



TORRANCE UNIFIED SCHOOL DISTRICT

**2336 Plaza Del Amo
Torrance, CA 90501**

**Bid Number 10-04.09.19
Classroom & Office Furniture**

Mandatory Bidders Conference:	March 21, 2019	9:00 AM Sharp!
	Torrance Unified School District Purchasing Department 2336 Plaza Del Amo Torrance, CA 90501	
Bid Submittal and Opening Date:	April 9, 2019	9:00 AM Sharp!
	Torrance Unified School District 2336 Plaza Del Amo (Long Gray Building) Torrance, CA 90501	

TORRANCE UNIFIED SCHOOL DISTRICT
Bid Number - 10-04.09.19 Classroom & Office Furniture

Table of Contents

Notice to Contractors Calling for Bids..... - 4 -

Notice of Mandatory Pre-Bid Conference - 6 -

Bid Overview - 7 -

Instruction for Bidders - 8 -

1.01 Preparation and Submittal of Bid Proposal - 8 -

1.02 Bid Security - 8 -

1.03 Signatures - 8 -

1.04 Modifications..... - 9 -

1.05 Erasures; Inconsistent or Illegible Bid Proposals - 9 -

1.06 Examination of Project/Contract Documents - 9 -

1.07 Withdrawal of Bid Proposal - 9 -

1.08 Documents Required Upon Award of Contract..... - 9 -

1.09 Interpretation of Drawings, Specifications or Contract Documents - 10 -

1.10 Preference for Materials and Substitutions..... - 10 -

1.11 District’s Right to Modify Contract Documents..... - 11 -

1.12 Bidders Interested in More Than One Bid Proposal..... - 11 -

1.13 Award of Contract..... - 11 -

1.14 Subcontractors..... - 11 -

1.15 Workers’ Compensation Insurance - 12 -

1.16 Bid Security Return - 12 -

1.17 Forfeiture of Bid Security..... - 12 -

1.18 Contractor’s License..... - 12 -

1.19 Anti-Discrimination..... - 12 -

1.20 Job-Walk/Conference..... - 12 -

1.21 Drug Free Workplace Certificate - 13 -

1.22 Compliance with Immigration Reform and Control Act of 1986..... - 13 -

1.23 Notice of Intent to Award Contract - 13 -

1.24 Bid Protest..... - 13 -

1.25 Public Records..... - 14 -

1.26 Prevailing Wage Rates, Employment of Apprentices and Labor Compliance Program (if applicable) - 15 -

1.27 Pricing – Term of Contract / Multi-Year Extensions - 15 -

1.28 Disabled Veteran Business Enterprise (DVBE) - 15 -

1.29 No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders - 15 -

1.30 Technology Clause - 16 -

1.31 E-Commerce (B2B) Clause..... - 16 -

1.32 Warranty/Quality..... - 16 -

1.33 Preferential Pricing..... - 16 -

1.34 Number of Contract Documents..... - 16 -

1.35 Freight and Installation..... - 16 -

1.36 Additional Delivery Charge - 16 -

1.37 Bidder Warehouse and Showroom - 16 -

1.38 Storage Fees - 17 -

1.39 Re-delivery - 17 -

1.40 Installers - 17 -

1.44 Authorized Manufacturer Dealer - Good Financial Standing..... - 17 -

1.45 Insurance Provided By Service Provider..... - 17 -

1.46 Insurance Provided by Subcontractors - 17 -

1.47 Iran Contracting Act..... - 18 -

BID PROPOSAL FORM..... - 19 -

PIGGYBACK CLAUSE FORM..... - 23 -
BID GUARANTEE FORM..... - 25 -
BID BOND - 26 -
NON-COLLUSION STATEMENT - 29 -
CERTIFICATE REGARDING WORKERS' COMPENSATION - 30 -
ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY..... - 31 -
BIDDER REFERENCES AND RESPONSIBILITY INFORMATION - 32 -
Agreement..... - 37 -
CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS - 39 -
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS - 40 -
ATTACHMENT "A"..... - 41 -
SUBSTITUTION REQUEST FORM* - 42 -
Payment Bond..... - 44 -
Contract Performance Bond..... - 47 -
HAZARDOUS MATERIALS CERTIFICATION - 51 -
LEAD-BASED MATERIALS CERTIFICATION..... - 52 -
Iran Contracting Act Certification (Public Contract Code § 2204)..... - 55 -
INSURANCE DOCUMENTS & ENDORSEMENTS - 56 -
DISABLED VETERAN BUSINESS ENTERPRISE..... - 58 -
APPENDIX A: BID PROPOSAL FORM SUBMITTAL..... - 60 -
APPENDIX B: APPROVED LIST OF MANUFACTURERS - 61 -

Notice to Contractors Calling for Bids

District	Torrance Unified School District
Project Description	Classroom & Office Furniture
Bid Number	Bid Number 10-04.09.19
Bids Due By	April 9, 2019; 9:00 A.M. Sharp!
Submit Bids To	Torrance Unified School District, Purchasing Department 2336 Plaza Del Amo, Torrance, California 90501
Bid Documents Available	https://www.tusd.org/purchasing/bids
Mandatory Pre-Bid Conference	Torrance Unified School District Purchasing Department (Long Grey Bldg.) 2336 Plaza Del Amo, Torrance, California 90501
Pre Bid Conference Date/Time	March 21, 2019, 9:00 A.M. Sharp!

NOTICE IS HEREBY GIVEN that Torrance Unified School District, acting by and through its Board of Education, hereinafter the “District” will receive up to, but not later than the above-stated date and time, sealed Bids for the Contract for the Work generally described as: BID #10-04.09.19 – CLASSROOM & OFFICE FURNITURE.

Pre-Bid Conference. The District will conduct a ONE TIME ONLY MANDATORY PRE-BID CONFERENCE to be held at the location, date and time stated above. Failure to attend will render the Bid Proposal of such bidder to be non-responsive.

Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ONE THOUSAND DOLLARS (\$1,000.00). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above shall be considered.

No Withdrawal of Bid Proposals. The District’s Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Bid Proposals shall not be withdrawn by any Bidder for a period of Ninety (90) calendar days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

Contractor License. Awarded bidder or bidder’s installer shall possess at the time this contract is awarded a Class B and/or C61 in field D34 Contractor’s license, pursuant to Public Contract Code §3300.

Award of Contract. The bidder for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder(s) submitting the lowest responsive Bid Proposal.

Inquiries and Clarifications. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Specifications, etc., shall be submitted to the District in writing no later than March 28, 2019 at 8:00 AM. Verbal communication by either party is invalid. Inquiries shall be made in writing to: Gioconda Padilla, Director, Purchasing & Communication Services, 2336 Plaza Del Amo, Torrance, CA 90501; or via Email at: padilla.gioconda@tusd.org.

California State Allocation Board (SAB). The SAB requires that all state funded school modernization contracts awarded must meet a DVBE participation goal of not less than 3% of the contract amount, or must demonstrate a Good Faith Effort to attempt to meet the 3% participation.

Prevailing Wage Rate: If the scope of a project requires prevailing wage requirements as determined by the Director of the Department of Industrial Relations for public works projects, a separate quote will be issued by the awarded Bidder for the specific manufacturer for labor and installation; and an adjustment in pricing may occur. The Bidder must adhere to the following:

The Project must be subject to the provisions of Labor Code §1720 *et seq.* and regulations set forth in Title 8 §16000 *et seq.* of the California Code of Regulations which govern the payment of prevailing wages on public works projects. All bidders must be governed by and required to comply with these statues and regulations in connection with the Project. Pursuant to Labor Code §1771, the contractor(s) receiving award of the contract and Subcontractors of any tier shall pay not less than the prevailing wage rates to all workers employed in the execution of the Contract. Bidders shall comply with applicable statues and regulations, including but not limited to Labor Code §1771, 1775, 1777.5, 1813, and 1815.

Gioconda Padilla, Purchasing Director
TORRANCE UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
FOR: The Board of Trustees

Publication	Dates
TUSD Online:	As of March 9, 2019, through the duration of process
Daily Breeze:	March 6, 2019 and March 12, 2019

Notice of Mandatory Pre-Bid Conference

Bid Number - 10-04.09.19

BID OPENING DATE – April 9, 2019

TIME – 9:00 AM

The Torrance Unified School District has scheduled a Mandatory Pre-Bid Conference to answer any questions and explain details regarding the bidding requirements, specifications, and scope of the work for the Classroom & Office Furniture. This conference will give bidders the opportunity to investigate and fully acquaint themselves with all product and services so that they may fully understand the needs and requirements of the District.

Any Bidder interested in bidding is required to attend this conference!

Location: Torrance Unified School District
2336 Plaza Del Amo
Torrance, CA 90501

Date: March 21, 2019

Time: 9:00AM Sharp! No One Admitted After This Time!

Please note that parking at this location is limited! Plan to arrive early!

Questions may be directed to Gioconda Padilla, Director, Purchasing & Communication Services
email at: padilla.gioconda@tUSD.org

Bid Overview

It is anticipated that the Board of Trustees will award contract(s) for this bid at its regular meeting scheduled for **May 6, 2019**.

This bid seeks responses from furniture dealers with knowledge and experience in K-12 school and office furniture to include delivery and installation of the manufacturer items specified by the Torrance Unified School District. Dealers must be manufacturer certified and are required to provide a letter of good financial standing by the specified manufacturers in their bid submittal before the bid deadline.

Prevailing wage rates may apply to installation work defined as public work pursuant to Labor Code §1720, as amended by [AB 1598](#). If a District requires prevailing wage due to the scope of a project or believes that the project qualifies for prevailing wage, a separate quote will be issued by the awarded Bidder for the specific manufacturer for labor and installation; and an adjustment in pricing may occur as specified in the legal ad.

Awarded bidder's installer shall possess at the time of an awarded contract a Class B and/or C61 in field D34 Contractor's license, pursuant to Public Contract Code §3300. The successful bidder's installer must maintain the license throughout the duration of this contract.

Additionally, any installation deemed as a public works project in excess of twenty five thousand dollars (\$25,000.00), shall require payment and performance bonds, pursuant to Civil Code §3247. Bonding requirements are as follows:

Payment Bond..... 100% of proposed work

Performance Bond..... 100% of proposed work – Optional – to be determined by individual District

Payment and performance bonds are not required until five (5) days after the successful bidder has been given notice by the District. Performance and payment bond costs must not exceed three percent (3%).

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 Company shall be set forth, 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/her signature shall be placed. **All signatures must be made in permanent blue ink.**

Thank you for your interest!

Gioconda Padilla
Director, Purchasing & Communication Services

Instruction for Bidders

1.01 Preparation and Submittal of Bid Proposal

- A. Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms specified herein shall be deemed non-responsive. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.
- B. Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
- C. Date and Time of Bid Proposal Submittal.** A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the place designated for submittal of the Bid Proposal. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.

1.02 Bid Security

As security for its Bid, each bidder shall provide with its Proposal on of the following. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

- Bid bond issued by a California Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the “Bid Security”) on the form provided by the District;
- or
- Cashier’s check or a certified check drawn to the order of the Torrance Unified School District in an amount not less than ONE THOUSAND DOLLARS AND 00/100 (\$1,000).

1.03 Signatures

All bid documents contained in this bid package must be signed in blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

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

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

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

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

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

1.04 Modifications

Changes to the Bid Proposal which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.

1.05 Erasures; Inconsistent or Illegible Bid Proposals

Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.

1.06 Examination of Project/Contract Documents

Each Bidder shall, at its sole cost and expense, become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

1.07 Withdrawal of Bid Proposal

Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §5100 et seq.

1.08 Documents Required Upon Award of Contract

The Agreement, which the successful Bidder will be required to execute along with the other documents, are included in the Contract Documents and shall be carefully examined by the Bidder. The number of executed copies of the Agreement and bonds required is two (2). If the District requires Payment and

Performance bonds for Public Works Projects the bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

1.09 Interpretation of Drawings, Specifications or Contract Documents

Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid conference. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.10 Preference for Materials and Substitutions

A. One Product Specified. Unless plans and specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

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

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will be acceptable in consideration of the required design and artistic effect, if applicable in the sole discretion of the District;
- 3) Will provide no cost disadvantage to the District;
- 4) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 5) Will require no change in the contract time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder’s request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder’s bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder’s requested substitution for a Specified Item, bidder shall execute the

Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

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

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

1.11 District's Right to Modify Contract Documents

Before the scheduled closing time for receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have attended the mandatory pre-bid conference. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive.

1.12 Bidders Interested in More Than One Bid Proposal

No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.

1.13 Award of Contract

A. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

B. Award to Lowest Responsive Responsible Bidder. The award of the Bid, if any, will be made by individual line item or group of line items to the lowest-prices responsible bidder (for each item or group) who is fully responsive to the terms of this bid.

The District reserves the right to make multiple awards or to make individual line item awards or combination for which a price is individually requested.

C. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

1.14 Subcontractors

A. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair

Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished (Section 00215), including license numbers, which must be valid at the time of bid submittal. Any Bidder's failure to comply with the District's request may deem such Bidder's bid non-responsive and subject to rejection by the District.

1.15 Workers' Compensation Insurance

Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.

1.16 Bid Security Return

The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.

1.17 Forfeiture of Bid Security

If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.

1.18 Contractor's License

No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor's License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and cannot be waived by the District or its Board of Education. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.

1.19 Anti-Discrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, immigration status, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

1.20 Job-Walk/Conference

A. District Conduct of Job-Walk/Conference. The District will conduct a Job Walk at the time and place designated in the Call for Bids. Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have obtained the Contract Documents pursuant to the Call for Bids of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job Walks, indicate whether Bidders' attendance at such additional Job-Walks is/are mandatory; in the event that any such additional Job-Walks is/are designated as being mandatory, the provisions of this section 1.21 shall be deemed to apply to such additional Job-Walks.

B. Mandatory Job Walk/Conference

The Job Walk is designated in the Call for Bids as being mandatory; therefore, failure of any Bidder to have its authorized representative present at the Job Walk will be grounds for the District to reject such bid and the Bid Proposal will be returned to the Bidder unopened. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the District to declare the Bid Proposal of such Bidder to be non-responsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job Walk is designated in the Call for Bids as being mandatory, the District will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned unopened to the Bidder submitting the same.

1.21 Drug Free Workplace Certificate

In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

1.22 Compliance with Immigration Reform and Control Act of 1986

The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. ("IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

1.23 Notice of Intent to Award Contract

Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Education meeting at which award of the Contract will be considered.

1.24 Bid Protest

Any Bidder submitting a Bid Proposal to the District may file a protest provided that each and all of the following are complied with:

- A. The bid protest is in writing;
- B. The bid protest is filed and received by the District's Director, Purchasing & Communication Services, not more than three (3) calendar days following the date of the bid opening; and
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Director, Purchasing & Communication Services, or designee, shall review and evaluate the basis of the bid protest. The District's Director, Purchasing & Communication Services, or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Education will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Director, Purchasing & Communication Services, or designee. Action by the District's Board of Education relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board of Education. The issuance of a written statement by the Director, Purchasing & Communication Services, (or designee) and subsequent action by the District's Board of Education shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

1.25 Public Records

All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

1.26 Prevailing Wage Rates, Employment of Apprentices and Labor Compliance Program (if applicable)

- A. Payment of Prevailing Wage Rates.** The bidder and all potential Subcontractors shall utilize the relevant prevailing wage rate determinations in the PREVAILING WAGE SCALE established by the Director of Department of Industrial Relations in effect on the first advertisement date of the Notice to Contractor's Calling For Bids in preparing the Bid Proposal and all component price quotations. Pursuant to Labor Code §1773.2, copies of these determinations are maintained at the District's Business Services offices located at 2336 Plaza Del Amo, Torrance, CA 90501, and are available to any interested party upon request. Copies of rate schedules are also available on the Internet at <http://www.dir.ca.gov/OPRL/PWD/>.
- B. Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.
- D. Notice of Subcontractors.** Bidders shall notify all potential Subcontractors submitting price quotations for portions of the work of the requirements concerning payment of prevailing wage rates, payroll records, hours of work, employment of apprentices and the District's LCP requirements and enforcement procedures set forth in Article 4.21 of Section 00700 (General Conditions) and Section 00900 of the Contract Specifications.

1.27 Pricing – Term of Contract / Multi-Year Extensions

Minimum contract term is through June 30, 2020. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and Contractor for an additional four (4) one year periods in accordance with provision contained in the Education Code, Section §17596 (K-12) and §81644 (Community Colleges). Price increases may be negotiated subject to existing local market conditions and as determined by the Los Angeles Producer Price Index (PPI), but may never exceed THREE PERCENT (3%) in any contract year. In the event of a general price decrease the District reserves the right to revoke specific bid awards unless the decrease is passed on to the District. If fuel prices escalate, Article 1.07 of the agreement shall apply. If Steel prices escalate, Article 1.08 of the agreement shall apply.

1.28 Disabled Veteran Business Enterprise (DVBE)

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached.

1.29 No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders

This an indefinite-quantity bid. The District does not guarantee orders in specified amounts nor shall the District be required to limit its orders to only specific quantities. Bidders shall not specify minimum or

maximum quantities or charges for specific order types. Unlimited orders shall be allowed to the awarding district and all participating agencies at the prices quoted.

1.30 Technology Clause

As technology advances with products, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

1.31 E-Commerce (B2B) Clause

The advent of electronic commerce (E-Commerce) and the development of Business-to-Business (B2B) internet sites have created certain opportunities for both public entities and business. As the originator and author of this bid documents, the Torrance Unified School District and other sponsoring agencies authorize qualified firms to list the products represented in the final award of this bid on internet sites, subject to the approval of the awarded Contractor(s).

1.32 Warranty/Quality

The supplier, manufacturer, or their assigned agent shall guarantee the product or service performed against all defects or failures of material and workmanship for minimum period of one (1) year from installation or delivery date.

Where applicable all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

1.33 Preferential Pricing

The District shall be given the benefit of any lower prices which may for comparable quantity and delivery be given by the Contractor to any other school District, State, County, Municipal or local government agency for the products listed herein.

1.34 Number of Contract Documents

The number of executed copies of agreement is two (2), and if applicable, the number of Payment and Performance Bonds is two (2).

1.35 Freight and Installation

Awarded Bidder shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the District, terms are F.O.B destination; except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. At this point, District and Bidder shall discuss freight and installation costs.

1.36 Additional Delivery Charge

If the delivery for the furniture and equipment exceeds 100 miles from Torrance Unified School District's office, the Bidder may add an additional delivery charge negotiated between the District and the Bidder.

1.37 Bidder Warehouse and Showroom

The District reserves the right to require that Bidder have a Warehouse and a showroom within 50 miles of Torrance Unified School District. The Warehouse must be at least 20K square feet. The District reserves the right to verify location at its convenience.

1.38 Storage Fees

After a thirty day period, a Bidder may require a storage fee charge for holding the furniture and equipment due to delays in the project. The cost will be determined by the time and amount of furniture being stored. All fees will be negotiated between Bidder and District.

1.39 Re-delivery

If a re-delivery is required there may be an additional charge by the awarded Bidder. The additional fee will be agreed upon by the District and Bidder.

1.40 Installers

All installers must be employed by the awarded Contractor, unless the District requires prevailing wage. The dealer then may use a third party installation company to meet a District's requirement for prevailing wage. The third party company must meet the district guidelines in order to deliver items at school sites, such as finger printing, background checks.

1.44 Authorized Manufacturer Dealer - Good Financial Standing

It is required that the Dealer provide a letter from the manufacturer(s) to ensure that Dealer is in good financial standing and is an authorized Dealer to bid manufacturer's products. If by chance a Dealer is not an authorized Dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The District reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

1.45 Insurance Provided By Service Provider

Upon award of contract, Bidder shall provide and maintain the following insurance coverage amounts, naming the Torrance Unified School District as Additional Insured by Endorsement, as set forth below:

Workers Compensation Insurance	
In accordance with limits established by law.	
Employers Liability Insurance:	\$1,000,000
Commercial General Liability Insurance	
Per Occurrence	\$2,000,000
Aggregate	\$5,000,000
Automobile Liability Insurance	\$1,000,000

1.46 Insurance Provided by Subcontractors

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Workers Compensation Insurance	
In accordance with limits established by law.	
Employers Liability Insurance	\$1,000,000
Commercial General Liability Insurance	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage Per Occurrence	\$1,000,000

1.47 Iran Contracting Act

Pursuant to PCC 2204, Bidders shall submit the Iran Contract Act Certification with their Bids to Districts if awarded over \$1 Million.

END OF SECTION

BID PROPOSAL FORM

TO: **TORRANCE UNIFIED SCHOOL DISTRICT**, a California School District, acting by and through its Board of Education (“District”),
2335 Plaza Del Amo, Torrance, California 90501.
Attention: Gioconda Padilla,
Director, Purchasing & Communication Services

Date

Legal Name of Business as Listed on License

Submitted By:

Bidder’s Name

Bidder’s Address

Telephone

Fax

Email Address

1.01 Bid Proposal.

- A. **Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

BID #10-04.09.19 CLASSROOM & OFFICE FURNITURE

Use only the **authorized form** in Microsoft Excel format, named **Appendix A**, which is available at: <https://www.tusd.org/purchasing/bids>. Failure to use the authorized form shall render such Bid Proposal to be non-responsive and rejected by the District.

Acknowledgment of Addenda. In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

No.____, Dated _____ No.____, Dated _____
No.____, Dated _____ No.____, Dated _____
No.____, Dated _____ No.____, Dated _____

Or check here if **no** addenda were issued.

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal, List of Subcontractors, Non-Collusion Affidavit, Statement of Bidder's Qualifications, and Bid Security (Cashier's Check, Certified Check or Bid Bond).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within seven (7) calendar days after notification of acceptance and award.

Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Performance Bond; (2) Certificates of Insurance evidencing all insurance coverage required to be provided under the Contract Documents; and (3) the Certificate of Workers' Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.09 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in

accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

All Pages of Bid Form Must Be Included with Bid Package

PIGGYBACK CLAUSE FORM

For the term of the agreement and any mutually agreed extensions pursuant to this request for proposals, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. The Torrance Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____

(Please initial)

Piggyback option not granted _____

Exclusions:

Bidder Name _____ Date: _____
Signed _____ Phone _____
Printed Name _____ Title _____
Street Address _____
City, State, Zip Code _____
Fax Number _____ Email: _____

This page must be completed and submitted with your proposal.

Signature Page of Bid Form - #10.04.09.19

Legal Name of Company & License Number	
By:	_____
Name of Authorized Officer or Agent:	_____
Title:	_____
(Corporate Seal)	

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, pursuant to the Instruction for Bidders Section 1.03. All signatures must be made in permanent blue ink.*

This signature page and all pages of the bid form, including Appendix A must be completed and submitted with your bid package.

BID GUARANTEE FORM

Accompanying this proposal is a cashier’s check or a certified check payable to the order of the Torrance Unified School District in an amount of **One Thousand Dollars and No Cents (\$1,000.00)**.

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

Legal Name of Company
By: _____
Name of Authorized Officer or Agent: _____
Title: _____

This form must be completed and submitted with your proposal in lieu of a BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called “Principal”), and

(hereafter called “Surety”), are hereby held and firmly bound unto the Torrance Unified School District (hereafter
called “Owner”) in the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a
certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for **Bid 10-04.09.19.**

NOW, THEREFORE,

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

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

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

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

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

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____
Title: _____

By: _____
Title: _____

ATTEST: (if corporation)

By: _____
Title: _____
(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____
Title: _____

By: _____
Title: _____

ATTEST: (if corporation)

By: _____
Title: _____
(Corporate Seal)

This form must be completed and submitted with your bid package in lieu of a cashier's check or money order.
This form may NOT be substituted.

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

This form must be completed and submitted with your bid package in lieu of a cashier’s check or money order.
This form may NOT be substituted.

NON-COLLUSION STATEMENT

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].

Legal Name of Company
By: _____
Name of Authorized Officer or Agent: _____
Title: _____

This form must be completed and submitted with your bid

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) * * * * *

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

Legal Name of Company
By: _____
Name of Authorized Officer or Agent: _____
Title: _____

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

This form must be completed and submitted with your bid

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Torrance Unified School District

Please be advised that with respect to Bid 10-04.09.19 the undersigned Bidder on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

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

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

Legal Name of Company
By: _____
Name of Authorized Officer or Agent: _____
Title: _____

This form must be completed and submitted with your bid.

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

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

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.

3. The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers and addresses, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the District.

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

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: James Earl Jones III at above #
- (e) Renovated Beverly Hills High
- (f) 2016
- (g) \$ 1 Million

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

4. Contractor Questionnaire: The Contractor shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Contractor's Company and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of Company's license holder:

b. Have you or any of your principals ever been licensed under a different license number? _____ Response must include information pertaining to principals' association outside of the Company. If yes, give name and license number. _____

c. Names and titles of all principals of the Company:

_____	_____
_____	_____
_____	_____

d. Number of years as a Contractor in this type of work: _____

e. How many years of experience has your Company performed public projects work?

g. Has your Company or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associated outside of the Company submitting a proposal. _____ If the answer is "Yes," give dates, names and address of surety and details.

h. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the Company submitting a proposal. _____ If yes, explain:

i. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the Company submitting a proposal. _____ If yes, provide name of public agency/organization and details of the dispute:

j. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the Company submitting a proposal. _____ If so, give owner's name and details:

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

m. This bid may require payment of prevailing wages as determined by the California Department of Industrial Relations; and that the Contractor is familiar with the provisions contained in California Labor Code Sections 1720-1861, and Title 8, California Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

i. During the last five (5) years was your Company required to pay either back wages or penalties for your own Company’s failure to comply with the State’s prevailing wage laws? (Note: This question refers only to your own Company’s violation of prevailing wage laws, not to violations by a subcontractor.) Yes No

If “yes,” on separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Contractor References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20__, at _____, State of _____

Legal Name of Company
By: _____
Name of Authorized Officer or Agent: _____
Title: _____

Street Address _____
City, State, Zip Code _____
Telephone Number _____ Email: _____

All pages of this form must be completed and submitted with your Bid package.

Agreement

THIS AGREEMENT is made this _____ day of _____, 2014, in the City of Torrance, County of Los Angeles, State of California, by and between **TORRANCE UNIFIED SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and _____ hereinafter called the “Contractor”, with a principal place of business located at _____.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the work required in connection with the service referred to as:

BID #10-04.09.19 – CLASSROOM & OFFICE FURNITURE.

Contractor shall perform all work covered by the Contract Documents, including without limitation, the specifications and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. The Service shall be commenced on the date stated in the District’s Notice to Proceed. The period of the Contract shall be from June 1, 2019, through June 30, 2020, and may be extended yearly by mutual consent through June 30, 2024, and subject to performance reviews made by the District. Annual increases will be based on CPI (not to exceed 3% per year).

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents. The Contract Price is based upon the Contractor’s Bid Proposal. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Contractor’s License. The Contractor and/or installer shall possess at the time this Contract is awarded as well as through the duration of the Contract a Class B and/or C61 in field D34 Contractor’s license, pursuant to Public Contract Code §3300.

1.05 Prevailing Wages. If a District requires prevailing wages due to the scope of a project or believes that the project qualifies for prevailing wages, a separate quote will be issued by the awarded Bidder for the specific manufacturer for labor and installation; and an adjustment in pricing may occur. If a project requires prevailing wage it shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained herein. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and California Code of Regulations, Title 8, Chapter 8, Subchapters 3 – 6 (Section 16000 et seq.)

- 1.06 The Contract Documents.** The Contract Documents consist of all of the bid documents, including certifications, addenda, instructions and this agreement.
- 1.07 Fuel Charge.** Should gas prices in Southern California exceed \$5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of the gasoline falls below \$5.00 a gallon for 10 consecutive days, the rate of the pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.
- 1.08 Steel Charge.** Steel material cost remain volatile globally and if there is a significant escalation in steel cost per Producer Price Index, District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of Steel cost.
- 1.09 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

TORRANCE UNIFIED SCHOOL DISTRICT,

a California School District

Name and Title (Authorized Officer or Agent)
& License Number

By: _____

Dr. Tim Stowe

Deputy Superintendent

By: _____

Name: _____

Title: _____

(Corporate Seal)

CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the BIDDER 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

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

Bidder Name and Title (Authorized Officers or Agents)

DATE: _____

By: _____
Signature

This form must be completed and submitted with your bid package.

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

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

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20____
_____ [Name of Contractor/Consultant]

By its: _____

This form must be completed and submitted with your bid package.

ATTACHMENT “A”

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

This form must be completed and submitted with your bid package.

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 Item	Agree to Provide Specific Item In the Event Request is Denied (circle one)		District Decision (circle one)	
		Yes	No	Grant	Deny
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
9.		Yes	No	Grant	Deny

Specified Item	Requested Substituted Item	Agree to Provide Specific Item In the Event Request is Denied (circle one)	District Decision (circle one)
10.		Yes No	Grant Deny

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 schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution will have no adverse effect on schedule or specified warranty requirements.
2. Maintenance and parts will be available locally for the proposed substitution.

Legal Name of Company
By: _____
Name of Authorized Officer or Agent: _____
Title: _____

NOTE: 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) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.

*This form must be completed and submitted with your bid package if a substitution is being requested.

Payment Bond
(California Public Work)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Torrance Unified School District (sometimes referred to hereinafter as “Obligee”) has awarded to _____ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: Bid 10-04.09.19 Furniture & Accessories (hereinafter referred to as the “Public Work”); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Torrance Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for

whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

Contract Performance Bond
(California Public Work)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Torrance Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Bid 10-04.09.19 Furniture & Accessories (hereinafter referred to as the "Public Work"); and

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of

Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

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

Surety shall remain responsible for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

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

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____
(insert name and title of the officer)

On _____, before me, _____, a Notary

Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: BID 10-04.09.19 between Torrance Unified School District (the "District" or the "Owner") and _____
_____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: BID 10-04.09.19 between Torrance Unified School District (the "District" or the "Owner") and _____
_____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chinks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the

responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Iran Contracting Act Certification (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between [DISTRICT NAME] School District (the "District" or the "Owner") and _____
_____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

INSURANCE DOCUMENTS & ENDORSEMENTS

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

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

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

Attn: _____
(Title) (Department)

(Company)

(Street Address)

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

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

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

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

DATE: _____ CONTRACTOR _____

By: _____
Signature

This form must be completed and submitted with your bid package.

DISABLED VETERAN BUSINESS ENTERPRISE

Participation Certification

BID #10.04.09.19 between Torrance Unified School District (the "District") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: _____ Date: _____

Project Name: _____ Project Number: [PROJECT NO.]

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO _____

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

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: _____

END OF DOCUMENT

APPENDIX A: BID PROPOSAL FORM SUBMITTAL

AVAILABLE AFTER LIST OF APPROVED MANUFACTURERS ON MARCH 18, 2019

INSTRUCTIONS:

1. All of the following bid line items must be submitted with your bid proposal or your submittal will be considered incomplete and non-responsive.
2. Each page must be initialed in blue ink
3. Each line item must contain a number or “no-bid.”

END OF INSTRUCTIONS FOR APPENDIX A

APPENDIX B: APPROVED LIST OF MANUFACTURERS

PENDING COMPILATION BY MARCH 18, 2019