



**RFP 23-24-02  
REQUEST FOR PROPOSALS  
for  
Teacher Furniture**

**Submittal Due on or Before:**  
July 28, 2023 at 12:00pm

**Deliver To:**  
**Oro Grande School District**  
19900 National Trails Hwy  
Oro Grande, CA 92368  
Attention: Purchasing Department

**For Additional Information Contact:**  
**April Lara | Director of Purchasing**  
[bids@orogrande.org](mailto:bids@orogrande.org)

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## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **12:00 PM on July 28, 2023**, sealed bids for the purchase of:

### **Teacher Furniture**

### **Bid No. 23-24-02**

Oro Grande School District ("District") is requesting proposals from qualified providers for New Teacher Desks, Shelving and Removal of Existing Desks and Shelving. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to [bids@orogrande.org](mailto:bids@orogrande.org). All proposals must be clearly marked with bid number and title.

It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Request for Proposals. Proposals received later than the designated time and specified will be returned to the bidder unopened. Facsimile submittals of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: [https://www.orogrande.net/departments/business\\_services/purchasing](https://www.orogrande.net/departments/business_services/purchasing) or by contacting April Lara in our Purchasing Department via email to [bids@orogrande.org](mailto:bids@orogrande.org). Please note the Bid No in your email.

### **TIMELINE**

Initial RFP Posting & Official Notice on 07/14/2023

**RFP Questions Due from Proposers at 10:00am on 07/20/2023**

Districts Response to Questions by 11:00 am on 7/24/2023

**RFP Responses Due/Public Bid Opening 12:00 pm on 07/28/2023**

Board Approval on 8/9/2023

Notification of Selected Vendor on or before 3:00pm on 8/10/2023

*\* Subject to change at District discretion*

## **PURPOSE**

Oro Grande School District is seeking proposals from qualified providers to provide new Teacher Desks and Shelving and Removal of existing Desks and Shelving for Oro Grande School District - Riverside Preparatory Sites.

## **BACKGROUND**

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

## **INSTRUCTIONS TO BIDDERS**

1. **Format of Proposals:** The Oro Grande School District ("DISTRICT") invites Proposals to be submitted at the time and place stated in the Notice to Bidders. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
  - 1.1. Cover letter – Proposer must include a letter of introduction.
  - 1.2. Title Page
  - 1.3. Table of Contents
  - 1.4. Profile of Firm – The following information should be included:
    - 1.4.1. Key Personnel
      - 1.4.1.1. Sales: Contact Representative, Phone Number, Email Address, Mailing Address
      - 1.4.1.2. Billing/Accounting: Contact Representative, Phone Number, Email Address, Mailing Address
    - 1.4.2. Location of the office from which the work will be provided and the staff allocation at that office.
  - 1.5. Identify Project team including, but not limited to:
    - 1.5.1. Name and Title
    - 1.5.2. Contact Information
    - 1.5.3. Size of Project Team
    - 1.5.4. Project Organization Chart.
  - 1.6. Commitment that key personnel will be available throughout contract and will not be removed without notification to the District
  - 1.7. Proposer's approach to accomplish the Scope of Work Requirements.
    - 1.7.1. Description of proposer's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
    - 1.7.2. Provide a work plan or description of how the work will be performed by the vendor. (e.g. – Ordering, Delivery, Removal)
    - 1.7.3. Indicate whether your firm will be subcontracting a portion(s) of the work. If so, indicate the name of the subVendor, the portion of the work to be subcontracted, and their State of CA Vendor's License Number (if applicable).
    - 1.7.4. Describe your firm's approach to resolving problems that may be encountered.
  - 1.8. Summary of Contracted Services
    - 1.8.1. Proposer must list all services, equipment, and facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.
  - 1.9. Any other information required by this RFP or its addenda which may not be listed above.
  - 1.10. Bid Form – Proposers shall submit proposed pricing on the attached Bid Form in accordance with the instructions in #3 of the Instructions to Bidders.
2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firms' proposal may be deemed non responsive.
3. **Preparation of BID Form:** Bids ("Bid" or "Bids") shall be submitted on the attached bid form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid. Bidders can Bid on individual line items or the Bid as a whole by selecting the box next to the line item on the Bid Form.
4. **Questions:** In order for Bidder to receive answers to questions or addenda, DISTRICT must receive the

information by **10:00 a.m. July 20, 2023**. If Bidder does not receive confirmation from DISTRICT that its information has been received, Bidder must contact DISTRICT to ensure DISTRICT received the information.

- 4.1. All questions raised by Bidders will be answered with an Addendum to the bid, each Addendum will be posted on the District website.
5. Form and Delivery of Bids: The Bid shall be made on the bid form provided, and the complete Bid together with any and all additional materials as required by the Contract Documents, as defined in the Agreement, shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Bidders for the opening of bids. The envelope shall be plainly marked with Bidder's name, address, the bid #, title, and the date and time for opening of bids or via email to [bids@orogrande.org](mailto:bids@orogrande.org) clearly marked with the bid #, title, and the date and time for opening of bids. Emailed documents must be sent as a clear PDF or Word document. Additionally Bids can be submitted through DemandStar  
<https://www.demandstar.com/app/agencies/california/oro-grande-school-district/procurement-opportunities/79ebb575-f9d6-48ca-bb8c-572c197bcd3/>
  - 5.1. It is the Bidder's sole responsibility to ensure that its Bid has been received in the Purchasing Department prior to the scheduled closing time for receipt of bids.
  - 5.2. In accordance with Government Code section 53068, any Bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice to Bidders for the opening of bids, the sealed Bids will be opened and read out loud.
6. Signature: Any signature required on the Contract Documents must be signed in the name of Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.
7. Modifications: Bidder shall not modify the Bid Form. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form, Contract, or other District-provided documents. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the Bid as not being responsive to the invitation to bid. No oral or telephonic modification of any Bid submitted will be considered.
8. Erasures, Inconsistent or Illegible Bids: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event DISTRICT determines that any Bid is unintelligible, inconsistent or

- ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to bid.
9. Examination of Contract Documents: At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid; determine the character, quality, and quantity of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions to Bidders. Bidders shall not at any time after submission of the Bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials and/or supplies to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
  10. Award of Contract: DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bid or in the bidding. If two identical low Bids are received from responsible Bidders, DISTRICT will determine which Bid will be accepted pursuant to Public Contract Code section 20117. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
  11. Competency of Bidders: In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of Bidder for the performance of the work or the supply of equipment and/or supplies covered by the Bid. By submitting a Bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the work or the supply of equipment and/or supplies. To this end, each Bid shall be supported by a completed and pre-approved pre-qualification packet. Packets shall be completed online and will be accepted up until **7/28/2023 at 12:00pm**. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidder to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment and/or supplies requires a license, no Bid will be accepted from a Bidder who is not licensed in accordance with applicable State law.
  12. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Bidder shall secure the payment of compensation to all employees. Bidder shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
  13. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Bidder agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
  14. Hold Harmless: Bidder shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- 14.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Bidder or any person, firm or corporation employed by Bidder upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Vendors who are directly employed by DISTRICT.
- 14.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Bidder, either directly or by independent contract, and not by the active negligence of DISTRICT.
- 14.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
- 14.4. Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
15. Excise Taxes.
  - 15.1. Bidder will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents.
  - 15.2. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.
16. Sales Tax: Bidder shall include San Bernardino County, California sales tax in its Bid (7.75%) as outlined on the Bid Form.
17. Delivery Charges: Bids must be priced F.O.B. destination unless the Contract Documents invite quotations for delivery and freight to be set apart or as separate cost items.
18. Status of Bidder: Bidder is, and shall at all times be deemed to be, an independent Vendor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Bidder to determine compliance with the terms of the Agreement.
19. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this section.
20. District's Right to Terminate Contract:
  - 20.1. Termination for Cause: If Bidder refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Bidder should be adjudged bankrupt, or if Bidder should make a general assignment for the benefit

of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Bidder persistently disregards laws, ordinances or instructions of DISTRICT, or if Bidder should otherwise be guilty of a substantial violation of any provision of the Agreement, then Bidder shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.

- 20.1.1. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Bidder, and surety shall have the right to take over and perform the Agreement, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Bidder. Bidder and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to Bidder as may be on the site of the work and necessary therefor.

- 20.1.1.1. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to DISTRICT.

- 20.2. Termination for Convenience: DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Bidder shall:

- 20.2.1. Cease operations as directed by DISTRICT in the notice;
  - 20.2.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
  - 20.2.3. Not terminate any insurance provisions required by the Contract Documents.
  - 20.2.4. In case of such termination for DISTRICT's convenience, Bidder shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
  - 20.2.5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

- 21. Substitution for Specified Items: Whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal," and Bidder may, under the provisions of Public Contract Code section 3400, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process or

article offered by Bidder is not, in the opinion of DISTRICT, substantially equal or better in every respect to that specified, then Bidder shall furnish the material, process, or article specified.

- 21.1. With respect to major equipment or material items listed in the bid, unless Bidder clearly indicates in its Bid that it is proposing to use an "equal" product, its Bid shall be considered as offering a product referred to by the brand name specified for the equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the Bid Proposal. The awarding of the Contract to a Bidder who has indicated in its Bid that it is proposing to use an "equal" product shall not constitute an admission by DISTRICT of the equality of that product. It is expressly understood and agreed by Bidder that, in so awarding the Contract, DISTRICT reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by Bidder that in the event DISTRICT rejects a proposed "equal" product, Bidder will then supply either a product designated by brand name in the specifications or a substitute therefore which meets with the approval of DISTRICT.
- 21.2. With respect to all proposed substitutions of "equal" products, both items of equipment and that of any materials, process, or article specified in the Contract Documents, no substitutions shall be made until approved, in writing, by DISTRICT. The burden of proof as to equality of major equipment or any material, process, or article shall rest with Bidder. Bidder shall submit with its Bid any request for substitution, together with complete manufacturer's catalogs, brochures, drawings, samples, certified copies of test reports and other substantiating data for substitution of an "or equal" item. In this regard, Bidder should note that DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The provisions included in this section authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of the Agreement. Unless extended by mutual agreement of the parties, DISTRICT shall notify the Bidder of its decision concerning the proposed substitution of "equal" items within five (5) days after the Contract has been awarded. Such a decision shall be final and conclusive.
- 21.3. The time limitations contained in this section shall be complied with strictly. Should Bidder fail to request the substitution of an alternative item at the times and in the manner set forth herein, the Bid submitted by Bidder shall be considered as offering the product(s) referred to by the brand name(s) specified for the equipment or material, process or article listed in the Contract Documents.
- 21.4. In the event that Bidder furnishes equipment, supplies or materials more expensive than that specified, the difference in cost of such equipment, supplies or materials so furnished shall be borne by the Bidder.
- 21.5. By making requests for substitutions, Bidder:
  - 21.5.1. represents that Bidder has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - 21.5.2. represents that Bidder will provide the same warranty for the substitution that Bidder would for that specified;
  - 21.5.3. certifies that the cost data presented is complete and includes all related costs under the Agreement except DISTRICT's costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
  - 21.5.4. will coordinate the installation of the accepted substitute, making such changes as may be required for completing performance under the Agreement in all respects.
22. Delivery of Equipment and/or Supplies: All work required by the Contract Documents must be completed within the time limits set forth in the Notice Inviting Bids. Should Bidder fail to complete all such work in a timely manner, Bidder shall be deemed to be in default and DISTRICT may avail itself of any or all legal or equitable remedies.
23. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Bidders will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free

- workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
24. Patents, Royalties, and Indemnities: Bidder shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
25. Protection of Persons and Property: Bidder has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Bidder shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Bidder's employees while on DISTRICT property. Bidder understands and agrees that should any employee of Bidder violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Bidder shall remove the individual from the Project for the duration of the Agreement. Bidders shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.
- 25.1. Bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
- 25.2. Bidder shall provide evidence of insurance with the following minimum limit of liability:
- 25.2.1. Commercial General Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than \$4,000,000).
- 25.2.2. Property Damage Insurance in an amount not less than \$1,000,000.
- 25.2.3. Automobile and Truck Insurance in an amount not less than \$1,000,000 per person, per accident.
- 25.2.4. Workers' Compensation with statutory limits and Employer's Liability Insurance with limits of liability of not less than \$1,000,000 for bodily injury by accident; \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 for bodily injury by disease.
- 25.2.5. Bidder shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. The Insurance Certificate/Additional Insured section shall be project specific. Bidder shall not commence performance of the Contract without such proof of insurance. Bidder shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the submission of the Bid or shall be deemed non responsive.
26. Bidder Claims: If Bidder shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Bidder shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Bidder shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
27. Non-Conforming Equipment and Supplies: Bidder shall promptly remove from the premises all equipment or supplies delivered by Bidder and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Bidder shall promptly replace the non- conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.

- 27.1. If Bidder does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Bidder's expense. If Bidder does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Bidder.
28. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:
- 28.1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Vendor offers and agrees to assign to the awarding body [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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Vendor, without further acknowledgment by the parties.
- 28.2. Bidder agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Bidder may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Bidder.
29. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
- 29.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- 29.2. If notice is given to Bidder, by personal delivery thereof to said Bidder or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Bidder at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
- 29.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
30. No Assignment: Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject

- to withholding of payments as determined by DISTRICT in accordance with the Contract.
31. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
32. Bid Protest. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
- 32.1. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. A Bidder may not rely on the bid protest submitted by another Bidder.
- 32.2. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- 32.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
- 32.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Vendor's license number on the Designated SubVendors List shall not be grounds for filing a bid protest or grounds for considering the bid non responsive if the correct Vendor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subVendor.
- 32.3.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered sub Vendor shall not be grounds for filing a bid protest or grounds for considering the bid non responsive provided that any of the following apply:
- 32.3.2.1. The sub Vendor is registered prior to the bid opening.
- 32.3.2.2. The sub Vendor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- 32.3.2.3. The sub Vendor is replaced by another registered sub Vendor pursuant to Public Contract Code section 4107.
- 32.3.3. The protest must include the name, address and telephone number of the person representing the protesting party.
- 32.3.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 32.3.5. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## **REQUIRED BID FORMS**

The following forms must be completed and submitted with the bid. Failure to provide all documents enumerated below may result in the bidder's bid being deemed non-responsive.

- ☐ Bid Form
- ☐ Designation of Subcontractor
- ☐ Substitution Request Form
- ☐ Bid Bond
- ☐ Non-Collusion Affidavit

**BID FORM**

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM: \_\_\_\_\_  
Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No: 23-24-02 Teacher Furniture**, all in strict conformity with the Contract Documents.

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

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

1. **PRICE:**

☐ **LINE ITEM 1: Teacher Desks**

Cost Per Desk: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (\$\_\_\_\_\_).

*Said sums include all applicable taxes and costs.*

☐ **LINE ITEM 2: Teacher Shelving**

Cost Per Shelving Unit: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (\$\_\_\_\_\_).

*Said sums include all applicable taxes and costs.*

☐ **LINE ITEM 3: Removal and Disposal of Existing Desks and Shelving**

Cost Per Item: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (\$\_\_\_\_\_).

Or

Lump Sum Cost: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (\$\_\_\_\_\_).

*Said sums include all applicable taxes and costs.*

3. In submitting this Bid, the Bidder acknowledges that the Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or

provision of the Instructions to Bidders and agrees to strictly abide by their meaning and intent.

4. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
5. The required Information Required of Bidder is hereto attached.
6. The required Non-collusion Affidavit is hereto attached.
7. The required Substitution Request Form is hereto attached.
8. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.
9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

- 
- 
10. The name of all persons interested in the foregoing proposal as principals are as follows:
- 
- 

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

11. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.
12. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_ and \_\_\_\_\_ whose

title is \_\_\_\_\_ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Bidders for additional information.

13. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
14. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
15. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

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

\_\_\_\_\_  
Proper Name of Company

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

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

**All signatures must be made in permanent blue ink.**

## **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ as Principal ("Principal"), and \_\_\_\_\_ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California are held and firmly bound unto the Oro Grande School District ("District") of \_\_\_\_\_ County, State of California as Obligee, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United State of America, for the payment of which sum well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if the Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **DESIGNATED SUBCONTRACTORS LIST**

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. All listed first-tier subcontractors must be prequalified.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors and indicate the License Classification that the subcontractor will perform their scope of work under.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. Bidder must provide the Bid Amount (\$) for all listed subcontractors.
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid Amount: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid Amount: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid Amount: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is

complete, true, and correct.

Date:

---

Proper Name of Contractor:

---

Signature:

---

Print Name:

---

Title:

---

### **SUBSTITUTION REQUEST FORM**

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

Specified Item	Requested Substituted Items	Agree to Provide Specific Item in the Event Request is Denied <sup>1</sup> (Circle One)		District Decision (Circle One)	
1. _____	_____	Yes	No	Grant	Deny
2. _____	_____	Yes	No	Grant	Deny
3. _____	_____	Yes	No	Grant	Deny
4. _____	_____	Yes	No	Grant	Deny
5. _____	_____	Yes	No	Grant	Deny
6. _____	_____	Yes	No	Grant	Deny
7. _____	_____	Yes	No	Grant	Deny
8. _____	_____	Yes	No	Grant	Deny

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s).

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the DISTRICT; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the delivery schedule.

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

\_\_\_\_\_  
\_\_\_\_\_  
This Request Form must be signed and submitted at the time of bid opening. Bidder must indicate "N/A" if the bidder is not requesting a substitution.

### **NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title]

of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

## **REQUIRED CONTRACT FORMS**

- ☐ Signed Agreement
- ☐ W-9 Form
- ☐ Insurance Certificates and Endorsements
- ☐ Contractor's Certificate Regarding Workers' Compensation
- ☐ Criminal Records Check Certification
- ☐ Drug-Free Workplace Certifications
- ☐ Tobacco-Free Workplace Certification
- ☐ Lead-Containing Materials Notice and Certification
- ☐ Non-Asbestos-Containing Materials Certification
- ☐ Product Safety Certification
- ☐ Technical Specifications
- ☐ Plans and Drawings
- ☐ Approved and fully executed change orders
- ☐ Payment Bond
- ☐ Performance Bond

**\*\*\*This Contract is included for Review Only\*\*\***  
**ORO GRANDE SCHOOL DISTRICT**

SERVICE AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "District" and \_\_\_\_\_ hereinafter called VENDOR.

WITNESSETH that the District and the Vendor for the considerations stated herein agree as follows:

**Project:**

Teacher Furniture and/or Removal of Existing

**Locations:**

19900 National Trails Highway, Oro Grande, CA 92368 ( Riverside Preparatory Middle School & High School)  
19175 Third Street, Oro Grande, CA 92368 (Riverside Preparatory Elementary)

**SCOPE OF SERVICES:** VENDOR is fully licensed to provide such services in conformity with the Laws of the State of California; and VENDOR shall provide to the DISTRICT the services set forth in Request for Proposals No. 23-24-02 which is attached hereto and incorporated herein by reference as Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in Exhibit "A".

**DURATION OF AGREEMENT:** The term of this agreement shall be from \_\_\_\_/\_\_\_\_/\_\_\_\_ through the completion of project or \_\_\_\_/\_\_\_\_/\_\_\_\_, whichever occurs first.

**CONTRACT PRICE:** The District shall pay to the Vendor the sum (Not to Exceed) of xxxxxxxxx Dollars and xx Cents (\$0000) for the faithful performance of the Vendor. Payments shall be processed upon submission of the respective invoices. All Vendor invoices shall be paid upon approval by District Designee. Invoices shall be submitted directly to Accounts Payable Department and can be sent via email [Accounts\\_Payable@orogrande.org](mailto:Accounts_Payable@orogrande.org) or Mailed to:

Oro Grande School District  
Attn: Accounts Payable  
PO Box 386  
Oro Grande, CA 92368

**PROVISIONS REQUIRED BY LAW:**

- A. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. If Vendor is an individual, he or she shall certify whether or not Vendor is a retired member of the State Teachers Retirement System of the State of California.

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

- Signed Agreement
- W-9 Form
- Insurance Certificates and Endorsements
- Contractor's Certificate Regarding Workers' Compensation
- Criminal Records Check Certification
- Drug-Free Workplace Certifications
- Tobacco-Free Workplace Certification
- Lead-Containing Materials Notice and Certification
- Non-Asbestos-Containing Materials Certification
- Product Safety Certification
- Technical Specifications
- Plans and Drawings
- Approved and fully executed change orders
- Payment Bond
- Performance Bond
- Megan's Law (Sex Offenders) I have verified and will continue to verify that the employees of the Vendor having contact with School students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
- Covid-19 Certification:
  - ☐ Vendor and/or Vendor Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
  - ☒ Vendor and/or Vendor Parties shall or may perform services on a District school site when District students are present during the term of this Agreement and, at no cost to District The Vendor and/or Vendor Parties shall comply with the current COVID-19 certification requirements and safety standards in accordance with the Centers for Disease Control and Prevention (CDC) and local/county/state guidelines. Vendor further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.
- Tuberculosis Certification: The Vendor and/or Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of California Education Code Section [49406](#). Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:
  - ☒ Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
  - ☐ The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of California Education Code Section 49406:

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Vendor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by the Vendor and shall be available to the District upon request or audit. Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

- Conflict of Interest Certification. By signing below the Vendor and/or Vendor Parties hereby represents

and warrants to the District they have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Vendor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code. Vendor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Vendor and shall be available to the District upon request or audit.

**INSURANCE:** Vendor shall maintain the following insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its insurance coverage. Oro Grande School District and California Schools Risk Management are to be named as additional insured by endorsement to the General Liability policy, with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. The District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Vendor under this Agreement. The insurance shall protect the Vendor from the claims set forth below that may arise out of or result from the Vendor's performance of services or failure to perform services under this Agreement:

- General Liability (Additional Insured)
  - Personal Injury: Property Damage:
  - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- Automobile Liability
  - Bodily Injury: Property Damage:
  - \$1,000,000 minimum Each Person/Occurrence
- Workman's Compensation (Waiver of Subrogation Required)
  - \$1,000,000 minimum per accident for bodily injury or disease
- Primary Coverage. For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it
- Additional Insured. When requested we required that both Oro Grande School District and California Schools Risk Management be named as "Additional Insured" in Certificate of Insurance.
- Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**PREVAILING WAGES:** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates be made available at the Purchasing Department or may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site.

**INDEPENDENT CONTRACTOR:** Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and Vendor. Vendor shall provide all services under this agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other.

If Vendor is a regular employee of a public entity, all said services which Vendor renders under this agreement will be performed at times other than Vendor's regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

**ASSIGNMENT OF AGREEMENT:** The CONTRACTOR shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the CONTRACTOR by another party.

**CANCELLATION:** The District reserves the right to cancel the agreement without cause and subject to a thirty-day (30 day) written notice.

**HOLD HARMLESS AGREEMENT:** Vendor shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of

- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Vendor or any person, firm or corporation employed by Vendor upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Vendor, or any person, firm, or corporation employed by Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Vendor, either directly or by independent contract, and not by the active negligence of DISTRICT.
- c. Any dispute between Vendor and its subContractors/ suppliers.
- d. Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**WAIVER:** No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in Jaw or equity.

**ATTORNEY FEES:** If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

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

Oro Grande School District \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

William Flynn

\_\_\_\_\_  
Print Name

TITLE: Assistant Superintendent of Business Services

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LIC: \_\_\_\_\_

DIR: \_\_\_\_\_

## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

If Vendor is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Bidders for additional information.

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Bidders.

**SIGNATURES FOLLOW ON NEXT PAGE**

**WORKERS' COMPENSATION CERTIFICATION**

\_\_\_\_\_  
By: (Proper Name of Vendor)  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
By: (Title of Signor)  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

## **CRIMINAL RECORDS CHECK CERTIFICATION**

(Vendor Fingerprinting Requirements)

### CONTRACTOR CERTIFICATION

\_\_\_\_\_ ("Vendor") certifies that it has performed one of the following:

**(Mark the corresponding box next to the option you have selected)**

☐ Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the ABC School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

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

OR

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

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

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

\_\_\_\_\_  
Vendor's Representative Signature

\_\_\_\_\_  
Date

### SUBCONTRACTOR'S CERTIFICATION

\_\_\_\_\_, a subcontractor or consultant to the Vendor for purposes of that Contract ("Subcontractor") certifies that it has performed one of the following:

**(Mark the corresponding box next to the option you have selected)**

☐ Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the ABC School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively. As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

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

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

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

\_\_\_\_\_  
Subcontractor's Representative Signature

\_\_\_\_\_  
Date

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Bidders.

\_\_\_\_\_ (Vendor)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

### **TOBACCO-FREE WORKPLACE CERTIFICATION**

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- a. The undersigned is a duly-authorized representative of the Vendor and, in that capacity, has executed this certification on behalf of the Vendor.
- b. The Vendor shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Hesperia Unified School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Vendor shall require each person (including, without limitation, any employee of the Vendor or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Vendor shall not thereafter permit such person to be present in, on or at the Project Site.

\_\_\_\_\_ (Vendor)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **LEAD-CONTAINING MATERIALS NOTICE AND CERTIFICATION**

### **NOTICE TO CONTRACTOR:**

If the Work involves or relates to other than entirely new construction, the Work may disturb lead containing or lead-based paint and other building materials that may be incorporated into existing buildings or other improvements located on the Project Site. Until sampling and testing confirms otherwise, it shall be presumed that all school buildings and improvements built in 1992 or earlier contain lead-based or lead-containing paint. The Vendor must complete, sign and submit a copy of this Lead-Containing Materials Notice and Certification to the District prior to commencing the Work.

The Vendor shall be responsible for ensuring that its employees and subcontractors fully and adequately comply with, and that the Work is performed in conformance with, all applicable laws, ordinances, rules and regulations governing lead-based or lead-containing paint and other materials, including, but not limited to: (i) Education Code Section 32240 et. seq.; (ii) Title 8, California Code of Regulations, Section 1532.1; and (iii) Title 17, California Code of Regulations, Section 35001 et. seq.

If the Work involves renovation, modernization or other disturbance of any existing school buildings or improvements, the Vendor shall sample and test all materials as appropriate to determine whether lead based paint or other materials are present and may present a hazard or threat during any such renovation or modernization. The Vendor shall provide the District with the results of any and all such testing, whether conducted prior to commencement of the Work, during the Work, or after completion of the Work.

Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. Consistent with applicable law, when a lead-based hazard is identified, the Vendor shall utilize personnel certified by the Department of Health Services ("DHS") to perform lead related services. The District may at any time request that the Vendor provide the training and certification records of each employee of the Vendor or subcontractor who provides lead-related services. The Vendor shall be solely responsible for proper disposal, in conformance with all applicable laws, of any and all lead-containing, lead-based or hazardous waste products including, but not limited to, paint chips, residue, and any other material that may be exposed or disturbed during the course of the Work.

California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solder, and other materials that may constitute a potential source of lead contamination.

In the event the Vendor or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Lead-Containing Materials Notice and Certification, the Vendor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the District, pursuant to the indemnification provisions of the Contract for the Work, with respect to any and all claims, demands, actions, damages, costs, expenses and other liabilities arising.

### **CERTIFICATION BY CONTRACTOR:**

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

1. The undersigned is a duly-authorized representative of the Vendor and, in that capacity, has executed this certification on behalf of the Vendor;

2. The Vendor is aware and acknowledges that, in circumstances described in this Lead-Containing Materials Notice and Certification, lead-based paint and/or other lead-containing materials may be located on the Project Site;
3. The Vendor understands its obligation to comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials; and
4. In connection with the performance of the Work, the Vendor shall comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials, as well as the other requirements of this Lead-Containing Materials Notice and Certification.

\_\_\_\_\_ (Vendor)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

### **NON-ASBESTOS-CONTAINING MATERIALS CERTIFICATION**

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

1. The undersigned is a duly-authorized representative of the Vendor and, in that capacity, has executed this certification on behalf of the Vendor.
2. The Vendor is aware and acknowledges that, for purposes of this certification:
  - a. Asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and
  - b. An asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.
3. The Vendor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.
4. The Vendor has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks and liabilities involved in the use of asbestos and asbestos-containing materials.
5. The Vendor acknowledges and agrees that:
  - a. Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy;
  - b. The costs of any such tests shall be paid by the Vendor if the material is found to contain asbestos at a level greater than as specified herein; and
  - c. The District shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the Vendor, at no cost to the District, must remove, replace and/or repair as necessary any and all affected portions of the Work.

\_\_\_\_\_ (Vendor)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PRODUCT SAFETY CERTIFICATION**

**PFAS Chemicals in Juvenile Products**

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that they have reviewed and are in full compliance with the following :

Pursuant to [Assembly Bill No. 652](#). As of July 1, 2023 all persons, including manufacturers, are prohibited from selling or distributing in commerce in this state any new, not previously owned, juvenile product, as defined, that contains regulated perfluoroalkyl and polyfluoroalkyl substances (PFAS), as defined. The bill requires a manufacturer to use the least toxic alternative when replacing PFAS chemicals in a juvenile product.

\_\_\_\_\_ (Vendor)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the ORO GRANDE SCHOOL DISTRICT has awarded to \_\_\_\_\_, designated as the "Contractor", a contract for the work described as follows:

WHEREAS, said Contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said Contract;

NOW THEREFORE, we, the undersigned contractor and \_\_\_\_\_ as Surety are held and firmly bound unto the **Oro Grande School District** in the sum of \_\_\_\_\_ **Dollars (\$** \_\_\_\_\_), for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that if the Contractors, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the person named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such person or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name  
Title: \_\_\_\_\_

(Attach Attorney in Fact Certificate)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name  
Title: \_\_\_\_\_

## PERFORMANCE BOND

WHEREAS, the Oro Grande School District by board action on \_\_\_\_\_ 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, \_\_\_\_\_ of \_\_\_\_\_ City of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and, \_\_\_\_\_ a corporation organized and existing under the laws of the State of California, as Surety, as indebted to **Oro Grande School District** in the sum of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep an perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

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

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

IN WITNESS WHEREOF< this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ **day of** \_\_\_\_\_ **20**\_\_\_\_\_.

\_\_\_\_\_  
**Principal**

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

(Attach Attorney in Fact Certificate)

\_\_\_\_\_  
**Surety**

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

## PROVISIONS OF THE CONTRACT

### GENERAL PROVISIONS

#### 1. **CHANGES IN THE WORK.**

- 1.1. **District Instructions.** In giving instructions related to performance of the Work, the Vendor shall comply with instructions of the District Representative related to minor changes in the Work not involving extra cost and not inconsistent with the purpose of the Work, and there shall be no additional compensation to the Vendor therefore.
- 1.2. **District Authority.** For purposes of the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Work or the Project, or any other matter materially affecting the performance or nature of the Work or the Project shall be referred to as a "Change in the Work". The District shall have the right to require a Change in the Work, without thereby invalidating the Contract.
- 1.3. **Change Orders.** Any request for a Change in the Work that involves an adjustment of the Contract Amount or a modification of the time for performance of the Work or portion thereof shall be set forth in a written order for the Change in the Work (each a "Change Order"). Each Party shall propose Change Orders for Changes in the Work that it requests. Any and all modifications of the time for performance of the Work attributable to a Change in the Work must be set forth in the associated Change Order and not left for later determination. No Change Order shall become effective, and the District shall have no liability related thereto for payment or otherwise, unless and until approved and signed by the District and the Vendor. Except as expressly provided in the Change Order, all work pursuant to a Change Order shall be performed in accordance with the terms and conditions of the Contract. In the event of an emergency endangering life or property, notwithstanding the foregoing, the Vendor May rely on the District's oral requests for additional work, which if affecting the Contract Amount and/or time for performance of the Work will be adjusted accordingly by the District.
- 1.4. **Change Orders Specify Full and Final Compensation.** Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of time and overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether such impacts relate to scheduling, productivity or other matters. By signing a Change Order, the Vendor shall be deemed and construed to have waived any and all claims and rights to any adjustments to the Contract Amount and/or time for performance of the Work other than as are set forth in the Change Order, and the Vendor May not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other effect on the Work and/or additional costs attributable to the change(s) required pursuant to the Change Order.

#### 2. **LAWS AND OTHER REQUIREMENTS.**

- 2.1. **Liability for Non-Compliance with Laws.** The Vendor at all times during the execution of the Work shall be and shall remain fully informed of all local, State and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in any way affect the performance of the Work. In addition, the Vendor at all times during the execution of the Work shall be and shall remain fully informed of all rules, regulations, orders and other requirements of any public or private entity with jurisdiction over the Work. In performing the Work, the Vendor shall comply with, and give notices required pursuant to, all laws, ordinances, rules,

regulations and other requirements applicable to the Work as drawn and specified. The Vendor shall be liable for any violation of a law, ordinance, rule, regulation or other requirement in connection with performance of the Work.

- 2.2. **Compliance with Labor Code Requirements.** The Project is a “public works project” as defined in Section 1720 of the California Labor Code (“Labor Code”) and, therefore, Part 7, Chapter 1, of the Labor Code is applicable to the Project. The Vendor must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 et. seq., and 1770 et. seq., and Title 8 of the California Code of Regulations, Section 16000 et. seq. (collectively, “Labor Laws”) which require the payment of prevailing wage rates and the performance of other acts in connection with public works projects. The Vendor acknowledges that, in applicable circumstances and as provided by Senate Bill (“SB”) 854 (Stats. 2014, Ch. 28), the Project is subject to compliance monitoring and enforcement by the DIR. In any event, the Vendor, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of Prevailing Wages, maintenance, inspection and submission of payroll records, notice and posting requirements, et. cetera. The Vendor must ensure that any and all subVendors working under the Vendor comply with the Labor Laws and other public works requirements. The Vendor, at no additional cost to the District, must cooperate with the DIR, and the District in connection with Labor Law compliance matters. A Vendor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the DIR pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District’s principal office and posted at the Project Site. The District will withhold payment to the Vendor necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Vendor shall be solely responsible for compliance therewith: (i) Section 1735: Anti-Discrimination Requirements; (ii) Section 1775: Penalty for Prevailing Wage Rate Violations; (iii) Section 1776: Payroll Records; (iv) Sections 1777.5, 1777 .6, and 1777.7: Apprenticeship Requirements; (v) Sections 1810 through 1812: Working Hour Restrictions; (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and (vii) Section 1815: Overtime Pay.
- 2.3. **Assignment of Anti-Trust Claims.** In accordance with Public Contract Code Section 7103.5, the Vendor, in entering into the Contract, hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action Vendor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. Such assignment shall be made and become effective at the time the District tender’s final payment to the Vendor, without further acknowledgment by the Parties.

## **SPECIFICATIONS**

### **General Scope Requirements**

Oro Grande School District is seeking proposals from qualified providers to provide new Teacher Desks and Shelving and Removal of existing Desks and Shelving for Oro Grande School District - Riverside Preparatory Sites.

**Line Item 1- Desks:** District is looking to receive proposals for a cost per item for Teacher Desks for an estimated total quantity of 118. Total count may change upon actual need assessment. This proposal shall include delivery, installation/assembly, and any other Labor.

#### **Item Overview:**

- Mahogany Laminate top
- Charcoal Finish
- Two box drawers
- Two file Drawers
- Center Supply Drawer
- Drawers shall be locking

#### **Item Specifications:**

##### **Base**

- Caster or Glide: Glide
- Glide Adjustable: Yes
- Leveling Glides: Yes

##### **Drawer**

- Pull Style: Square
- Center Drawer Option: Yes
- Document Size Accommodation: Legal, Letter
- Drawer Configuration: Box, File & Box, File
- Drawer Depth - Box: 19 in
- Drawer Depth - File: 21 in
- Drawer Extension Percentage - Box: 100%
- Drawer Extension Percentage - File: 100%
- Drawer Quantity Available: 4
- Drawer Suspension - Box: Nylon Roller
- Drawer Suspension - File: Nylon Roller
- Lock: Yes
- Locks Per Unit: 1

##### **General**

- Color: Mahogany, Charcoal
- Edgeband Color Name: Mahogany
- Laminate Name: Mahogany
- Paint Name: Charcoal
- Ability to Key Alike: Yes
- Assembly Type: Easy to Assemble (ETA)
- Overall Depth: 30 in

- Overall Height: 29.5 in
- Overall Width: 60 in
- Units per Package: 1
- Weight: 162 .lbs

#### Modesty Panel

- Modesty Panel Height: 1 in
- Modesty Panel Material: Metal
- Modesty Panel Option: Standard

#### Pedestal

- Pedestal Count: 2
- Pedestal Types: Three-Quarter

#### Top / Work Surface

- Conference Overhang: No
- Edge Detail Profile: Self-Edged
- Kneespace Height: 28 in
- Knee Space Width: 30 in
- Top / Work Surface Dimensions: 60" x 30"
- Top / Work Surface Shape: Rectangle
- Top / Work Surface Thickness: 1 in

Item Example: The below picture is for example purposes only and shall not insinuate a required or preferred brand.



**Line Item 2- Shelving:** District is looking to receive proposals for a cost per item for Teacher Shelving for an estimated total quantity of 118. Total count may change upon actual need assessment. This proposal shall include delivery, installation/assembly, and any other Labor.

#### Item Overview:

Heavy-Duty Closed Shelving

Item Specifications:

- Product Weight (Lbs): 144
- Material: Steel
- Finish: Gray Powder Coat
- Includes: 2 beaded front posts, 2 angle back posts, 1 back panel, 2 side panels & 20 shelf clips
- Number of Shelves: 5
- Depth: 18" D
- Overall Height: 87"
- Overall Width: 48"
- Shelf Weight Capacity: 450 lbs evenly distributed
- Warranty: Minimum 1-year warranty
- 

Item Example: The below picture is for example purposes only and shall not insinuate a required or preferred brand.



**Line Item 3-Removal Services:** District is looking to receive proposals for a cost per item or lump sum cost for Removal Services of existing Teacher Furniture ( Desks and Shelving). Proposal for Removal Service shall include labor.

## **EVALUATIONS**

### **1. Evaluation Team, Procedures, and Selection**

- 1.1. An evaluation team will be assembled by the Oro Grande School District. A team may be made up of District staff members affected by or who have specific knowledge of this type of procurement.
- 1.2. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- 1.3. Each Team member will review the Proposers' submittals. All Proposals shall be evaluated and ranked for determining the competitive range and to select a proposal determined to be the most advantageous to the District.
- 1.4. Proposals that do not comply with the instructions contained in these RFP documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. District reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFP and/or submitted proposal(s). District reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. District reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**
- 1.5. Submittal of a proposal shall mean that the Proposer has accepted the District Contract Documents in their entirety without exception.
- 1.6. When the individual members of the evaluation team have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The District Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- 1.7. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing that they are no longer under consideration.
- 1.8. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation process.

## 2. Proposal Evaluation Criteria and Scoring

2.1. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for determining any competitive range and to make any selection of a proposal for a potential award.

<b><u>EVALUATION CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
Price Proposal	50
Qualifications & Experience	35
Staffing and Organization	15
Completeness of response, adherence to RFP instructions	20
<b>TOTAL POSSIBLE POINTS</b>	<b>120</b>

2.2. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

**Exceptional:** Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

**Good to Superior:** Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

**Adequate:** Minimally compliant with solicitation requirements; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

**Poor to Deficient:** Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

**Unacceptable:** Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.