



Project #11

Project: 2018 District Wide Requirement for Piggyback of DSA
Approved Portable Buildings Including, Purchase, Lease, Relocation
Dismantle & Removal Issued:

Bid Location:

Chawanakee Unified School District
Maintenance/ Operation & Transportation Office
26065 Outback Industrial Way, O'Neals, CA 93645

Mandatory Pre-bid conference January 31, 2018 at 1:00PM
Chawanakee Unified School District
Maintenance/ Operation & Transportation Office
26065 Outback Industrial Way, O'Neals, CA 93645

Bid Deadline February 5, 2018 at 1:00 PM
Contact: Fred Faysal (559) 868-3668

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AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, _____ in the County of _____, State of California, is by and between _____, (hereinafter referred to as "DISTRICT"), and _____ (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as _____ District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, _____, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form 1, Bid Form-2 including all attachments, Bid Security, Designation of Subcontractors, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Bond, Disabled Veterans Business Enterprise (DVBE) Certification, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Contractors Inspection Request Form, Insurance Certificates and Endorsements, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Free Work Place Certification, Lead-Containing Materials and Notice Certification, General Conditions, Supplementary General Conditions, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any actor omission of the District or Program Manager, or representative of any of them, unless such actor omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within seven (7) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents. Basis of award is low bid on the initial requirement.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, number of dollars agreed upon (based on the unit prices) between the Owner and Contractor for each individual project/purchase order activated under this unit price agreement. The cost shall be documented on a specific individual project quotation form, and in the actual purchase order.

4. The work shall be commenced on or before the First (1st) day after receiving the DISTRICTS Notice to Proceed and shall be completed within the number of consecutive calendar days (including punch list items) from the date specified in the Notice to Proceed, negotiated between the Owner and Contractor in Accordance with the terms of Article 5 of the Information for Bidders, Project Schedule, for each project activated under this unit price agreement. The timeline shall be documented in each and every purchase order executed against this agreement.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of one-hundred Dollars (\$1000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 61 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 61 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

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

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection, therewith;
- c) any breach of duty, obligation or requirement under the Project Documents;
- d) any failure to coordinate the work of other contractors;
- e) any failure to provide notice to any party as required under the Project Documents;
- f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- g) any failure to protect the property of any utility company or property owner.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Worker Compensation	Pending Statutory State Limits

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

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

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

13. Piggybacking. To the extent the Contractor is required to, or otherwise agrees to, permit "piggybacking" on the Contract by public agencies as described in the Instructions For Bidders, the District shall have no liability whatsoever in connection with any orders submitted to the Contractor by such other public agencies and, in each case, any and all liabilities associated with a piggyback order shall be the sole responsibility of the Contractor and/or the public agency that submitted the order to the Contractor. The Contractor acknowledges that certain of the services required by the Contract constitute a public project or public work in accordance with applicable law and that other public agencies may not be authorized by applicable law to piggyback on the Contract in order to obtain such services. In each such case, the Contractor shall reasonably endeavor to advise the public agency accordingly. To the extent required pursuant to Section 8.15 of the General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, employees, or agents (each, not including the District, a "District Agent") with respect to any and all liabilities that arise from the piggybacking on the Contract by any public agency.

- (a) Contracts with Other Agencies/Rights to Order: Other public school DISTRICTS, community college DISTRICTs, and public agencies throughout the State of California including, but not necessarily limited to the attached list (Attachment#3), may lease or purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Chawanakee Unified School District waives its right to require other DISTRICTs to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payments directly to the successful bidder.

14. Assignment. Contractor shall not assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, including right to payments hereunder, without the prior written consent of District. Such consent shall not be unreasonably withheld. The Contract shall be binding on any authorized assignee, sublessee, transferee or other successor to the Contractor.

15. The District will make purchases under this Agreement, at its discretion, from any combination of products with their corresponding prices identified in Contractor's bid. The District, at its discretion, may not be required to purchase any of the items listed, or any combination of items from the Contractor's bid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By: _____

Signature

_____ UNIFIED SCHOOL DISTRICT

By: _____

Signature

Print Name

Title

Print Name

Contractor's License No.

Title Contractor

Tax ID/Social Security No.

Email

Telephone

(CORPORATE SEAL OF CONTRACTOR, if corporation)

INFORMATION FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Overall Scope.** The Contract is for the purchase, or lease, movement and relocation and optional maintenance of District Wide DSA compliant relocatable buildings. The DISTRICT reserves the right to order any combination of items in the bid in any number as needed from the successful bidder(s). There is no implied guarantee to the bidder(s) that any items will be purchased or relocated under this bid. Award of the contract by the DISTRICT implies or guarantees no right of work to the bidder for projects involving the trades, scope, or materials included in this bid. (The DISTRICT may undertake work of a similar scope to this unit price bid under separate contracts issued via separate public bids, quotations, etc. in accordance with public contract code criteria.)

(a) **Description of the Work:** The Work consists of any and all labor, materials, goods, supplies, equipment, tools, utilities, temporary facilities, transportation, delivery services, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily deliver and install portable buildings ordered by the District or by other public agencies, for lease or sale, that piggyback on the Contract as permitted by the Contract and applicable law. Without limiting the foregoing, the Work consists of any and all work and services required to provide each structure with the components and options selected by the purchaser, with all building systems complete and functioning as intended, and with each electrical, water, and, as applicable, other utility, communication and alarm system completed to one or more points of connection at the exterior of the buildings. (Exterior connections to the stubs for the utility, communication and alarm systems at the exterior of the buildings shall be by others.) The Bid Form-2, Attachment 1 item include the delivery and installation of each portable building. In addition, the Bid Form-2, Attachment 2 Pricing Matrix included in the Bid Documents describes the components and options that must be available to purchasers. The Bidder must specify the individual prices for ALL such buildings, components and options in the Pricing Matrix, to complete Bid Form-2 in order to be a responsive Bidder.

- (b) Eligibility to Bid: To be eligible to be awarded this bid, bidders must have been in business, and be able to demonstrate, a consistent and successful history of leasing, selling and maintaining an internal lease fleet of adequate size on a daily basis of DSA approved portable buildings to public school districts for the past three (3) years and the related ancillary work.

2. Project Scope. The word project shall refer to each and every separate purchase order issued during the term of the contract for the purposes of calculating bonding requirements, schedules, payments due, retention, etc. However, a project or purchase order scope will not necessarily be limited to work at a single site. The District also has prepared written requirements for materials, equipment, construction systems, quality, workmanship, services and other things to be furnished in connection with the work and the Project as listed in the Technical Specifications included in this Project Manual.

3. Project is a Public Work. Except as otherwise provided or permitted by law, the Project is a "public work" and "public project" within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable legal requirements. Therefore, to that extent the performance of the Work is subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder shall be deemed and construed to represent and warrant that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

4. Contract Period. The District anticipates that its Governing Board will award a contract for this bid on or before February, 2018. (This is subject to change at the sole discretion of the District.) The Contract Term is one initial three (3) year award, and may be extended for additional one (1) year periods in accordance with provisions contained in the Education Code. The prices set forth on Bid Form 2 (the Schedule of Unit Costs), which the District shall pay the successful bidder, are to remain firm for the first year. Adjustments, if approved by the District, for subsequent years will not exceed the percentage change in the Consumer Price Index (CPI-U) for the Los Angeles-Anaheim Riverside area for the year beginning January 2018 and ending January 2019, and for

each subsequent one year period (on the January to January time period) if this contract is renewed.

This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. The successful bidder is responsible for requesting all price increases in writing. (Price increases shall not be automatically made.) By submitting a bid, the successful bidder agrees that it is willing to provide such contract extensions under these terms if requested by the District, at District's sole discretion.

5. Contract Schedule. Work on each separate purchase order issued under this contract shall commence within one (1) calendar day of the date stated in the District's Notice to Proceed. Purchase orders may be issued anytime within the contract year to start work, but work does not necessarily have to be completed in the annual contract period.

6. Basis of Award. The District intends to award the Contract to responsible bidders who submit the lowest responsive bid(s), and whose bid(s), in the sole opinion of the District, best meets the Bid Specifications and requirements as outlined in the Project Documents, and provides the most responsive response. The method the District will use to determine the lowest bid will be the lowest aggregate total price of Base Bid Item on Attachment 1. . Notwithstanding this, Bidder will be required to list prices for all bid items listed on Attachments 1 and 2. Failure to fulfill this requirement may be cause for the District to reject the bid as non-responsive. Unbalanced bids, or bids perceived as intentionally meant to harm a competitor may also be cause for rejection as non-responsive.

- (a) The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process.
- (b) The District reserves the right to award a contract to bidders who can provide specified bonding, and otherwise fulfill the project requirements for each and every purchase order issued under this bid.
- (c) The District will make purchases, at their discretion, from any combination of bid items. The District is not required to purchase any of the items listed, or any combination of items from any bidder.
- (d) The work under this Contract shall include all labor, materials, equipment, taxes, disposal fees, appliances, freight, and transportation necessary for complete installation.

7. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form 1 (if applicable) and Bid Form 2: Schedule of Unit Costs including all attachments, and shall be completed in full. All bid items and statements shall be properly and legibly filled out. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. Unless expressly permitted by the Bid Documents, a bidder must not: (i) make any changes, additions or other modifications to the Bid Proposal Form or other documents to be submitted with the Bid Proposal Form; (ii) restate or recharacterize the Work in the bid; or (iii) make any alternative proposals not permitted by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

8. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Forms provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Chawanakee Unified School District main office at: 26065 Outback Industrial Way, O'Neals, CA 93645. All bids must be received on or before the bid deadline (Public Contract Code Section 20112.) The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

9. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than one hundred thousand dollars, (\$100,000.00) payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within seven (7) working days after notice of award of the contract, and will furnish prior to the execution of any qualifying purchase order, but no later than (5) five days after notification of award, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total quotation price on each and every separate purchase order issued for a project which includes materials only, or materials and installation, or labor, and which exceeds the amount of twenty-five thousand dollars (\$25,000.00) in cost, and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total quotation price on each and every separate purchase order issued for projects which include material only, or materials and installation, or labor, and which exceed the amount of twenty-five thousand dollars (\$25,000.00) in cost, all prior to execution of the purchase order for a qualifying project. In accordance with the Project documents and Civil Code Section

3248, the successful Bidder shall furnish certificates and endorsements evidencing that the required insurance is in effect. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

- (a) Note: Performance and Payment Bonds are included as an optional line item cost in the Unit Bid menu on Bid Form-2. They will only be required on projects where the District specifically chooses to include this coverage, and expressly includes the cost in any project purchase orders issued.

10. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

11. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICTS rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

12 Erasures, Inconsistent or Illegible Bids. The bid Submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

13 Bid Protests. Any bidder that has duly submitted a bid for the Work may protest the process used to seek bids for the Work, and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section (a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

- (a) Must be received by the District not later than 4:00 p.m. on the third business day following the opening of bids;
- (b) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- (c) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- (d) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;
- (e) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;
- (f) Must clearly identify and describe in detail all arguments by the protesting bidder in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and
- (g) Must be submitted with all documentation the protesting bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

CAUTION: Compliance with the foregoing Bid Protest requirements is mandatory. Each bidder that desires to protest must file its own Bid Protest in accordance with the foregoing requirements, and no bidder may rely on a Bid Protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting a bid, the bidding process and/or the intended award of the Contract, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from any such matter.

14. Examination of Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project.

15. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

16. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the quotation price on each and every separate purchase order issued for projects which include materials only, or materials and installation or labor, and which exceeds the amount of twenty-five thousand (\$25,000.00) in cost, in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the price quotation on each and every separate purchase order for a project which includes materials and any installation, or labor, and which exceeds the amount of twenty-five thousand dollars (\$25,000.00) in cost, in the form included in the Project Documents all prior to execution of the purchase order for a particular project, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at bidder's cost, as listed on Bid Form 2.

- (a) Note: Performance and Payment Bonds are included as an optional line item cost in the Unit Bid menu on Bid Form-2. They will only be required on projects where the District specifically chooses to include this coverage, and expressly includes the cost in any project purchase orders issued.

17. Piggybacking. The successful bidder's Contract with the District may be "piggybacked" by other public agencies. To the extent the Contractor is required to, or otherwise agrees to, permit "piggybacking" on the Contract by public agencies, the District shall have no liability whatsoever in connection with any orders submitted to the Contractor by such other public agencies and, in each case, any and all liabilities associated with a piggyback order shall be the sole responsibility of the Contractor and/or the public agency that submitted the order to the Contractor. The Contractor acknowledges that certain of the services required by the Contract constitute a public project or public work in accordance with applicable law and that other public agencies may not be authorized by applicable law to piggyback on the Contract in order to obtain such services. In each such case, the Contractor shall reasonably endeavor to advise the public agency accordingly. To the extent required pursuant to Section 8.15 of the General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, employees, or agents (each, not including the District, a "District Agent") with respect to any and all liabilities that arise from the piggybacking on the Contract by any public agency.

- (a) Contracts with Other Agencies/Rights to Order: Other public school DISTRICTS, community college DISTRICTs, and public agencies throughout the State of California including, but not necessarily limited to the attached list (Attachment#1), may lease or purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Chawanakee Unified School District waives its right to require other DISTRICTs to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payments directly to the successful bidder.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

(2) Telephone: _____ Fax No: _____
Electronic Mail: _____

(3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

(4) Bidder's License No. _____
License Expiration Date _____
Name of License Holder _____

(5) Have you ever been licensed under a different name of a different license number?
Yes _____ No _____ If "Yes," give name and license number.

(6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(7) Number of years as contractor in this type of construction work:

(8) Person who attended the mandatory pre-bid conference:
Name and Title: _____

(9) How many years' experience have you had in portable building school construction work under the jurisdiction of DSA?
1. As a general contractor? _____
2. As a subcontractor? _____

(10) How many years' experience have you had in public construction work?

1. As a general contractor? _____
2. As a subcontractor? _____

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes ___ No ___ If the answer is "Yes," give dates, names address of school/public agency and details.

(12) Have you ever been barred from bidding on any school or public construction project? Yes ___ No ___ If the answer is "Yes," give dates, names address of school/public agency and details.

(13) Have you ever defaulted on any school or public construction project that resulted in claim to a surety? Yes ___ No ___ If the answer is "Yes," give dates, names address of school/public agency and details.

(14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes ___ No ___ If the answer is "Yes," give dates, names address of school/public agency and details.

(15) Have you ever brought any claim(s) against a public agency? Yes ___ No ___ If the answer is “Yes,” give dates, names address of school/public agency and details.

(16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes ___ No ___ If the answer is “Yes,” give dates, names address of school/public agency and details.

(17) Have you been in litigation or arbitration or dispute of any kind on a question or questions, relating to public construction project during the past ten (10) years? Yes No If the answer is “Yes,” give dates, names address of school/public agency and details.

(18) List the names, addresses and telephone numbers of three Architects or engineers whose DSA regulated, Public construction jobs you have worked with in the past three (3) years.

<u>Individual</u>	<u>Company</u>	<u>Telephone</u>	<u>Email</u>

(19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Program Manager? Yes ____
No ____ If the answer is "Yes," please elaborate.

(20) List at least five (5) of your most recently completed school construction projects.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(21) List any other portable building projects for which you are currently under contract. (Provide additional sheets if needed.)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(22) List of References- DSA Approved Portable Building leased projects of similar nature in a school/community college/university within the last three (3) years. Leases must be in the name of the bidder. DISTRICT has discretion to require more than five (5) references.

1. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

2. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

3. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

4. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____

Telephone, and Email: _____

5. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

(23) List of References- DSA Approved Portable Building sale projects of similar nature in a school/community college/university within the last three (3) years. Sales must be in the name of the bidder. DISTRICT has discretion to require more than five (5) references.

1. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

2. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

3. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____

Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____
Telephone, and Email: _____

4. Name: _____
Address, Telephone, and Email: _____
Contact Person: _____
Description of Project: _____
Date of Commencement and Completion of Project: _____
Contract Amount: _____
Architect: _____
Architect's Company, Telephone, and Email: _____
DSA or public Agency Inspector: _____

(24) Approximate number of DSA floors in your companies owned lease fleet _____.

I certify and declare under penalty of Perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

Chawanakee Unified School District

Bid No. 11

BID FORM -1

2018 District Wide Requirement for Piggyback of DSA Approved Portable Buildings Including, Purchase, Lease, Relocation Dismantle & Removal Issued.

All items in Bid Form Attachment 1 and 2 shall be complete including applicable delivery, installation, and miscellaneous costs unless specifically excluded in written work scope item descriptions for selected items. Bidders must complete all items or the bid submitted may be declared non-responsive. The basis of award of the contract will be determined by the total bid amount including purchase, delivery and installation/set up of (1) newly manufactured Option A (Male/Female) temporary portable restroom upon an above grade DSA approved wood foundation.

To: Chawanakee Unified School District acting by and through its Governing Board, herein after called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents, including, but not limited to the Notice Calling for Bids, Information for Bidders, Special Provisions for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, Non-collusion Affidavit, Workers Compensation Certificate, Faithful Performance Bonds, Payment Bond, Disabled Veteran Business Enterprises Certification, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings and specifications hereby proposes and agrees to be bound by all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and transportations services necessary to perform the work and complete in a good workmanlike manner the work required in accordance with the laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

2018 District Wide Requirement for Piggyback of DSA Approved Portable Buildings Including, Purchase, Lease, Relocation Dismantle & Removal Issued.

Individual: Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership: Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s) _____

Corporation: Name: _____

Business Address: _____

Telephone: _____

Signed by: _____

Date: _____

Print Name: _____

Title: _____

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreements and bonds is duly authorized to do so.

Joint Venture: Name: _____

Signed by: _____, Joint Venture

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business As: _____

Business Address: _____

Telephone: _____

ADDENDUM BID FORM-2

Schedule of Unit Costs

Name of Bidder: _____

To: Chawanakee Unified School District, acting by and through its Governing Board, herein called the
"DISTRICT."

Project: _____

Project No.: _____

The District has asked Bidders to include unit prices on Attachments 1 & 2 for items that may be added to the scope of work in some of the individual projects executed under this contract. Bidders must complete all items, or the bid submitted may be declared non-responsive.

The Bidder further hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense inclusive in the line item bid cost any and all labor, materials, goods, supplies, equipment, tools, utilities, temporary facilities, transportation, delivery services, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily deliver and, if applicable, install portable buildings ordered by the District or by other public agencies that piggyback on the Contract as permitted by the Contract and applicable law, in exchange for payment of the total of the applicable component prices specified in the Pricing Matrix submitted with this bid.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render Service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder(prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) may list more than one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid. This includes the requirement to list "tier sub-contractors, or "subs of Subs."

Since this is a unit bid format with many line items, Bidders must list subcontractors for all items/trades included in the potential scope of the contract line items included on Attachment 2.

Note that per the Information for Bidders, the Bidder and all listed subcontractors must be registered with the Department of Industrial Relations (DIR) and be compliant with all program guidelines on prevailing wage submittals and monitoring activities.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontract listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Note A: As part of the bid submittal, this form shall include the complete trade, company name, and City of Office, for all listed subs, at minimum. Bidder agrees that within eight (8) hours of the bid opening, Bidder shall provide the DISTRICT with the license number, license - classification, expiration date of license, DIR Registration Number, complete address, telephone numbers, and email of each listed subcontractor if such information is not available at the time of bid opening.

Dated: _____

Name of Bidder /License#: _____

Address: _____

By: _____

(Signature of Bidder)

Telephone: _____

Printed Name: _____

Email: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____,
as Principal, and _____ as Surety, a California admitted surety insurer, are held and firmly bound unto the _____, hereinafter called the DISTRICT, in the sum of one hundred thousand dollars (\$100,000,00) estimated to be ten PERCENT (10%) OF THE LARGEST SINGLE PROJECT PURCHASE ORDER THAT MAYBE ISSUED BY THE DISTRICT on the Master Contract within any one contract year, of the Principal, submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for the 20____ District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. _____

NOW, 'THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five(5) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Guarantee, Tobacco Free Work Place Certification, Lead-Containing Materials and Notice Certification, Disabled Veterans Business Enterprise (DVBE) Certification within Five (5) days, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

Surely, 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 forbids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

in the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several

seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of Principal,
if Corporation)

Principal (Proper name of Bidder)

By: _____
Signature

(Corporate Seal of Surety)

Print Name

(Attached Attorney-in-Fact
Certificate and Required
Acknowledgements)

Title

Surety

By: _____

Title

Address

Telephone No.:

Facsimile No.

Contact Data for Local Agent:

By: _____

Signature

Print Name

Title

Address

Telephone No.:

FAITHFUL PERFORMANCE BOND
KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the _____ of _____, California (hereinafter referred to as "DISTRICT"), awarded to (hereinafter referred to as the "Contractor/Principal") the contract for the work described as 2016 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. _____.

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for \$ _____ which equals one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract for each and every purchase order over the amount of twenty-five thousand dollars (\$25,000.00) when the cost of the bond is specifically included in the scope and cost of the project on the line item included on the Bid Form-2 Quotation, executed against this unit price agreement, awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum there of shall remain in full force and

effect. The obligation of Surety here under shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

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

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal
By: _____
Signature

Print Name and Title

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Company)

This bid for 20 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) Approved Portable Buildings 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. 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, of 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 purposes.

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)

Signature

Print Name

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 st. seq.)

Bid No.: _____

Project: _____

Bidding Contractor ("Bidder"): _____

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

- (i) The undersigned is a duly-authorized representative of the Bidder and, in that capacity, has executed this certification on behalf of the Bidder; and
- (ii) The appropriate box is checked immediately below (check only one box), and the statement relating to the Bidder's status in regard to the Iran. Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) following such box is true and correct.

The Bidder is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the Bidder from the requirements of the Iran. Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The maximum total amount payable to the Bidder under each purchase order initiated under this Master Agreement in connection with the Project, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00)

Notice: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

Contractor/Company

By: _____
Signature of Contractor Representative

Print Name of Representative

Title

Date