

Berryessa Union School District
Purchasing Department
1376 Piedmont Road
San Jose, CA 95132
Ph: 408-923-1871
Fx: 408-926-8329
Email: bgregorius@busd.net

CUPCCAA COMPLIANT PUBLIC WORKS PROJECTS
LUMP SUM REQUEST FOR PROPOSAL
FOR PROJECTS UP TO \$60,000.00

CHECK OFF LIST OF REQUIREMENTS

\$100.00 TO \$24,999 PROJECT REQUIREMENTS:

- Contractor's License required: Attach photocopy of wallet I.D. to your proposal.
- Prevailing Wages must be paid. Compliance with SB-854 requires contractors to file Prevailing Wages online directly to the DIR.
- Insurance: liability, property damage and auto insurance. Certificate required naming Berryessa Union School District as additionally insured.
- Worker's Compensation insurance. Certificate required naming Berryessa Union School District. Minimum coverage required.
- Asbestos Declaration Document
- Drug-Free Workplace Certification
- Fingerprinting Policy
- Non Collusion Declaration Form
- Compliance with SB-854 – Public Works Contractor Registration Program – Contractor is required to provide their registration number in order to work on a Public Works Project.

\$25,000 TO \$60,000 PROJECT ADDITIONAL REQUIREMENTS:

If you are the successful bidder you will be required to provide the following Bonds:

- Payment Bond Required (Civil Code Section 3247)
- Performance Bond Required

PROPOSAL

CUPCCAA COMPLIANT PUBLIC WORK PROJECTS LUMP SUM REQUEST FOR PROPOSAL PROJECTS UP TO \$60,000.00

NAME OF BIDDER: _____ DATE: _____

TYPE OF BUSINESS: Corporation Co-Partnership
 Individual Using Firm Name Individual Using Own Name

To: Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132

TITLE OF PROJECT: _____

DESCRIPTION OF PROJECT: _____

(attach scope of work)

BASE BID

Total Cost for all Labor, Materials and Equipment including all applicable taxes, permits fees, licenses, etc., to complete the project as described above.

_____ DOLLARS (\$ _____)

State of California Contractor's License Number

Expiration Date

DIR Public Works Contractor Registration Number

The representations made herein are made under penalty of perjury.

ATTESTED ON THIS THE _____ DAY OF _____ 2019, STATE OF CALIFORNIA

Signature of Authorized Bidder

Name of Firm

Title of Bidder

Address

Area Code - Telephone Number

City

State

Zip

Area Code – Fax Number

ASBESTOS DECLARATION DOCUMENT

**BERRYESSA UNION SCHOOL DISTRICT
FACILITIES DEPARTMENT
945 PIEDMONT ROAD
San Jose, CA 95132
1-408-923-1890**

By signing this document, I am acknowledging that the District has informed me that the site where I am working may or may not contain asbestos-containing materials. Should asbestos need to be abated, this work shall be the responsibility of the District or its authorizing agent.

A copy of the Berryessa Union School District's asbestos plan is on file in the facilities department.

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

The representations made herein are made under penalty of perjury:

Name of Company

Authorized Signature

Print

Title

Date

**BERRYESSA UNION SCHOOL DISTRICT
DRUG-FREE WORKPLACE CERTIFICATION**

State and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code Section 8350 et seq The Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions that will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code Section 8355 by publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code Section 8350 et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code Section 8350 et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

Name of Company

Authorized Signature

Print

Title

Date

BERRYESSA UNION SCHOOL DISTRICT

FINGERPRINTING POLICY

FINGERPRINTING AND CRIMINAL RECORDS CHECK OF CONTRACTOR'S EMPLOYEES

Contractor shall comply with the provisions of Education Code Section 45125.2. This new provision of the Education Code requires that K-12 school districts which contract with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with students shall ensure student safety by one or more of the following methods:

Choose one or more:

- 1. Installation of a physical barrier at the work site to limit contact with students.
- 2. Provide continual supervision and monitoring of all of the entity's employees by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (as defined by the Penal Code).
- 3. Provide surveillance of the entity's employees by school personnel.

If one or more of these methods is utilized, then the entity is not required to comply with Education Code Section 45125.1 (which requires fingerprinting of all entity employees).

Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employees to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the Berryessa Union School District that such employee has not been convicted of a felony as defined in Education Code Section 45125.1. Contractor's responsibility shall extend to all employees, subcontractors, and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or participation in the project and prior to permitting contact with pupils.

As suppliers of goods and services to the Berryessa Union School District, the firm listed below certifies and agrees to comply with Education Code Sections 45125.1 and 45125.2.

Company Name

Authorized Signature

Title

Date

**BERRYESSA UNION SCHOOL DISTRICT
NON COLLUSION DECLARATION**

Owner: Berryessa Union School District

Project: _____

The undersigned declares:

I am the _____ of _____, 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 _____, 2019, at _____ [city], _____ [state].

Signature

Print Name

Date

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS OF LABOR AND CONSTRUCTION

IMPORTANT: No bid/quote proposals shall receive consideration by the Berryessa Union School District unless made in accordance with the following instructions:

1. BID/QUOTE PROPOSAL FORMS

Proposals must be made on a form obtained from the Berryessa Union School District. All items on the form should be filled out. Numbers should be stated in figures and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

2. EXECUTION OF FORMS

Each proposal shall include the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the Berryessa Union School District, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished. Failure to properly sign required forms may result in rejection of the proposal.

3. AWARD OF CONTRACT

The Berryessa Union School District shall award the contract to the lowest responsible bidder. The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

4. REJECTION OF BIDS/PROPOSALS

The Berryessa Union School District reserves the right to accept or reject any and all proposals or any portion or combination thereof, or award on the basis of total bid.

5. EXECUTION OF CONTRACT

Notice to proceed shall be issued by the District in the form of a Purchase Order. The purchase order and the proposal submitted are considered the Contract.

6. DRAWINGS AND SPECIFICATIONS

Each bidder shall be required to return to the Berryessa Union School District all drawings and specifications. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District. At the discretion of the District, a reasonable refundable deposit may be required for each set of drawings and specifications.

7. EVIDENCE OF RESPONSIBILITY

Upon the request of the Berryessa Union School District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the proposal.

8. SAMPLES

On request, product samples of the products being bid shall be furnished to the Berryessa Union School District, prior to or at the time of bid submittal.

9. SPECIAL BRAND NAMES

In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bidders may furnish any material or product of comparable quality or utility. If a bidder is requesting substitution of "an equal" item, the make and grade of the article on which the bid is submitted must be stated in the proposal and illustrations and catalog

information submitted. The Berryessa Union School District reserves the right to make all decisions on products and vendor selections. Any cost of testing or evaluation shall be borne by the bidder.

10. CONTAINER COSTS AND DELIVERY

All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the Federal, County, State, and City laws for their production, handling, processing, and labeling. Packages shall be constructed to insure safe transportation to point of delivery.

11. INDEMNITY

The bidder must hold harmless and fully indemnify the Berryessa Union School District, its Board of Trustees, Officers, Employees and Agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to, infringement or use of any copyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

12. PREVAILING LAW

In the event of any conflict or ambiguity between these instructions and State or Federal regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of Local, State, and Federal law.

13. RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the bidder defaults in their obligation to complete a contract with the Berryessa Union School District, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance claimed due by the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

14. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate State or Federal court located in Santa Clara County.

15. SUBCONTRACTORS

Pursuant to the Subletting and Subcontracting Fair Practices Act, Government Code Section 4100-4114, inclusive, every bidder shall, on the enclosed form set forth:

- a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of the one (1) percent of the bidder's total bid.
- b. The portion of the work that will be done by each subcontractor: If the bidder fails to specify a subcontractor for any portion of the work performed under the contract in excess of one-half (1/2) of one (1) percent of the bidders total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the Berryessa Union School District, either:
 - 1.) Substitute any person as subcontractor in place of the subcontractor designated in the original bid;
 - 2.) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - 3.) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one (1) percent of the total bid as to which the bidder's original bid did not designate a subcontractor.

16. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Before submitting a bid proposal, bidders shall examine the contract, drawings, specifications, and other contract documents. Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no bidder shall visit the site without prior authorization. All bidders are requested to contact Miguel Cruz,

Facilities Director, at 408-923-1892 for coordination of site visits. Submission of a bid proposal constitutes acknowledgment of the terms of this provision. Site visits referred to herein shall be separate from any mandatory bidder's conference if required.

17. PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside regular working hours with the advance written consent of the Owner

18. LICENSES

Each bidder and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in the contract documents. Upon request, each bidder shall furnish the Berryessa Union School District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the District's satisfaction may result in the rejection of the bid.

19. ANTI-DISCRIMINATION

It is the policy of the Berryessa Union School District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The contractor agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the contractor agrees to require like compliance by any subcontractor employed on the work.

20. PREVAILING WAGE LAW

Contractors are required to pay prevailing wages to their employees on all projects \$1000.00 or more. The Department of Industrial Relations has determined the general prevailing rate of *per diem* wages in the locality in which this work is to be contracted, which will be awarded to the successful bidder. Said wage rates are available on the web at www.dir.ca.gov.

Per diem is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time and one-half (1-1/2).

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor thereunder, to pay not less than the said specified rates to all workers employed in execution of the contract.

21. TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without the permission of the Board of Trustees of Berryessa Union School District.

22. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or make a prime proposal.

23. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor hereby acknowledges the following statement:

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

24. INSURANCE REQUIREMENTS

Vendor shall furnish to District satisfactory proof that Vendor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

Comprehensive General Liability Insurance

To cover claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy

("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors and product liability. The limits of such insurance shall not be coverage of less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate limit, and \$2,000,000.00 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

Comprehensive Automobile Liability Insurance

To cover all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000.00 each person Bodily Injury, \$1,000,000.00 each occurrence Bodily Injury, and \$1,000,000.00 each occurrence Property Damage.

Workers' Compensation Insurance

Coverage for all persons whom the Contractor may employ in carrying out Work contemplated under this Contract, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

Indemnification

The Vendor agrees to pay on behalf of and hold harmless the Berryessa Union School District for all claims arising in whole or in part from its work on behalf of the District.

Evidence of Insurance

The Vendor shall submit evidence of insurance to the Owner at the time of execution of the Contract. Written notice shall be sent to the Berryessa Union School District at least thirty (30) days prior to cancellation or at least ten (10) days for non-renewal of such insurance coverage.

All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of A or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

Required Endorsements

- Name District, its Board of Directors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
- Each such policy shall apply separately to each insured against whom claim is made or suit is brought.
- Insurance shall be primary to District and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.

District Mailing Address

Certificates of Insurance, written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the Berryessa Union School District, (Attention: Purchasing Manager) at the address listed here:

Berryessa Union School District
Purchasing Department
1376 Piedmont Road
San Jose, CA 95132

26. FAILURE TO COMPLETE PROJECT AS PER CONTRACT:

Should any work not be completed within the time stipulated, the District shall deduct from the final payment the sum of One Hundred Dollars (\$100.00) per day as liquidated damages, not a penalty, for each calendar day's delay after the expiration date until the final physical completion of the work and its delivery to the District.

27. PAYMENT:

Contractor shall be paid in one lump sum. The Contractor is reminded to submit his certified payroll records online directly to the DIR. The District, at its discretion, may withhold a 5% retention on the project. Failure to provide the District with the proper documentation will delay your payment.

28. FINGERPRINTING AND CRIMINAL RECORDS CHECK OF CONTRACTOR'S EMPLOYEES

Contractor shall comply with the provisions of Education Code Section 45125.2. This new provision of the Education Code requires that K-12 school districts which contract with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with students shall ensure student safety by one or more of the following methods:

1. Installation of a physical barrier at the worksite to limit contact with students.
2. Provide continual supervision and monitoring of all of the entity's employees by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (as defined by the Penal Code).
3. Provide surveillance of the entity's employees by school personnel.

If one or more of these methods is utilized, then the entity is not required to comply with Education Code Section 45125.1 (which requires fingerprinting of all entity employees).

Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employees to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the East Side Union High School District that such employee has not been convicted of a felony as defined in Education Code Section 45125.1. Contractor's responsibility shall extend to all employees, subcontractors, and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or participation in the project and prior to permitting contact with pupils.

29. COMPLIANCE WITH SB-854

In Compliance with Department of Industrial Relations (DIR) and SB 854 regulations regarding prevailing wage requirements on public works projects; the district is now required to notify DIR of all public work projects, involving construction, alteration, demolition, installation, repair, and/or maintenance, over \$1,000.00 annually by your company. These new requirements will apply to all public work projects that are subject to the prevailing wage requirements of the CA Labor code, without regard to funding source. As a contractor doing public works projects, as of July 1, 2014, you must register with DIR and meet requirements before bidding on public work contracts in California. Once the registration requirements becomes *Mandatory* (March 1, 2015 for bids, and April 1, 2015 for work), BUSD may not accept a bid, or enter into a contract for public works with an unregistered contractor. The registration number is required if you still wish to conduct business with; and be included in, the District's Bidders' Book.

Additionally, for projects or work beginning on, or after April 1, 2015, contractors and their subcontractors will be required to furnish electronic certified payroll records directly to DIR via their online "eCPR" system.

For more information visit:

<http://www.dir.ca.gov/public-works/SB854.html>

(This Page to be completed on Owner's acceptance of the Proposal)

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: _____

By: _____
(Signature)

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

Print Name

Print Name

DISTRICT:

BERRYESSA UNION SCHOOL DISTRICT

By: _____

Print Name

Title

BOARD APPROVAL DATE: _____