

SAN BERNARDINO CITY USD

**FACILITIES
CAPITAL
IMPROVEMENT
PROGRAM**



**BUILDING SCHOOLS.
BUILDING EDUCATION.
BUILDING OPPORTUNITIES.**

BID NUMBER F05-13

LEASE AND/OR PURCHASE OF DSA AND DOH APPROVED MODULAR BUILDINGS AND RESTROOM BUILDINGS

ISSUE DATE	MAY 4, 2006	
PRE-BID MEETING	MAY 12, 2006	10:00 AM
BIDS DUE	MAY 22, 2006	2:00 PM
BIDS OPENING	MAY 22, 2006	2:00 PM



**FACILITIES MANAGEMENT
CONTRACTS AND PROCUREMENT
777 N "F" STREET
SAN BERNARDINO, CA 92410
(909) 381-1237 FAX (909) 885-4218**

Introduction

The Board of Education of the San Bernardino City Unified School District will receive sealed bids on **Lease and/or Purchase of SDA approved Modular Buildings, DOH Modular Buildings, and Restroom Buildings, Bid No. F05-13** in accordance with the attached specifications, in the office of the Facilities Management Department, San Bernardino City Unified School District, 777 North "F" Street, San Bernardino, California, 92410 on or before **May 22, 2006, at 2:00 PM.**

The San Bernardino City Unified School District ("District") is in the process of procuring modular buildings for use as interim housing during modernization projects as well as for new and growth construction projects. This procurement is anticipated to be for the duration of the five-year capital improvements program.

Bidders are asked to provide prices for sizes and types of modular buildings for purchase or rent as specified in the bid documents.

The list of school sites and locations is in the bid package so that the bidders can familiarize themselves with the numbers and locations of all District sites.

The District anticipates needing approximately 76 units over the next few months. The dates that the units

are needed vary from mid June through October 2006 as specified in the bid documents. The successful bidders will be required to deliver and assemble the units at the sites and to make utility connections to utility sub-outs that are to be provided by others.

In addition to the modular buildings needed in 2006, the District anticipates additional need for modular buildings in the following years.

A pre-bid meeting for the purpose of acquainting prospective bidders with the specific requirements of the District and the State of California will be held on May 12, 2006 at 10:00 AM at the District Office located at 777 North F Street, San Bernardino, California. **Attendance by each bidder is highly recommended.**

The District expects to use State funds for a portion of this procurement. As such, the successful bidders are required to adhere to the State's Disabled Veterans Business Enterprise Business program. The bid requires the completion of a Disabled Veterans Enterprise form. This form will be provided to bidders at the pre-bid meeting.

Local business enterprises are encouraged to participate in this Program. The District will monitor this participation by requiring all bidders to complete and submit a registration form for the District's Local Business Outreach Program.

Introduction

This form is included in the bid package.

Any questions regarding this procurement should be addressed to Stan Hartman, stan.hartman@sbcusd.com, Tel: 909-881-8008 Ext. 1308-282. The answers to questions relevant to this procurement will be distributed to all bidders. Questions will be accepted until 4:00 PM on May 18, 2006, in order to give the District time to answer the questions and make distribution to all bidders.

Modular Units Count

Interim Housing Units Count
2006
San Bernardino City Unified School District

Type	Interim Housing Units	School Name	Delivery Date
Mod	18	Cajon HS	7/21/06
	8	Thompson ES	6/14/06
	8	Oehl ES	6/22/06
Mi	8	Arrowview MS	9/15/06
	14	Serrano MS	10/23/06
Total	56		

In addition, up to 12 restroom units may be required for the above school sites.

**Locations of San Bernardino City
Unified School District Schools**

School and Site locations of possible work.

ELEMENTARY SCHOOLS

Alessandro Elementary – 670 Ramona Ave.
San Bernardino, 92411
Allred Child Care Center – 303 S. K St.
San Bernardino, 92410
Anderson T.M.R. School – 24302 E. 4th St.
San Bernardino, 92410
Arrowhead Elementary – 3825 Mt. View Ave.
San Bernardino, 92405
Barton Elementary – 2214 Pumalo St.
San Bernardino, 92404
Belvedere Elem. – 2501 Marshall Blvd.
Highland, 92346
Bradley Elementary – 1300 Valencia Ave.
San Bernardino, 92404
Burbank Elementary – 198 W. Mill St.
San Bernardino, 92408
California Elementary – 2699 N. California St.
San Bernardino, 92407
Carmack O.H. School – 4777 State St.
San Bernardino, 92407
Cole Elementary – 1331 Cole Ave.
Highland, 92346
Cypress Elementary – 26825 Cypress St.
Highland, 92346
Davidson Elementary – 2844 Davidson Ave.
San Bernardino, 92405
Del Rosa Elementary – 3395 N. Mountain Ave.
San Bernardino, 92404
Eliot Child Care – 2350 N. E. St.
San Bernardino, 92407
Emmerton Elementary – 1888 Arden Ave.
San Bernardino, 92404
Fairfax Elementary – 1362 Pacific St.
San Bernardino, 92404
Harmon D.C.H. School – 4865 State St.
San Bernardino, 92407
Highland Pacific Elementary – 3340 E. Pacific St.,
Highland, 92346
Hillside Elementary – 4975 N. Mayfield Ave.
San Bernardino, 92407
Hunt Elementary – 1342 Pumalo St.
San Bernardino, 92404
Inghram Elementary – 1695 W. 19th St.
San Bernardino, 92411
Kendall Elementary – 4951 State St.
San Bernardino, 92407

ELEMENTARY SCHOOLS (continued)

Kimbark Elementary – 18021 W. Kenwood Ave.
San Bernardino, 92407
Lankershim Elementary – 7499 Lankershim St.
Highland, 92346
Lincoln Elementary – 255 W. 13th St.
San Bernardino, 92405
Lytle Creek Elementary – 275 S. K St.
San Bernardino, 92410
Marshall Elementary – 3288 N. G. St.
San Bernardino, 92405
Monterey Elementary – 794 Monterey St.
San Bernardino, 92410
Mt. Vernon Elementary – 1271 W. 10th St.
San Bernardino, 92411
Muscoy Elementary – 2119 W. Blake St.
San Bernardino, 92407
Newmark Elementary – 4121 N. Third Ave.
San Bernardino, 92407
North Park Elementary – 5378 N. H. St.
San Bernardino, 92407
North Verdemont Elementary – 3555 Meyers Rd.
San Bernardino, 92407
Oehl Elementary – 2525 Palm Ave.
Highland, 92346
Palm Avenue Elementary – 6565 Palm Ave.
San Bernardino, 92407
Parkside Elementary – 3775 N. Waterman Ave.
San Bernardino, 92404
Riley Elementary – 1266 N. G. St.
San Bernardino, 92405
Rio Vista Elementary – 1451 California St.
San Bernardino, 92411
E. Neal Roberts Elementary – 494 E. 9th St.
San Bernardino, 92410
Roosevelt Elementary – 1554 N. Garner Ave.
San Bernardino, 92411
Thompson Elementary – 7401 Church Ave.
Highland, 92346
Urbita Elementary – 771 S. J St.
San Bernardino, 92410
Vermont Elementary – 3695 Vermont St.
San Bernardino, 92407
Warm Springs Elementary – 7497 Sterling Ave.
San Bernardino, 92410
Wilson Elementary – 2894 Belle St.
San Bernardino, 92404

MIDDLE SCHOOLS

Arrowview Middle School – 2299 N. G. St.
San Bernardino, 92305
Curtis Middle School – 1472 E. 6th St.
San Bernardino, 92410
Del Vallejo M.S. – 1885 E. Lynwood Dr.
San Bernardino, 92404
Golden Valley M.S. – 3800 Waterman Ave.
San Bernardino, 92404
Martin Luther King M.S. – 1250 N. Medical Center Dr.
San Bernardino, 92411
Richardson Prep High School – 455 S. K St.
San Bernardino, 92410
Serrano M.S. – 3131 Piedmont Dr.
Highland, 92346
Shandin Hills M.S. – 4301 Little Mountain Dr.
San Bernardino, 92407

OTHER SITES

Board of Education – 777 N. F. St.
San Bernardino, 92410
Building Services – 956 W. 9th St.
San Bernardino, 92411
Nutrition Services – 1257 Northpark Blvd.
San Bernardino, 92407
SAGES Building
Adult Education – 1200 N. E St.
San Bernardino, 92405
School Police – 536 W. Baseline
San Bernardino, 92410
S.M.A.R.T. Building – 793 N. E. St.
San Bernardino, 92410
Warehouse – 871 J. St.
San Bernardino, 92410
W.H.A.A. Bldg. – 1535 W. Highland Ave.
San Bernardino, 92411

HIGH SCHOOLS

Arroyo Valley High School – 1881 W. Base Line St.
San Bernardino, 92411
Cajon High School – 1200 Hill Dr.
San Bernardino, 92407
Pacific High School – 1020 Pacific St.
San Bernardino, 92404
San Andreas High School – 3232 Pacific St.
Highland, 92346
San Bernardino High School – 1850 N. E. St.
San Bernardino, 92405
San Gorgonio High School – 2299 Pacific St.
San Bernardino, 92404
Sierra High School – 570 E. 9th St.
San Bernardino, 92410

NEW SCHOOLS

Anton ES – 850 Gilbert St, San Bernardino, 92410
Juanita Blakely Jones ES – 700 N. “F” Street, San Bernardino, 92410
Cesar E. Chavez M.S. – 66550 N. Magnolia Ave. 92407

**Prime Contractor/Bidder
Information**

Prime Contractor/Bidder Information

Name of Contractor/Bidder: _____

Address if Contractor/Bidder: _____

Contractor/Bidder Phone No.: () _____

Contractor/Bidder Fax No.: () _____

Contractor/Bidder License No.: _____

Contractor/Bidder Email: _____

Contractor/Bidder Website: _____

Management Contact Name: _____

Management Contact Phone No.: () _____

Management Contact Fax No.: () _____

Sales Contact Name: _____

Sales Contact Phone No.: () _____

Sales Contact Fax No.: () _____

Accounting Contact Name:• _____

Accounting Contact Phone No.: () _____

Accounting Contact Fax No.: () _____

(This document MUST be SUBMITTED with your bid!)

Notice of Bid

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General Bid Instructions and Conditions

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Supplemental Bid Instructions and Conditions

DSA, DOH Modular Buildings

and

Restroom Facilities

NOTICE OF BID

Notice is hereby given that the Board of Education of SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, San Bernardino, CA (San Bernardino County), will receive Bid Number F05-13 for the procurement of the following:

Lease and/or Purchase of DSA approved Modular Buildings, DOH Modular Buildings, and Restroom Buildings

Sealed bids must be delivered to the San Bernardino City Unified School District, Facilities Department, 777 North F Street, San Bernardino, CA 92410 no later than 2:00 PM on May 22, 2006.

Companies interested in bidding can obtain copies of bid documents and specifications at <http://www.sbcusd.k12.ca.us/new/index.cfm?function=deppage&De=46&Cat=370> or by contacting the Facilities Management Department, Stan Hartman at stan.hartman@sbcusd.com (909) 381-1237. Bid documents will be distributed at the pre-bid meeting referred to in the paragraph next below.

A pre-bid meeting for the purpose of acquainting prospective bidders with the unique requirements of the District and the State of California will be held on May 12, 2006 at 10:00 AM commencing at the District office address noted above. **Attendance is highly recommended.**

The opening of bids will be held at San Bernardino City Unified School District, Facilities Department, 777 North F Street, San Bernardino, CA 92410 on May 22, 2006 at 2:00 PM.

This bid requires the completion of a Disabled Veterans Business Enterprise form which will be provided to bidders by the District.

All local business enterprises are encouraged to participate in this Program. The District will monitor this participation by requiring all bidders to complete and submit a registration form for the District's Local Business Outreach Program which will be provided by the District.

The Board of Education reserves the right to waive any irregularities, accept or reject any or all bids, and to reject any item(s) thereon. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

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

GENERAL BID INSTRUCTIONS AND CONDITIONS

1. SUBMITTING BIDS: Each bid must be received in the Facilities Management Department, San Bernardino City Unified School District, 777 North "F" Street, San Bernardino, California, by the time prescribed on the face of the bid form. Only bids submitted on the District bid forms shall be accepted. All attachments to the proposal shall include the bidders' company name. All bids shall be signed with the firm name and by a responsible officer or employee. Each bid shall be in a sealed envelope bearing the bid number, the date and hour specified for public opening.

It is the bidders' sole responsibility to see that their bid is received by the date and time specified and in the Bid Box located in the Facilities Management Department.

The bid proposal must be signed by a person duly authorized to bind the bidder to the bid. By signing, the authorized person is agreeing to all terms, conditions, instructions, specifications and requirements of this bid document, including all amendments and attachments.

2. BID RESPONSE DEADLINE: The bid must be received on or before the time indicated in the Notice Inviting Bids. Bids delivered or received after the opening date and time will not be accepted. Bids submitted after the deadline will be returned unopened and the bidder will be disqualified. Bids received by mail after the opening date and time will be returned to the bidder. Faxed or emailed bids will not be accepted.
3. CORRECTIONS: All prices and notations shall be typewritten or in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initialed in ink by person signing bid. Verify your bids before submission.
4. BID MODIFICATIONS/QUALIFICATIONS BY BIDDER: The full and complete bid response requirement shall remain constant regardless of any other products and services, or approach to the solution the bidder may offer in the bid response.

A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, may be considered non-responsive to that specific item.

Partial responses, changes to, additions, deletions, or exceptions to this bid by the bidder, which are not specifically called for in the bid documents, may result in the District's rejection of the bid.

GENERAL BID INSTRUCTIONS AND CONDITIONS

5. ACCEPTANCE: Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The right is reserved to reject any and all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. The District will be the sole judge of the merit and qualifications of the materials offered, and will accept whatever bid is deemed to be in the best interest of the District. The award of this bid, if made by the District, will be all or nothing to the lowest responsible bidder.
6. TIE BIDS: Whenever bids are equal, preference shall be given to firms located within the School District and/or firms with whom the District has satisfactory business relationships, in the order named.
7. FAILURE TO PROVIDE REQUESTED INFORMATION: Failure of a bidder to provide any required documentation or information requested in this package may result in the rejection of their bid.
8. BID EVALUATION CLARIFICATION: The District reserves the right to obtain clarification of any point in a bidders' submittal or to obtain additional information. The District reserves the right to conduct on District site, telephone or email, conversations with the bidders to clarify bid proposals and other documents, ask questions or obtain additional information. The bidders' inability to respond to this request may be cause for disqualification of their bid.
9. SUBSTITUTIONS: Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions. The bidder may offer any materials or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample, or description, before closing time of bid. If the bidder is submitting brands which are substantially the same or better than those specified, the bidder shall state the brand name and identifying number(s) in the column provided on the Bid Sheet. If none is indicated, it shall be understood that the bidder is quoting on the exact brand and item number as specified in the bid documents.
10. QUALITY: All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.

GENERAL BID INSTRUCTIONS AND CONDITIONS

11. BONDS: No bidder's bond or certified check is required, unless directed in the supplemental bid conditions.

12. SAMPLES AND TESTING:

(This paragraph intentionally left blank.)

13. DEFECTS AND COMPLIANCE: Bidders shall guarantee all items purchased or leased under this bid to be in compliance with the bid specifications and shall be free of defects. Should any problems arise due to defective material(s) or faulty workmanship, or if the product is not in compliance with bid specifications and requirements, the vendor shall replace the product at no charge, including labor, material and transportation costs, to the complete satisfaction of the District.

If the vendor is unable to meet the District requirements, the District reserves the right to receive a full refund check from the vendor for the unsatisfactory merchandise, including all labor, materials and transportation costs.

Repeated failure to provide product on time and/or product(s) which do not meet the specifications, will constitute grounds for termination of the contract.

If determined by the District, after a written warning to the successful bidder and a reoccurrence of the same failure, the contract may be terminated. If so, a letter of cancellation shall be mailed by the Purchasing Department to the vendor.

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

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

Unless a prior written agreement has been reached with the District, failure to comply with the promised delivery schedule or failure to provide an acceptable product, releases the District from all obligations. In addition, the vendor will be responsible for the cost difference of purchasing or leasing items from the next lowest responsible bidder meeting all District specifications and conditions. If the next lowest responsible bidder is unable to supply the items, the

GENERAL BID INSTRUCTIONS AND CONDITIONS

District reserves the right to purchase or lease the items from another source and bill the difference from any unpaid balance owed the original awarded bidder.

14. PATENT INFRINGEMENTS: The successful bidder shall hold the San Bernardino City Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
15. DELIVERY AND INSTALLATION: It is understood that the bidder agrees to deliver prepaid all items on which bids are accepted to the District addresses indicated in the bid package. The bidder shall be responsible for all costs for delivery, drayage, or freight, packing and installation of modular buildings to locations within the San Bernardino City Unified School District as specified in this bid and/or in the delivery text of each duly issued purchase order. Bidder, at no cost to the District, shall install each unit and connect all utilities for each unit to utility stub-outs. The District, at its sole discretion and without invalidating the remainder of the order, reserves the right to reject any unit deemed defective by the District or any unit which may fail to comply with the specifications in the bid documents.
16. SALES TAX: (A) If applicable, DO NOT INCLUDE California State Sales Tax in bid. Said tax will be added to invoice and paid by the District. (B) If applicable, DO NOT INCLUDE Federal Excise Tax or Use Tax in the bid.
17. DISCOUNT: Cash discount when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice. Cash discount for a period of less than thirty (30) days will not be considered in determining low bidder.
18. NON-BIDDERS: If bid is not made, please notify the District if you wish to remain on the mailing list.
19. INTERPRETATIONS OF BID DOCUMENTS: All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The District shall not be responsible for any other explanation or interpretation of the bid document.
20. LEGAL REQUIREMENTS: All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein, including, but not limited to, obtaining a City of San Bernardino

GENERAL BID INSTRUCTIONS AND CONDITIONS

Business license as required by the City Clerk's Office. It is the vendor's total responsibility to determine such specific details of said requirement with the City of San Bernardino.

21. AWARD OF BID: Award will be made to the overall lowest responsible bidder meeting District specifications and requirements. This bid implies no obligation to buy. The District reserves the right to refrain the award of this bid. The District reserves the right, and may award any, all or none of this bid. In addition, the District may award all of the bid and refrain from entering into an agreement or placing orders for any or all of the items awarded. As an indefinite-quantity bid, there shall be no minimum or maximum contract or purchase order quantities. The award is subject to acceptance by the District's Board of Education. The District reserves the right to reject all bids and not award a contract. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.
22. REJECTION OF BIDS: The District reserves the right to accept or reject any or all bids, or portions of bids, and to waive any irregularities or informalities in any bid or in the bidding.
23. COMMUNICATION OF AWARD: Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.
24. SAFETY REGULATIONS: All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations
25. AFFIRMATIVE ACTION: The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

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

Complete the enclosed certification document and return it with your bid. This document should be submitted with each bid.

26. TERMINATION FOR CONVENIENCE: The District may terminate this contract, in whole or in part, at any time by written notice to the vendor without cause.
27. ALTERNATE SOURCES: Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent material or service

GENERAL BID INSTRUCTIONS AND CONDITIONS

from other sources, when deemed to be in the best interest of the District.

28. UNIT PRICES: Pricing shall be per unit. The pricing per unit shall include all costs (excluding tax) and shall be delivered and installed in accordance with paragraph 15 (DELIVERY AND INSTALLATION) above.
29. SPECIFICATIONS: The District shall be the sole judge as to whether items bid are equal to the District specifications and whether the successful bidder meets the Districts requirements and specifications.

The District has standardized on particular products. Where specific product codes or model numbers are required in this bid, equivalent products may be acceptable. The vendor should provide documentation ensuring that product equivalents meet the specifications of this bid and District requirements. The District retains the right to reject any provided equivalents if, in its opinion, the product equivalent does not meet the bid or District requirements. The District shall be the sole judge as to whether products or services bid are equal or meet the District requirements.

Product information sheets (ex: literature, specifications, drawings) should be submitted with bid, if bidding on items other than the manufacturer/model stated in District bid.

30. BID QUANTITIES: The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire bid.
31. FUNDS: Purchase or leased is contingent upon availability of funds.
32. BID TERM: The bid term will commence upon award by the Board of Education, and shall continue for an initial term of three (3) years.
33. BID EXTENSION: After three (3) years, the District reserves the right to extend the bid on a year to year basis, not to exceed five (5) years (including the first three (3) years) at the discretion of the successful bidder and the District, if it is in the best interest of the District.
34. PRICE ESCALATION: After the initial three (3) years term, prices may increase in accordance with the terms of the price escalation provisions of the bid documents.
35. PRICE DECREASES: Bidders are required to pass price reductions immediately through to the San Bernardino City Unified School District

GENERAL BID INSTRUCTIONS AND CONDITIONS

as market prices drop for these products throughout the duration of the bid award and any extensions. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

DELIVERY: The delivery of the units shall be in compliance with the rules and regulations of the state, county and municipal jurisdiction(s) through which the units are transported to the site designated by the District. The delivery of the units shall be as scheduled in the Supplemental Bid Instructions and Conditions.

36. PRODUCT AVAILABILITY: By submitting a bid, the bidder guarantees bidder's performance.
37. INVOICES: Invoices must be clearly itemized, including the unit price and purchase order number and the school site to which the units are delivered.
38. INSPECTION OF VENDOR FACILITIES: All qualifying vendors are subject to inspection of facilities by the District.
39. ADDENDUM: If it becomes necessary to revise any part of this bid, an addendum will be provided to all bidders prior to the bid opening. The addendum must be signed and included in your bid package.

Any clarifications or corrections to this bid shall be made by written amendment to all vendors that have been mailed a bid or requested a bid. Any amendments to this bid will be posted to the District website at <http://www.sbcusd.k12.ca.us/new/index.cfm?function=deppage&De=46&Cat=370>. Each Bidder is solely responsible for checking the website for amendment postings.

Requests to amend any part of this bid must be done in writing seventy-two (72) hours prior to the bid opening in order to allow for a response.

40. BID WITHDRAWAL: Prior to the bid opening date and time, a bid may be withdrawn at the bidders' request. No bidder may withdraw their bid for a period of sixty (60) days after the bid opening.
41. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) may be required as a result of this bid. Payment will be delayed until the required MSDS is received.

GENERAL BID INSTRUCTIONS AND CONDITIONS

42. LAWS: All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on items provided in this bid shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This bid is governed by and construed in accordance with the laws of the State of California.

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

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

43. CONTACTS: Please provide us with the following information:

Local Contact _____ Phone
No. _____

Business License Number _____ Expiration
Date _____

44. VENDOR APPLICATION: Each bidder shall be required to complete the Vendor Application included with these bid documents.
45. REFERENCES: Each bidder shall include with his bid a list of businesses including other school districts, if any, for which they have provided the same products and/or services as required herein.
46. EXPERIENCE: The bidder, by submitting a bid, indicates that he has the ability to fulfill the terms and conditions of the bid and has been successful in supplying the products and/or services associated with this bid for a period of at least five (5) years.
47. SIGNATURES: Original signatures in ink are required on all bids. All prices and notations must be typed or legibly written in ink. Bids must

GENERAL BID INSTRUCTIONS AND CONDITIONS

not be written in pencil. Mistakes may be crossed out and correction inserted adjacent, and the correction must be initialed in ink by the person signing the proposal.

48. PIGGYBACKABLE BID: This is not a piggybackable bid.

49. FINGERPRINT AND CRIMINAL BACKGROUND CHECK

CERTIFICATION: This bid is subject to the provisions of Education Code Section 45125.1. Bidder's/ Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site.

The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5 and 1192.7, respectively. Bidder/Contractor shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the Employee has not been convicted of a felony as defined in Education Code Section 45122.1.

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

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

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

50. INSURANCE AND BONDS REQUIREMENTS:

The Bidder shall secure and maintain from an admitted California surety, the minimum amounts of coverage listed below to protect against claims that may arise from operations under the contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All Contractors shall have Commercial General Liability (CGL) and Commercial (Business) Automotive Liability (CA or BA). Workers Compensation (WC) shall also be

GENERAL BID INSTRUCTIONS AND CONDITIONS

provided unless exempted as outlined below. Under some circumstances, the District may also require Errors and Omissions (E&O), excess, or other coverage whenever exposure warrants, or as determined by the District.

Failure to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this agreement and may result in termination of the agreement.

Evidence of Insurance:

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/ endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause, and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this agreement.

Additional Insureds:

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

"San Bernardino City Unified School District; its directors, officers, employees, volunteers, and Board members".

Rating of Insurer:

All policies shall be from admitted insurers with an A.M. Best rating of at least "A" or better, except that for W/C coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to District needs.

All funds and holdings must be held within the fifty states that constitute the United States of America.

(continued on next page)

GENERAL BID INSTRUCTIONS AND CONDITIONS

Minimum Coverages:

- 1) Contractor's Liability Insurance
 - a) Worker's Compensation
 - State: Statutory
 - Voluntary Compensation (by any exempt entities): Same as State Workers Compensation
 - Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries)
 - Employer's Liability Statutory
Benefits required by union \$1,000,000.00 Each accident
labor contracts As applicable
 - b) General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage): Can be combined Single Limit (CSL)
 - i) Bodily Injury:
 - \$ 1,000,000.00 Each Occurrence
 - \$ 2,000,000.00 Aggregate
 - ii) Property Damage:
 - \$ 1,000,000.00 Each Occurrence
 - \$ 2,000,000.00 Aggregate
 - iii) Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
 - iv) Property Damage Liability Insurance shall include coverage for the following hazards:
 - X (Explosion)
 - C (Collapse)
 - U (Underground)

(continued on next page)

GENERAL BID INSTRUCTIONS AND CONDITIONS

- v) Contractual Liability (Hold Harmless Coverage): Include in CSL Form
 - (1) Bodily Injury:
 - \$ 1,000,000.00 Each Occurrence
 - \$ 2,000,000.00 Aggregate
 - (2) Property Damage:
 - \$ 1,000,000.00 Each Occurrence
 - \$ 2,000,000.00 Aggregate
- vi) Personal Injury (with Employment Exclusion deleted, if applicable):
 - \$1,000,000.00 per occurrence
 - Aggregate subject to CSL Aggregate
- c) If Contractor's Contract (Total Bid Price) is expected to be more than \$500,000.00, the following excess liability coverage is required:
 - 1. Umbrella Excess Liability:
 - \$ 4,000,000.00 Over primary insurance
 - \$ 10,000.00 Retention
 - 2. Automobile Liability (owned, non-owned, hired):
 - a. Bodily Injury: \$1,000,000.00 CSL
 - \$ 1,000,000.00 Each Person
 - \$ 1,000,000.00 Each Accident
 - b. Property Damage:
 - \$ 1,000,000.00 Each Occurrence"

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.

51. DISTRICT CONTACT: All contact with the District regarding this bid shall be made through the District's representative: Stan Hartman, stan.hartman@sbcusd.com, Tel: 909-909-881-8008 Ext. 1308-282, unless otherwise authorized by the District.

VENDOR APPLICATION

When completed mail to:

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

Business Name: _____

*Business License Number: _____ Expiration Date: _____

Representative Name: _____ Title _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

List of References Where Your Company Provided Products/Services: (Preferably other school districts)

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

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

Authorized Vendor Representative Signature _____ Date _____

Name _____ Title _____

Equal Opportunity Certification

When completed mail to:

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

Company _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____ Number of Employees _____

Please check one of the following categories. This company is:

Minority Owned _____ Woman Owned _____ Disadvantaged _____

Disabled Veteran Owned _____ None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated: _____

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

“By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature _____

Printed Name _____

Title _____

Date _____

Vendor Tax Information
(Substitute Form W-9)

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

SOLE PROPRIETOR
Name of Individual Owner _____
Business Name _____
Taxpayer Identification Number/SSN _____
(Use number that income from business will be reported under)
Resident of California (Check One) Yes No

PARTNERSHIP
Name of Partnership _____
Federal Identification Number _____
Resident of California (Check One) Yes No

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

TAX EXEMPT ORGANIZATION/ENTITY
Name of Organization or Entity _____
Department or Unit, if applicable _____
Federal Identification Number _____
Why Are You Tax Exempt? _____

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

Signature _____ Title _____ Date _____ Tel No. _____

Failure to furnish correct information and return this form will subject our payment(s) to you to 31% backup withholding per IRS regulations.	Return this form to: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT 777 North "F" Street San Bernardino, CA 92410-3017
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SUPPLEMENTAL BID INSTRUCTIONS AND CONDITIONS

A. 24' x 40', DSA approved modular buildings, with the required ADA approved ramps, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the modular buildings and no crane required for installation:

1- Purchase Price: _____

2- Rental Fee:

Month-to-Month: _____

12 Month Term: _____

18 Month Term: _____

24 Month Term: _____

30 Month Term: _____

36 Month Term: _____

48 Month Term: _____

Purchase Price of additional ADA approved ramps: _____

Monthly Rental of additional ADA approved ramps: _____

Expected delivery lead time, new units: _____

Expected delivery lead time, refurbished units: _____

Cost of removal of units: _____

Cost of relocation of units to another District site within a 3-5 mile radius: _____

Additional cost if installation requires a crane: _____

Cost of units purchased in future years: _____

Cost of units leased in future years. Please specify a dollar amount increase per year or a percentage increase per year: _____

Comments (use additional pages for clarification, if necessary): _____

SUPPLEMENTAL BID INSTRUCTIONS AND CONDITIONS

B. 24'x 60', DSA approved modular buildings, with the required ADA approved ramps, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the modular buildings and no crane required for installation:

1- Purchase Price: _____

2- Rental Fee:

Month-to-Month: _____

12 Month Term: _____

18 Month Term: _____

24 Month Term: _____

30 Month Term: _____

36 Month Term: _____

48 Month Term: _____

Purchase Price of additional ADA approved ramps: _____

Monthly Rental of additional ADA approved ramps: _____

Expected delivery lead time, new units: _____

Expected delivery lead time, refurbished units: _____

Cost of removal of units: _____

Cost of relocation of units to another District site within a 3-5 mile radius: _____

Additional cost if installation requires a crane: _____

Cost of units purchased in future years: _____

Cost of units leased in future years. Please specify a dollar amount increase per year or a percentage increase per year: _____

Comments (use additional pages for clarification, if necessary): _____

SUPPLEMENTAL BID INSTRUCTIONS AND CONDITIONS

C. 24' x 40', DOH approved modular buildings, with DSA approved anchor system for temporary housing buildings and the required ADA approved ramps, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the modular buildings and no crane required for installation:

1- Purchase Price: _____

2- Rental Fee:

Month-to-Month: _____

12 Month Term: _____

18 Month Term: _____

24 Month Term: _____

30 Month Term: _____

36 Month Term: _____

48 Month Term: _____

Purchase Price of additional ADA approved ramps: _____

Monthly Rental of additional ADA approved ramps: _____

Expected delivery lead time, new units: _____

Expected delivery lead time, refurbished units: _____

Cost of removal of units: _____

Cost of relocation of units to another District site within a 3-5 mile radius: _____

Additional cost if installation requires a crane: _____

Cost of units purchased in future years: _____

Cost of units leased in future years. Please specify a dollar amount increase per year or a percentage increase per year: _____

Comments (use additional pages for clarification, if necessary): _____

SUPPLEMENTAL BID INSTRUCTIONS AND CONDITIONS

D. 24' x 60', DOH approved modular buildings, with DSA approved anchor system for temporary housing buildings and the required ADA approved ramps, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the modular buildings and no crane required for installation:

1- Purchase Price: _____

2- Rental Fee:

Month-to-Month: _____

12 Month Term: _____

18 Month Term: _____

24 Month Term: _____

30 Month Term: _____

36 Month Term: _____

48 Month Term: _____

Purchase Price of additional ADA approved ramps: _____

Monthly Rental of additional ADA approved ramps: _____

Expected delivery lead time, new units: _____

Expected delivery lead time, refurbished units: _____

Cost of removal of units: _____

Cost of relocation of units to another District site within a 3-5 mile radius: _____

Additional cost if installation requires a crane: _____

Cost of units purchased in future years: _____

Cost of units leased in future years. Please specify a dollar amount increase per year or a percentage increase per year: _____

Comments (use additional pages for clarification, if necessary): _____

SUPPLEMENTAL BID INSTRUCTIONS AND CONDITIONS

E. Restroom Building, self contained units, requiring greywater and blackwater pumping service), 3 compartments (Boys, Girls, Handicap) with the required ADA approved ramps, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the modular buildings and no crane required for installation:

1- Purchase Price: _____

2- Rental Fee:

Month-to-Month: _____

12 Month Term: _____

18 Month Term: _____

24 Month Term: _____

30 Month Term: _____

36 Month Term: _____

48 Month Term: _____

Purchase Price of additional ADA approved ramps: _____

Monthly Rental of additional ADA approved ramps: _____

Expected delivery lead time, new units: _____

Expected delivery lead time, refurbished units: _____

Cost of removal of units: _____

Cost of relocation of units to another District site within a 3-5 mile radius: _____

Additional cost if installation requires a crane: _____

Cost of units purchased in future years: _____

Cost of units leased in future years. Please specify a dollar amount increase per year or a percentage increase per year: _____

Comments (use additional pages for clarification, if necessary): _____

SUPPLEMENTAL BID INSTRUCTIONS AND CONDITIONS

F. Restroom Building, to be plumbed units, (NOT requiring greywater and blackwater pumping service), 3 compartments with the required ADA approved ramps, delivered to and assembled at a prepared, level site with the required utilities provided to a stub-out within the vicinity of the location of the modular buildings and no crane required for installation:

1- Purchase Price: _____

2- Rental Fee:

Month-to-Month: _____

12 Month Term: _____

18 Month Term: _____

24 Month Term: _____

30 Month Term: _____

36 Month Term: _____

48 Month Term: _____

Purchase Price of additional ADA approved ramps: _____

Monthly Rental of additional ADA approved ramps: _____

Expected delivery lead time, new units: _____

Expected delivery lead time, refurbished units: _____

Cost of removal of units: _____

Cost of relocation of units to another District site within a 3-5 mile radius: _____

Additional cost if installation requires a crane: _____

Cost of units purchased in future years: _____

Cost of units leased in future years. Please specify a dollar amount increase per year or a percentage increase per year: _____

Comments (use additional pages for clarification, if necessary): _____

**Proposed Contract for the Purchase, Lease-
Purchase, Lease, and Rental of DSA, DOH
Modular Buildings and Restrooms**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

777 North F Street

San Bernardino, CA 92410

Tel: 909-381-1238 * Fax: 909-885-4218

**FIELD CONTRACT FOR MODULAR BUILDINGS
CONTRACT NUMBER _____, BID NUMBER F05-13**

THIS CONTRACT is made and entered into on _____, 2006 by and between _____, hereinafter called the CONTRACTOR and the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The CONTRACTOR shall furnish the DISTRICT for a total contract price of:

_____ Dollars (\$ _____)
the following products and/or services:

(See Attached)
2. The term of this contract shall begin on _____, 2006 with work to be completed on or before _____, 2006.
3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 23 of the Terms and Conditions and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the project at each site and the District's written approval of the work at each site (which approval shall not be unreasonably withheld).
5. Inspection shall be performed by the District's Facilities Administrator, or his representative.
6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of four (4) years from the date of final written approval of work by the District.

(continued on next page)

8. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- _____ Work Specs/Scope of Work Statement _____ Insurance Forms
- _____ Non Collusion Affidavit
- _____ Addendum Containing Specific Terms and Conditions

"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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY TAX IDENTIFICATION

- _____ Individual
 - _____ Sole Proprietorship
 - _____ Partnership
 - _____ Corporation
 - _____ Other
- _____ Employer Tax Number
- _____ Social Security Number

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

CONTRACTOR

SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT

(signature)

Mohammad Z. Islam
Assistant Superintendent, Business and
Finance

(print name and title)

DATE: _____

DATE: _____

LICENSE NUMBER: _____

ADDRESS: _____

PHONE: _____

FAX: _____

NONCOLLUSION AFFIDAVIT

_____, 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.

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

(Date)

(Signature)

NONCOLLUSION AFFIDAVIT

_____, 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.

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

(Date)

(Signature)

GENERAL TERMS AND CONDITIONS

1. PROPOSAL ACCEPTANCE.

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of bids unless otherwise agreed upon. The District reserves the right to accept or reject any and all bids and reserves the right to waive any informality in any bids.

2. SITE EXAMINATION. Contractor must examine all of the sites and certify all measurements, specifications and conditions affecting the work to be performed at the sites. By submitting their bids the contractor warrants that they have made such site examination as they deem necessary as to the condition of the sites, their accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the sites ~~site~~.

3. EQUIPMENT AND LABOR. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. SUBCONTRACTORS. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any

contractual relations between any subcontractor and the District.

5. SAFETY AND SECURITY. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. DEFAULT BY CONTRACTOR.

When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. CONTRACT CHANGES. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. WORKERS. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or

unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such

occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT.** The Contractor shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractors, or any employee, agent, or representative of Contractor and/or its subcontractors.

18. **PAYMENT.** Unless otherwise specified, the Contractor shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall

make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld) .

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Bernardino City Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **LABOR CODE.** The Contractor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7,

Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file in the Purchasing Department, located at 223 North Jackson Street, Glendale, California 91206.

23. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.**

The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMP. INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

b) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The

Contractor shall procure and shall maintain during the life of his contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 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 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

24. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

25. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the

Contractor without further acknowledgment by the parties.

26. **COMPLIANCE WITH LAWS.**

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

27. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

28. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

29. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

30. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in

accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

31. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. 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 this contract shall be read and enforced as though it were included therein.

32. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA). All contract work that is performed for the San Bernardino City Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

33. Contractor's Obligation to Meet Requirements. If Contractor does not meet all of the requirements of the contract and does not submit evidence that all requirements have been met within 21 days from the notice of award of contract, the award of contract shall be void and null by the District and the contractor shall have no recourse.

**Disabled Veteran Participation and
Qualification Forms and Information**

*Working together to improve the
educational environment for California's kids*

Disabled Veteran Business Enterprise

Information and forms package for the Lease-Purchase and
State Relocatable Classroom Programs—not applicable to the
School Facility Program

February 2006

State of California

Arnold Schwarzenegger, Governor

State and Consumer Services Agency

Rosario Marin, Secretary

Department of General Services

Ron Joseph, Director

Andrew Chang, Chief Deputy Director

Rob Cook, Deputy Director

Office of Public School Construction

State Allocation Board

Luisa M. Park, Executive Officer

Lori Morgan, Deputy Executive Officer

Mavonne Garrity, Assistant Executive Officer

Prepared on behalf of the

State Allocation Board

by the

Office of Public School Construction

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SECTION 1

School District Checklist

The three percent Disabled Veteran Business Enterprise participation goal shall apply to all State Allocation Board funded school district contracts over \$10,000 in the Lease-Purchase Program and certain contracts over \$10,000 in the State Relocatable Classroom Program (architectural, on-site inspections and utility hookups).

This checklist is designed to help you prepare bid/proposals for contracts funded through the Lease-Purchase and State Relocatable Classroom Programs.

- Check our web page at: <http://www.opsc.dgs.ca.gov/dvbe.htm> for latest revision of this package.
- Advertise your invitation to bid per appropriate local agency contracting laws and regulations*. School district advertisements for bids should include:
 - specific information about the project including location of work and type of trade(s) you are seeking; and
 - that you are seeking DVBE bids; and
 - date the bid is due; and
 - name, address and telephone number of a contact person.
- Include the items listed below in appropriate invitations to bid. For qualification based selections provide the items listed below to the awardee of the contract.
 - SAB DVBE Policy
 - Substitutions
 - Bidder's Most Frequently Asked Questions
 - Role of Construction Management (if applicable)
 - Prime Bidder Certification form
 - Good Faith Effort Worksheet form
- Give a prebidder workshop to provide information to assist potential bidders in compliance with DVBE requirements.
- If this is a bid—review each bid for responsiveness to the DVBE requirements after the bid opening.
- If this is a proposal—review the awardee's Prime Bidder Certification and Good Faith Effort Worksheet (if applicable) for responsiveness to the DVBE requirements before the contract is signed.

*Advertising sources are included in the "State Contracting Resource Packet" available through:

Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS)

Receptionist: 916.375.4940
24-hour Electronic Service: 916.322.5060
Internet Address: <http://www.pd.dgs.ca.gov/smbus>

Note: OSDS is a resource for identifying certified DVBEs and advertising sources, however, the DVBE program they administer applies to contracts with State entities, not contracts awarded by school districts.

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SECTION 2

State Allocation Board DVBE Policy

Adopted August 26, 1992

Definitions

The term "Disabled Veteran Business Enterprise" (DVBE) means a business concern that is certified as a DVBE by the Office of Small Business and Disabled Veteran Business Enterprise Services.

The term "contract" means any agreement awarded by a school district in which all or part of the funding is provided by the State Allocation Board (SAB) under either the Lease-Purchase or State Relocatable Classroom Programs.

The term "bidder" means any person or persons, firm, partnership, corporation or combination thereof who makes an offer, competitive or noncompetitive, with the intent of forming a contract with one or more school districts on a SAB funded project.

Disabled Veterans Business Enterprise Goals

In addition to the school districts contracting requirements, potential contractors seeking to enter into contracts with school districts on a SAB funded project under the Lease-Purchase and State Relocatable Classroom Program for labor, services, materials, supplies, equipment, construction, alteration, repair or improvement shall be required to meet a three percent participation goal for certified DVBEs or demonstrate that a good faith effort was made to meet the goal by submitting documentation of all actions to comply with California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.63.

In order for any sole proprietorship, partnership, corporation or other enterprises to obtain certification or to be counted toward meeting the DVBE contract goals, such business concern must possess current and valid certification as a DVBE through the Office of Small Business and Disabled Veteran Business Enterprise Services.

For contracts awarded by competitive bid, a bidder must demonstrate fulfillment of this requirement at or prior to the time of bid opening in order to qualify as a responsive bidder. For contracts not awarded by competitive bid, a potential contractor must demonstrate fulfillment of this requirement prior to entering into the contract.

The DVBE participation goal shall apply to all SAB funded school district contracts over \$10,000 in the Lease-Purchase and certain contracts over \$10,000 in the State Relocatable Classroom Program (architectural, on-site inspections and utility hookups).

Any bidder meeting the three percent participation goal for DVBEs is eligible for award of a school district contract. If a bidder is unable to meet the three percent participation goal, the bidder shall demonstrate a good faith effort by submitting documentation of all the following actions:

- Contact was made with the school district to identify DVBEs;
- Contact was made with other State and federal agencies and with local DVBE organizations to identify DVBEs;
- Advertising was published in trade papers and papers focusing on DVBEs, unless time limits imposed by the awarding department do not permit that advertising;
- Invitations to bid were submitted to potential DVBE contractors; available DVBEs were considered.

The school district shall evaluate the effort made by the bidder to seek out and consider DVBEs as potential subcontractors, and/or material or equipment suppliers. In evaluating such effort, the school district shall consider documentation of the actions specified above. Based on this evaluation, the school district may make a finding that the three percent DVBE participation goal or the good faith effort requirement has been met. The school district finding in this regard is subject to audit by OPSC. A bidder is eligible for award of a school district contract upon a finding by the school district that a three percent DVBE participation goal or good faith effort to meet the participation goal has been achieved.

If a bidder fails to meet either the goal or a good faith effort to meet the three percent goal, such bidder shall be deemed not to be a responsive bidder for purposes of the school districts's evaluation of an award of contract and is thus ineligible for an award.

SECTION 3

School Districts Most Frequently Asked Questions

Q. What Programs administered by the State Allocation Board (SAB) must comply with the SAB Disabled Veteran Business Enterprise (DVBE) policy?

All contracts over \$10,000 in the Lease-Purchase Program, and certain contracts over \$10,000 in the State Relocatable Classroom Program (architectural, on-site inspections and utility hookups).

Q. Is there a minimum number of days prior to the due date for bids that school districts are required to place their advertisements?

In accordance with Public Contract Code Section 10115.2(b)(3) and implementing regulations, the SAB requires school districts to advertise at least 14 calendar days prior to the due date for bids.

Q. Must a Disabled Veteran Business Enterprise be certified in order to participate in a contract?

Disabled Veteran Business Enterprises must be certified by the Office of Small Business and Disabled Veteran Business Enterprise Services. Their telephone number is 916.375.4940 or 916.322.5060. The Internet address is: <http://www.pd.dgs.ca.gov/smbus>.

Q. My school district is in the process of selecting an architect. Are architectural and other professional services such as construction managers, engineers, environmental and land surveyors, subject to Disabled Veteran Business Enterprise requirements?

Yes, although these contracts are not competitively bid, they are still subject to Disabled Veteran Business Enterprises policy and must demonstrate fulfillment of the requirements prior to entering into the contract.

Q. May the school district open bids and provide bidders a grace period to submit appropriate DVBE documents?

No, however, bids may be received and held unopened and bidders may be given additional time to submit their DVBE documents if approved by the school district legal counsel and specified in the invitations to bid.

Q. May the school district require local Minority and Women Business Enterprise requirements/programs on SAB funded projects?

Yes, however, if the district rejects the lower bidder because of noncompliance with the local M/WBE requirements the district will be responsible for the increase in cost.

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4 SECTION

Substitutions

If awarded the contract(s), the successful bidder must use the DVBE subcontractor and/or supplier proposed in the final bid unless the contractor requested a substitution from the school district prior to the execution of the contract and the school district has approved such substitution. At a minimum, the request must include:

1. A written explanation of the reason for the substitution,
2. The identity of the person or firm substituted, and
3. Satisfactory evidence that the DVBE contract participation certified in the original bid will still be met after the substitution.

The school district's approval or disapproval of the substitution is not to be construed as an excuse for noncompliance with any other provision of law including, but not limited to, the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the school district/State under the default section of the contract.

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5 SECTION

Piggybacking on Furniture and Equipment Contracts

Many school districts like to use or “piggyback” pre-existing Furniture and Equipment contracts. This is acceptable in the Office of Public School Construction’s Disabled Veterans Business Enterprise (DVBE) Program when the original contract:

- Has not passed its expiration date or exceeded its dollar amount (if limited), and
- Has provisions that allow for piggybacking, and
- Meets the DVBE requirements (if signed after August 26, 1992).

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SECTION 6

Role of Construction Management

School Districts

Some school districts choose to contract with a Construction Management firm (CM) to perform certain functions of a project. Subcontractors working on these projects will contract directly with the school district and are treated as prime contractors for purposes of the Disabled Veteran Business Enterprise (DVBE) requirements. Each contract must either meet the participation goals or the good faith effort criteria in order to be eligible for an award. School districts and/or CM firms may assist the bidders that are seeking to comply with the DVBE requirements by developing a list of subcontractors/suppliers that could be solicited for participation. This list of interested subcontractors/suppliers would then be passed on to the plan holding contractors. The CM may assist in the coordination of forms required for submittal by the contractor/subcontractor/supplier.

The CM firm may use Parts I and II of the Prime Bidder Good Faith Effort Worksheet, to develop a list of interested subcontractors/suppliers.

Part I—Contacts

The CM firm may make the required contacts listed in this part to obtain lists of subcontractors/suppliers that may be solicited to participate.

Part II—Advertisements

The CM firm may advertise in trade and focus papers. The advertisement must comply with the requirements listed in this part of the form and include a list of the plan holding contractors that will be using subcontractors/suppliers.

The CM firm must provide all "plan holding" contractors with the documentation of the above process to include on their Prime Bidder Good Faith Effort Worksheet.

Part III—Solicitations

This part must be independently performed by each plan holding contractor. The requirements of this part would include inviting subcontractors/suppliers to bid, listing each DVBE contacted and indicating if the firm will be used or why it is not being used.

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SECTION 7

Bidders Most Frequently Asked Questions

Q. What programs administered by the State Allocation Board must comply with Disabled Veteran Business Enterprise provisions?

All contracts over \$10,000 in the Lease-Purchase Program, and certain contracts over \$10,000 in the State Relocatable Classroom Program, (architectural, on-site inspections and utility hookups).

Q. Where can I get SAB Disabled Veteran Business Enterprise Forms?

Contact the school district advertising for bid/proposals. They will provide you with the most recent forms.

Q. I am an inspector, I do not subcontract, how do I comply?

You must complete the Prime Bidder Certification Of Disabled Veteran Business Enterprise Participation form, and the Prime Bidder Good Faith Effort Worksheet form. A business enterprise without any opportunity for subcontracting or purchasing of supplies, must provide a narrative on Prime Bidder Good Faith Effort Worksheet form explaining this and be able to demonstrate its inability to subcontract or purchase supplies if an audit occurs.

Q. Must a Disabled Veteran Business Enterprise be certified in order to participate in a contract?

Yes, Disabled Veteran Business Enterprises must be certified by the Office of Small Business and Disabled Veteran Business Enterprise Services.

Q. Is there a minimum number of days prior to bid opening that primary bidders are required to place their advertisements in a publication focused toward DVBE and a trade paper for purposes of the "Good Faith Effort"?

The SAB recommends bidders comply with the Good Faith Effort requirements by advertising at least 14 calendar days prior to bid opening.

Q. What if a bidder does not have 14 days to advertise for the purposes of completing a Good Faith Effort?

You must advertise for as many days as possible before the bid opening date. The only exception to this requirement is if time constraints imposed by the school district prohibit the bidder from advertising. All bidders must be notified of this exception.

**Where do I find a list of Disabled Veteran Business Enterprises and list of advertising sources?**

The Office of Small Business and Disabled Veteran Business Enterprise Services is located on the Internet and publishes a list of certified Disabled Veteran Business Enterprises and the State Contracting Resources Packet. Their telephone number is 916.375.4940 or 916.322.5060. The Internet address is: <http://www.pd.dgs.ca.gov/smbus>.

**I am a distributor or sales representative of XYZ. I pick up the telephone and place the order. There isn't any installation required or the installation is completed by factory trained personnel. The delivery is arranged by the manufacturer. How do I comply with the Disabled Veteran Business Enterprise requirements?**

Transfer the burden of compliance to the manufacturer. Ask your manufacturer:

1. What opportunities do you have to subcontract (delivery, bookkeeping, etc.)?
2. What components of the product do you purchase (nuts, bolts, plastic, wood, cardboard boxes, pallets, etc.)?
3. Is equipment purchased to produce the product (safety glasses, hammer, nail gun, etc.)?
4. Are any of the items identified in questions 1 through 3 currently being provided by DVBEs? If yes, prorate the amount of their participation in the product(s) to be bid and include a copy of their DVBE letter from OSD.
5. Use the Prime Bidder's Good Faith Effort Worksheet to increase your manufacturer's DVBE participation as follows:

Part I—Contacts

Make a contact in each of the three categories. Request DVBE contacts in the subcontracting or purchasing opportunities you have identified (see questions 1 through 3 above).

If you have an out-of-state manufacturer ask for contacts in your manufacturer's state.

Part II—Advertisements

Place your advertisements and list your manufacturer's subcontracting or purchasing opportunities.

If you have an out-of-state manufacturer you may advertise in their state as long as all of the requirements listed on the Prime Bidder's Good Faith Effort Worksheet are met.

Part III—Solicitations

List DVBE subcontractors and/or suppliers that you or your manufacturer considered for participation in this bid (i.e., those you contacted from the lists provided by the contacts you make in Part I and those who responded to your advertisement in Part II). Indicate if the subcontractor/supplier was selected, a reason if not selected or check "No Response" (if applicable).

The logo for Section 8, featuring a large blue number '8' with the word 'SECTION' in blue capital letters to its left.

Forms

- Prime Bidder Certification of Disabled Veteran
- Prime Bidder Good Faith Effort Worksheet

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**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

To be completed by the Prime Bidder.

GENERAL INSTRUCTIONS

All or part of the funding for the proposed work/services/equipment/supplies for which your firm is bidding has been made available by the State Allocation Board (SAB) through the Lease-Purchase Program or the State Relocatable Classroom Program and as a result, the contract award must be made in accordance with the SAB participation requirements for Disabled Veterans Business Enterprises (DVBE). The SAB requires that all contracts over \$10,000 awarded must meet a DVBE participation goal of not less than three percent of the contract amount. *If your firm cannot meet the three percent DVBE participation goal, you must demonstrate a good faith effort to attempt to meet the three percent participation.* The school district issuing this solicitation document, not the SAB/OPSC, is responsible to assure compliance with the DVBE program.

PART I—IDENTIFICATION INFORMATION

BIDDER'S NAME		TELEPHONE
BUSINESS ADDRESS		
SCHOOL DISTRICT	COUNTY	APPLICATION NUMBER

PART II—METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS

Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount. If no box can be checked, your bid/proposal will be deemed non-responsive and disqualified.

Important Note

Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the district and before the contract is signed.

YOUR BUSINESS ENTERPRISE...	AND YOU...	AND YOU...
A. <input type="checkbox"/> is Disabled Veteran owned and your forces will perform at least three percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	will include a copy of each DVBE letter from OSDS (including yours, if applicable).
B. <input type="checkbox"/> is Disabled Veteran owned but is unable to perform the three percent of this contract with your forces	will use DVBE subcontractors/suppliers to bring the contract participation to at least three percent	
C. <input type="checkbox"/> is not Disabled Veteran owned	will use DVBE subcontractors/suppliers for at least three percent of this contract	
D. <input type="checkbox"/> is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

Note

An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained from the participating DVBE. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

PART III—DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL

Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed. All others must complete this section and include it with the bid.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	Base Bid/Proposal	Alternate No. 1	Alternate No. 2	Alternate No. 3 or Base Bid B	Alternate No. 4 or Base Bid C	Alternate No. 5 (Modernation or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A and B)						
D. Non-DVBE						
E. Total Bid						

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

PART II—ADVERTISEMENTS

You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements must be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response.) Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	FOCUS	TRADE	

PART III—DVBE SOLICITATIONS

List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE...	THEN...	AND...
was selected to participate	check "YES" in the "SELECTED" column, include the applicable dollar amount in Part III of the "Prime Bidder Certification of Disabled Veteran" form.	include a copy of their DVBE letter from OSD.
was not selected to participate	check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column.
did not respond to solicitation	check the "NO RESPONSE" column.	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED THIS SECTION MUST BE COMPLETED	NO
	YES	NO		

Important Note

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

**Local Business
Outreach Program**

**DON'T MISS OUT ON
SBCUSD LOCAL BUILDING
OPPORTUNITIES—**

**—ADD YOUR NAME TO OUR
MAILING AND EMAILING LIST.
CONTACT US TO REGISTER:**

**SBCUSD—Facilities Management
LOCAL BUSINESS OUTREACH PROGRAM**

777 North F Street
San Bernardino, CA 92410
(909) 381-1238 Fax (909) 885-4218
susan.deleon@sbcusd.com

OR VISIT LBOP ON THE WEB @

www.sbcusd.k12.ca.us

AND CLICK ON Nutrition Services and Facilities Operations



SBCUSD

**BUILDING
SCHOOLS.**

**BUILDING
EDUCATION.**

**BUILDING
OPPORTUNITIES.**

**LOCAL
BUSINESS
OUTREACH
PROGRAM**

**SBCUSD
FACILITIES CONTRACTS
6 MONTH LOOK AHEAD**

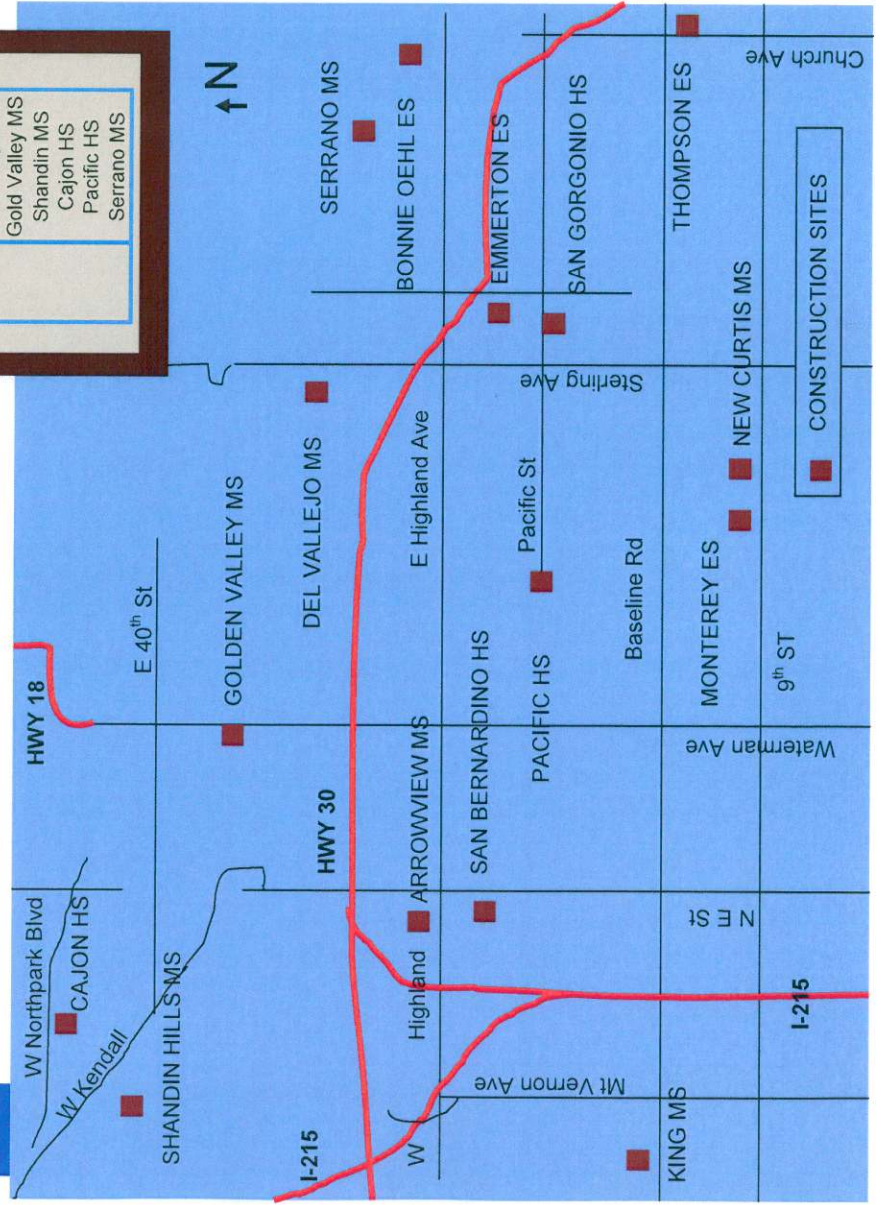
Type	School Name
------	-------------

Mod's	School Name
	Belvedere ES
	Cajon HS
	Thompson ES
	Oehl ES

New	School Name
	Monterey ES
	New Curtis MS
	Emmertton II ES

SDC	School Name
	San Bernardino HS
	Arrowview MS
	King MS
	San Gorgonio HS

Adds	School Name
	Del Vallejo MS
	Gold Valley MS
	Shandin MS
	Cajon HS
	Pacific HS
	Serrano MS





Program Plan

MISSION

SBCUSD, in support of local businesses and its students, is implementing an outreach program to increase awareness and participation in its facilities contracts opportunities.

STRATEGY

SBCUSD is communicating program information in phases to leverage and strengthen existing relationships and build new ones

- Phase I— target existing district business and education partners
- Phase II—expand out to other local businesses citywide
- Phase III— embrace local businesses countywide

OPPORTUNITIES

SBCUSD is collaborating with existing industry associations, chambers, public agencies, to provide

- Information about contracting opportunities
- Training and dialogue to eliminate program barriers
- Network of industry partners for teaming opportunities



Program Qualifications

BUILDING SCHOOLS

SBCUSD Business Partnerships

To become a program partner, a local business must submit:



Proof of Locality (any one or more):

- Local business license
- Local business address
- Local residence



Program Registration Form

BUILDING EDUCATION

SBCUSD Education Partnerships

To be designated "ED Friendly," a local business must either:



Volunteer to SBCUSD education programs (any one or more) :

- Time
- Talent
- Treasure



Partner or subcontract with a local business that is designated "ED Friendly"



Program Incentives

LOCAL BUSINESS NETWORKING

Industry, Association, Chamber Events

Build opportunities by networking with Construction Managers, Prime and General Contractors, and SBCUSD Facilities Management at events hosted with local chambers of commerce and industry associations. Meet and team with other local businesses for SBCUSD Facilities Contracts.

LOCAL BUSINESS TRAINING

Workshops, Brown Bags, Presentations

Take advantage of our educational partnerships with businesses, economic consortiums, redevelopment agencies, small and minority development centers to learn how to obtain insurance, qualify for industry certifications, and expedite contract pay applications.

LOCAL BUSINESS RECOGNITION

"ED Friendly" Business Designation

Be recognized for your support of SBCUSD students and education programs. Our unique "ED Friendly" logo on district vendor lists, contractor and subcontractor directories accessed by district purchasing, local contractors and professional services differentiates your business from the rest.



**BUILDING SCHOOLS.
BUILDING EDUCATION.
BUILDING OPPORTUNITIES.**

SBCUSD LOCAL BUSINESS OUTREACH PROGRAM



SBCUSD LBOP REGISTRATION

Company Information

Contact Information

Company Name and Address	Name	Title/Position
	Cell phone - -	
	Office phone - -	Fax - -
Corporate Address (if different than local)	E-mail	
	Web Address	

Ownership Type
(check type)

Employee Count

Gross Receipts

Small Business Certification
(check type)

<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other:(describe)		YR/\$	<input type="checkbox"/> SB <input type="checkbox"/> DVBE <input type="checkbox"/> other: <input type="checkbox"/> none Name on Certification: _____ Certifying Agency: _____
---	--	-------	---

Business Goods and/or Services (CSI)
(Check all that apply and circle or note specialty)

<input type="checkbox"/> General Contracting (00)	<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Electrical (16)	<input type="checkbox"/> Planning
<input type="checkbox"/> General Requirement (01)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Utilities	<input type="checkbox"/> Architect/Engineer
<input type="checkbox"/> Site work (02) Demo/remed	<input type="checkbox"/> Specialties (10)	<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Construction Mgmt
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Landscape/Irrigation	<input type="checkbox"/> CADD/Drafting
<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Furniture (12)	<input type="checkbox"/> Security	<input type="checkbox"/> Admin/office Graphic Design
<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Spec Constr (13)	<input type="checkbox"/> Portable/mod facilities (lease/purchase)	<input type="checkbox"/> Accounting AP,AR, HR, Payroll
<input type="checkbox"/> Woods and plastics (06)	<input type="checkbox"/> Conveying systems (14)	<input type="checkbox"/> Real Estate/Appraisal/CEQA	<input type="checkbox"/> DSA, CEQA, CDE Specialty:
<input type="checkbox"/> Thermal and moisture (07)	<input type="checkbox"/> Mechanical (15)	<input type="checkbox"/> Inspection DSA certified: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IP	<input type="checkbox"/> OTHER:(specify)

Local Business Program Qualifications

To qualify as a local business complete #1 and #2
To be designated as an "ED Friendly" local business also complete #3

1a. All above Registration information filled out yes

b. Deliver program information via: USPS E-mail

2. Local Business (located within San Bernardino County) (check all that apply)(attach copy of documentation)
 local business license local business address local residence
 City of San Bernardino County of San Bernardino/City: Other:

3. "ED Friendly" Designation (you must check at least one)	Contact name/tel	School/Co.
<input type="checkbox"/> As a local business, contribute time, talent and/or treasure in support of SBCUSD education programs (attach copy of documentation)		
<input type="checkbox"/> Partner/Subcontract with other local businesses who are Ed Friendly (attach copy of documentation)		

MAIL OR FAX TO: SBCUSD Facilities Management – LOCAL BUSINESS OUTREACH PROGRAM
1257 Northpark Blvd, San Bernardino, CA 92407
Tel (909) 881-8008 x 1308264 Fax (909) 495-1775