5.1.3 Is this financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary):

5.2 Will this organization whose financial statement is attached act as a guarantor of the contract for construction?

6.0 SIGNATURE _____

6.1 Dated at this _____ day of _____, 20____.

Name of Organization: _____

By: _____

Title: _____

6.2 Mr./Ms. _____, being duly sworn, deposes and says that he/she is the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____
,
20_____. .

Notary Public

My Commission Expires:

EQUAL OPPORTUNITY CERTIFICATION
(Section X)

To: San Bernardino City Unified School District

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (____) _____ FAX (____) _____

Number of Employees _____

This firm is: _____ Independently Owned and Operated

_____ An Affiliate of _____) Parent Company _____

_____ A Subsidiary of _____) Address _____

_____ A Division of _____) _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature _____ Date _____

Title _____

**FINGERPRINTING PROCEDURES
FOR OUTSIDE CONTRACTORS**

(Section XI)

INSTRUCTIONS FOR CONTRACTORS OR INDEPENDENT CONTRACT
CONSULTANTS
APPLICATION AND FINGERPRINTING PROCEDURES

Purpose

To provide for the submission of your fingerprints or the fingerprints of employees who may have any contact with pupils to the California Department of Justice (CDOJ) in the manner authorized by the CDOJ.

Application Procedures

1. Fill out the "Request for Authorization to Receive State Summary Criminal History Information - Contract Employer for Public/Private Schools" form. (Enclosure 2)
2. An authorized signature from the San Bernardino City Unified School District is necessary for the CDOJ to verify that a background check is being required of your company or you as an independent contract consultant.

NOTE: The District has completed and signed the request form as required by CDOJ to confirm that a background check is being required.

Complete and sign an original form and send it to the following address:

California Department of Justice
P. O. Box 903417
Sacramento, CA 94203-4170
Attn: Record Security Section, Room C-121

3. **In approximately two weeks**, you should receive a response from the CDOJ authorizing you to receive background information. Included with their response will be a packet of additional information and instructions. It is understood that no fees will be charged at this time.

Live Scan services, the following are the steps:

- Applicant requests an assignment of the ORI number from CDOJ by completion of the form attached herein as ENCLOSURE 3.
- Upon receipt of ORI number from CDOJ, the applicant is provided with a

“Request for Live Scan Service” form (BCII 8016). The applicant is also provided with a list of nearby live scan locations.

- At these specified locations, a trained operator enters the information from the BCII 8016 form into the Live Scan terminal and initiates the live scan fingerprinting process.
- After successful electronic capture of the fingerprint images and the accompanying data, the information is electronically transmitted to CDOJ.
- Once the fingerprints and data are received by CDOJ, they are electronically processed and results are transmitted, in approximately less than one week, by means of electronic mail, fax and/or U.S. mail to the CONTRACTOR when the electronic mail response or fax is not available.



P. O. Box 903417
SACRAMENTO, CA 94203-4170

DEPARTMENT OF JUSTICE
REQUEST FOR AUTHORIZATION TO RECEIVE STATE SUMMARY CRIMINAL HISTORY
INFORMATION – CONTRACT EMPLOYEE FOR PUBLIC/PRIVATE SCHOOLS

Name of Contractor _____

Street Address _____

City _____ State _____ ZIP _____

Telephone _____ Contact Person _____

In accordance with California Education Code Section 45125.1, a school district may require an entity that has an existing contract with a school district to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions:

On behalf of the **company** named above, I hereby acknowledge and agree to the following:

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated to any other person or agency not authorized by law (11105 PC). A violation of this section is a misdemeanor (11142 PC).
2. Your agency shall notify the DOJ with regard to any change in agency name, address, telephone number or contact person.
3. Fingerprints received will be retained by the DOJ per 11105.2 PC until notified that the affected individual is no longer employed.
4. Access is granted **ONLY** to the primary contractor (there is **NO** authority for subcontractors to gain direct access to DOJ records).
5. Services provided under contract must be performed on school grounds.
6. The entity must have a contract (entities in the bid process are not authorized).
7. Original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

Signature _____ Date _____

Printed Name _____ Title _____

PLEASE PROVIDE A SIGNATURE FROM EACH DISTRICT VERIFYING THAT A BACKGROUND CHECK HAS BEEN REQUIRED OF YOUR COMPANY. (You may attach additional letters or signatures as necessary).

School District/County Office of Education

Background Check Requirement Verification:

1. SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Name of Contracting School District
2. _____ / Peace Aneke
Signature of School Official
3. Phone 909-388-6100 Fax 909-885-9991
Phone and Fax Number

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions:

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 DOJ has ascertained has not been convicted of a violent or serious felony, or
3. Surveillance of employees of the entity by school personnel.

The exemptions listed above are granted at the discretion of the school district or private school.

For Department of Justice use only

Your request to receive state summary criminal history information pursuant to the Michelle Montoya School Safety Act is approved. Information regarding procedural requirements is enclosed or will be forwarded under separate cover.

Jo Sandhu, Manager
Record Security Section

DATE

~~ Contractor Certification ~~

**Concerning Department of Justice (DOJ) fingerprint and criminal background
investigation requirements of Education Code section 45125.1 et seq.**

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District -- "DISTRICT"** and _____
-- "CONTRACTOR," for provision of _____ services:

A **REQUIREMENT MET** The CONTRACTOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

The CONTRACTOR and its employees will have **NO CONTACT** with pupils. (No school-site services will be provided.)
IMPORTANT NOTICE: IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE

~~OR~~

PROVIDED UNTIL SUCH WAIVER IS APPROVED.

B **REQUEST FOR WAIVER** The CONTRACTOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The CONTRACTOR and its employees will have **NO CONTACT** with pupils. (No school-site services will be provided.)
- The CONTRACTOR and its employees will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether CONTRACTOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- The CONTRACTOR and its employees **WILL HAVE OTHER THAN LIMITED CONTACT** with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
 - Check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with pupils
 - 2) Continual supervision and monitoring of all employees of the CONTRACTOR by an employee of the CONTRACTOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the CONTRACTOR by school personnel

The services provided by the CONTRACTOR are for an **"EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable"** [EC 45125.1(b)]

CERTIFICATION / WAIVER REQUEST BY CONTRACTOR AUTHORIZED AGENT:

Office use only	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/>
	By: _____ Date _____ Mohammad Z. Islam, Assistant Superintendent Business Services Division OR other Authorized Agent
Office use only	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/>
	By: _____ Date _____ Harold Vollkommer, Assistant Superintendent, Human Resources Division OR other Authorized Agent

APPLICATION FOR USE OF SCHOOL BUILDING KEYS
(Section XII)

Name of Organization _____ Date _____
Hereby Makes Application For The Following Keys

Name of Individual
School/Site _____

No.	Key No.	No.	Key No.	No.	Key No.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The undersigned hereby agrees to be personally responsible, on behalf of above named organization or individual, for any damage sustained by the school building or appurtenances thereof accruing through the use and possession of the above mentioned keys, and further agrees to conform to all rules and regulations of the S.B.C.U.S.D., Board of Education, governing the use of school facilities.

District keys may only be duplicated by authorized District locksmith. Unauthorized duplication of District keys is a violation of Penal Code Section 469, which reads:

"Any person who knowingly makes, duplicates, causes to be duplicated, or uses, or attempts to make, duplicate, cause to be duplicated, or use, or has in his possession any key to a building or other area owned, operated, or controlled by the State of California, any State Agency, Board, or Commission, a County, City, or any public school or Community College District without authorization from the person in charge of such building or area or his designated representative and without knowledge of the lack of such authorization is guilty of a misdemeanor."

Reimbursable costs to the District for rekeying school sites for any unreturned master keys will be charged to the vendor based on the following schedule:

Elementary School - \$5,500.00 Middle School - \$7, 500.00 High School - \$15, 000.00

Signature of Applicant _____
Address _____
Telephone Number _____

Listed below is a brief summary of sites that contain asbestos in or above the ceilings. **The asbestos must not be disturbed.**

The asbestos material is not hazardous, unless it is disturbed, and is monitored on a periodical basis to insure it does not become a hazard. Prior to any work being done in the areas listed below please contact the Asbestos Technician at Maintenance and Operations for proper procedures.

Cajon High School	Bldg. A, D, E (Except Little Theater) & Library
San Bernardino High School	Bldgs. B & Library, Auditorium (ceilings & walls)
San Gorgonio High School	Bldgs. A, B, C, E & Cafeteria
Arrowview Middle School	Bldg. A
Curtis Middle School	Bldgs. A, D & PE Locker Rooms
Serrano Middle School	Entire Main Building
Shandin Hills Middle School	Entire Main Building
Arrowhead Elementary	Bldg B - Above Chiller Room & Electrical Room
Lincoln Elementary	Total Location - Above the ceilings
Thompson Elementary	Total Location - Ceiling Tiles

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE SUMMARY OF ASBESTOS-CONTAINING BUILDING MATERIAL LOCATED AT THE SITE WHICH WORK IS TO BE PERFORMED.

_____ INITIALS

Estimated Date of Return _____

Checked Out By _____

Date of Return _____

Received By _____

RECEIVED \$ _____ AS KEY DEPOSIT

_____ Cash

Notification of Asbestos Related Information
(Section XIII)

Date:

To: [Contractor or Company Name]

Subject: Notification of Asbestos Related Information

By receipt of this letter, your company is being advised of the availability of information relative to the location(s) of asbestos-containing building materials (ACBM) which your employees may come into contact with while performing services for the San Bernardino City Unified School District.

Existing Federal law, as contained in 40CFR, part 763.84(d) mandates that your workers be provided with this information before starting work in these areas. Each school facility has its own site specific "Management Plan" which contains this information. It is suggested that your workers review these documents for their work location.

The San Bernardino City Unified School District assumes no responsibility for providing your workers with training or protective equipment, which may be required by any federal, state or local regulatory enforcement agency.

Our District contact (AHERA "Designated Person") for any questions pertinent to this subject is Gerry Barber, Maintenance Manager. He may be contacted at (909) 388-6100.

I acknowledge that our company has been notified of the opportunity to receive the above referenced information:

Company Name _____

Company Phone _____ Company Fax _____

Company Authorized Representative _____
(Signature)

Company Authorized Representative _____
(Printed Legibly)

Date _____

INVOICE FORMAT
(Section XV)

SAMPLE INVOICE

CONTRACTOR Name

Address
Address
City, State and Zip Code

Phone No. and Fax No.

Invoice #
Date:

To:

ED NORTON, Maintenance & Op Director
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
956 West "9th" STREET
SAN BERNARDINO, CA 92411
(909) 388-6100 PHONE
(909) 885-9991 FAX

For:

SBCUSD Contract No.
Purchase Order No:
PROJECT Name:
Chiller Servicing Requirement Contract for Various Sites
Billing period:

Scope of Work	Composite Price	Extended Total
-	-	-
-	-	-
-	-	-
	-	-
	-	-
	-	-
	-	-
	TOTAL THIS INVOICE	\$ -

Total billings of all Sites to Date

Current	Prior	Total
-	-	-

Make Check Payable to: CONTRACTOR's Name

Send Payment to: CONTRACTOR's Name
Address
Address
City, State and Zip Code
Attn: