

Agreement

THIS AGREEMENT, dated this **17th day of January, 2023** in the County of San Bernardino, State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter referred to as the "DISTRICT" and **Hertz Furniture Systems, LLC**, hereinafter referred to as the "VENDOR" or "VENDOR NAME"

WITNESSETH:

That the District and Vendor, for the consideration stated herein, agree as follows:

1. CONTRACT

The complete contract includes all bid documents, including the Notice Inviting Bid, Bid No. 22-17, all addenda, Vendor's bid submitted in response to Bid No. 22-17, any resultant purchase order(s), General Bid Instructions and Conditions, Specifications, Attachments, this Agreement, and all modifications and amendments thereto, by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. COMPENSATION

The DISTRICT shall pay the VENDOR, in accordance with the Vendor's Bid Discounts off Manufacturer List or Cost Plus per purchase – per the attached Catalog Discount.

3. CONTRACT TERM

The term of the contract is January 17, 2023 and shall continue through January 16, 2024, with the option to extend for four (4) additional one (1) year period in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. NOTICES

The Agreement number on the upper left side of this page and the purchase order number should always be referenced in any correspondence or invoices submitted pertaining to this Agreement to the District. The invoice shall describe in detail the items purchased and must include the purchase order number.

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

Vendor

Hertz Furniture Systems, LLC
Muttu Leiser
170 Williams Drive, Suite 201
Ramsey, NJ 07446
(800)526-4677

District

San Bernardino City USD
Lenore McCall, Manager
Purchasing Department
777 North F Street
San Bernardino, CA 92410
(909) 381-1133

5. **ENTIRE AGREEMENT**

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the project under this contract exists between the parties. This agreement can be modified only by written amendment, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

VENDOR

Signature: _____

Mutty Leiser

Print Name

Title: **VP Merchandising, Bids & Contracts**

Date: **1/18/2023**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Laura Cardenas

Director, Purchasing Department

Date: _____

Price Sheet

Discounts off Manufacturer List

Line Item	Description	PER	Manufacturer	Percentage
1	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Academia	66.3%
2	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	CEF	25.6%
3	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Diversified Spaces	52.5%
4	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Eurotech	53.9%
5	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Global Furniture	51.0%
6	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Global Furniture OTG	55.0%
7	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Marco Group	26.2%
8	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	MYTCOAT - Industry Standard	4.6%
9	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	NPS	48.6%
10	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	Palmer Hamilton	37.5%

Line Item	Description	PER	Manufacturer	Percentage
11	Provide the Manufacturer and Percentage off List Price in the next two columns	EA	ultraPLAY	1.0%

Other Cost

Line Item	Description	PER	Delivery	Unit Cost
1	*Labor and installation fees	EA	Delivery	\$67.50
2	*Shipping cost over 100 miles from distribution warehouse	EA	Delivery	\$0.00
3	*Other cost	EA	Delivery	\$0.00

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

777 N F Street

San Bernardino, CA 92410

Outdoor, Office and Classroom Furniture

BID NO. 22-17

AMENDMENT NO. 1

THE AGREEMENT entered into on the 17th day of January 2023, by and between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the "DISTRICT" with its principal place of business at 777 North F Street, San Bernardino, California, 92410, and **HERTZ FURNITURE SYSTEMS, LLC** hereinafter referred to as the "SUCCESSFUL BIDDER" with a principal place of business at 170 Williams Drive, Suite 201 Ramsey, NJ 07446 is amended as follows:

RECITALS

WHEREAS, the DISTRICT wishes to extend the agreement for Outdoor, Office and Classroom Furniture;

WHEREAS, the SUCCESSFUL BIDDER itself is, or those hired by the SUCCESSFUL BIDDER are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on an as needed basis;

NOW, THEREFORE, the DISTRICT and the SUCCESSFUL BIDDER mutually agree to amend this Agreement as follows:

I. TERM

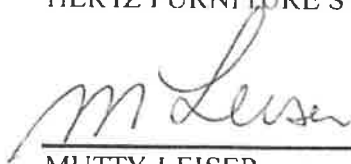
This Amendment No.1 extends the Agreement for a period of one (1) year, effective January 17th, 2024 through January 16th, 2025.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as set forth below.

HERTZ FURNITURE SYSTEMS, LLC

SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT



MUTTY LEISER
VP of Merchandising and Bids & Contracts,
Hertz Furniture Systems, LLC



LAURA CARDENAS
Director, Purchasing Department

Date: 12/6/2023

Date: _____

San Bernardino City Unified School District
777 N. F Street, San Bernardino, CA 92410
Fingerprint and criminal Background Check Certification

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code Section 45125.1 et seq.

With respect to the Agreement dated 1/17/2024 - 1/16/2025 between the San Bernardino City Unified School District "DISTRICT" and the individual, company, or contractor named Hertz Furniture Systems, LLC "VENDOR," for provision of Delivery and Installation of Outdoor, Office and Classroom Furniture services.

Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

- A) The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) Section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192(c).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Anthony Mendez Michael Gaspar Rosselin Flores Jose Madriz

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (PO) IS ISSUED TO THE VENDOR

--OR--

REQUEST FOR WAIVER:

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL THE DISTRICT APPROVES SUCH WAIVER AND A PURCHASE ORDER IS ISSUED.

- B) The VENDOR requests a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code Section 45125.1 et seq.
- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
 - The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves with others, and any other factors that substantiate limited contact.) [EC 45125.2(c)]
 - The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(A)]
--Check all methods to be used:
 - 1) installation of a physical barrier at the worksite to limit contact with pupils
 - 2) Continual supervision and monitoring of all employee of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ. Provide below the names of the employee(s) who will provide supervision and indicate method of security clearance and date security clearance obtained.

- 3) Surveillance of employees of the VENDOR by school personnel.

- The services provided by the VENDOR are for an 'EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(B)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

bbd730ca-2c30-4de3-a4a2-
df76931669e9

Digitally signed by bbd730ca-2c30-4de3-a4a2-df76931669e9
DN: cn = bbd730ca-2c30-4de3-a4a2-df76931669e9
Date: 2023.12.06 16:24:56 -0800

Mutty Leiser

VP Merchandising, Bid: 12/6/2023

Authorized VENDOR Signature

Printed Name

Title

Date

DISTRICT APPROVAL SHOWN BELOW IS REQUIRED

Office
use
only

WAIVER REQUEST:

APPROVED--

DENIED---

By:

Date

Assistant Superintendent, Human Resources Division OR Other Authorized District Agent

San Bernardino City Unified School District

777 North "F" Street
San Bernardino, CA 92410

Bid No. 22-17

Outdoor, Office and Classroom Furniture



PROPOSAL DUE DATE

November 9, 2022 AT 2:00 PM

SUBMIT ELECTRONIC RESPONSE TO
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
<https://procurement.opengov.com/portal/sbcusd>

Notice Inviting Bids

Bid No. 22-17

Outdoor, Office and Classroom Furniture

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District of San Bernardino County, State of California, acting through its Governing Board, hereafter referred to as the “District”, is soliciting electronic bid submittals through its OpenGov e-Procurement web portal in response to **Bid No. 22-17**, Outdoor, Office and Classroom Furniture. **Bids must be submitted electronically up to but not later than November 9, 2022 at 2:00 p.m.**, at <https://procurement.opengov.com/portal/sbcusd>

Bid forms on which the Bid must be presented, specifications, terms, conditions, and instructions required for responding may be secured at the District’s e-Procurement website at: <https://procurement.opengov.com/portal/sbcusd>.

Contract award is contingent upon availability of funds. Local, Minority and Disabled Veterans Businesses are specifically encouraged to respond. The District reserves the right to accept or reject any or all proposals, and to accept or reject any item, to withdraw a line item or entire Bid, and to waive any irregularities or informalities in the Bid document(s). The District may award any, all, or none of this Bid.

Buyer: Lenore McCall

1st Publication: October 21, 2022

2nd Publication: October 28, 2022

Request for Clarification: November 1, 2022 at 11:00 a.m.

Virtual Bid Opening: November 9, 2022 at 2:00 p.m.

<https://meet.google.com/bdw-hcpm-fyq?authuser=0>

Table of Contents

Notice Inviting Bids.....	2
Table of Contents	3
General Bid Instructions and Conditions.....	4
1.0 Introduction.....	4
2.0 Instructions to Bidders	4
3.0 Submission of Bids.....	4
4.0 General Conditions.....	5
5.0 Contract Terms and Conditions.....	9
Sample Contract.....	12
Bid Sheets	14
Noncollusion Affidavit.....	15
Vendor Application.....	16
W-9 Form.....	17
Equal Opportunity Certification	18
Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion	19
Vendor’s Certificate Regarding Workers’ Compensation	20
Education Department of General Administration Regulation (EDGAR).....	21
Fingerprint Certification Form and Certificate of – Upon Award	25

General Bid Instructions and Conditions

1.0 Introduction

- 1.1 **PURPOSE:** The San Bernardino City Unified School District (SBCUSD) is soliciting responses from qualified vendors for the provisioning of Outdoor, Office and Classroom Furniture. This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis.

2.0 Instructions to Bidders

- 2.1 **SUBMITTING BIDS:** All interested Vendors are invited to submit a Bid in accordance with the terms and conditions stated in the Bid documents. Bids must be electronically submitted up to but not later than the date and time indicated in the Notice Inviting Bids. A copy of the Bid documents can be downloaded by accessing the District's web site at <https://procurement.opengov.com/portal/sbcusd>. Vendors are required to register for an account via the District's e-Procurement Portal hosted by OpenGov.
- 2.2 **QUESTIONS:** Once Vendor has completed registration, you may receive addenda notifications by clicking the "Follow" button on this solicitation. All questions or requests for clarification regarding this bid are to be submitted via the OpenGov Question/Answer tab. Questions and/or requests for clarifications must be submitted no later than the date and time indicated in the Notice Inviting Bids to be considered. Addenda providing clarification or corrections will be done formally through posting on OpenGov. All followers of the bid will receive email notifications when questions/answers are posted or when addenda/notifications are uploaded. Ultimately, it is the sole responsibility of each proposer to periodically check the web site for any addenda postings. Acknowledgement of all addenda is a requirement on the website. Failure to acknowledge any addendum may result in rejection of the Bid. Contact with any other individual, other than a member of the District's Purchasing Department may be grounds for rejection. Any Bid may be withdrawn by the Vendor by selecting the "Unsubmit Proposal" button at any time prior to the scheduled closing time for receipt of bids. Proposers are advised that the District reserves the right to amend the Bid documents at any time. If a Vendor discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the Bid documents, proposer shall immediately notify the District via the OpenGov Question/Answer tab.

3.0 Submission of Bids

- 3.1 **BID DUE DATE & OPEN:** The bid must be received on or before the time indicated in the Notice Inviting Bids. System will not allow bids to be uploaded after the closing date and time. A Virtual Bid opening will be conducted on the Bid due date through the link provided in the Notice Inviting Bids.
- 3.2 It is the Vendor's sole responsibility to ensure they have given themselves enough time to upload all required documents and answer all questions prior to the closing date and time of the Bid. Should the time expire prior to the completion of the submittal, the bid will not be accepted.

Should issues arise during the online submittal, it is imperative that the Vendor utilize the blue chat icon on the lower right-hand side of the OpenGov website. The chat icon is located on every page visited on the OpenGov website. Do not wait until the last minute to submit or ask for assistance, as staff may not be readily available.

- 3.3 **BID SUBMISSION:** By submitting an online bid, vendor warrants that the individual is duly authorized to sign or enter into a contract on behalf of the Vendor.

- 3.4 **BID AWARD:** Award will be made to the lowest responsive/responsible bidder(s) meeting District specifications and requirements. This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis. This bid implies no obligation to buy. The District reserves the right to refrain the award of this bid. The District reserves the right to award to one, or to multiple vendors, and may award any, all or none of this bid. In addition, the District may award all of the bid and refrain from entering into an agreement or placing orders for any or all of the items awarded. THERE SHALL BE NO MINIMUM OR MAXIMUM CONTRACT OR PURCHASE ORDER QUANTITIES. The award is subject to acceptance by the District's Board of Education. The District reserves the right to reject all bids and not award a contract.

The District reserves the right to purchase more than, less than, reject any or all bids or to waive any irregularities or informalities in any bids, or in the bidding.

- 3.5 **BID MODIFICATIONS/QUALIFICATIONS BY BIDDER:** The full and complete bid response requirement shall remain constant regardless of any other products and services, or approach to the solution the bidder may offer in the bid response.

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

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

4.0 General Conditions

- 4.1 **ACCEPTANCE:** The Board will not be responsible for errors in extensions. The right is reserved to reject any and all bids or portions of bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. ***This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis.***
- 4.2 **TIE BIDS:** In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.
- 4.3 **FAILURE TO PROVIDE REQUESTED INFORMATION:** Failure of a bidder to provide any required documentation or information requested in this package may result in the rejection of their bid.
- 4.4 **BID EVALUATION CLARIFICATION:** The District reserves the right to obtain clarification of any point in a bidder's submittal or to obtain additional information. The District reserves the right to conduct on District site, telephone or email, conversations with the bidders to clarify bid proposals and other documents, ask questions or obtain additional information. The bidder's inability to respond to this request may be cause for disqualification of their bid.
- 4.5 **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions. The bidder may offer any materials or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample, or description, before closing time of bid. Samples may be required of the lowest bidders at no cost to the District.

- 4.6 QUALITY: All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All items shall be new unless otherwise specified.
- 4.7 DEFECTS AND COMPLIANCE: Bidders shall guarantee all items purchased under this bid to be in compliance with the bid specifications and shall be free of defects. Should any problems arise due to defective material(s) or faulty workmanship, or if the product is not in compliance with bid specifications and requirements, the vendor shall replace the product at no charge.
- 4.8 PREVAILING WAGES: The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the Vendor or the District determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the Vendor at that time.
- 4.9 DELIVERY: Upon placement of a purchase order, the successful bidder shall deliver materials within a thirty (30) calendar days' maximum period unless other delivery times or arrangements have been agreed to by the District and vendor.

Items shall be required to be delivered to the San Bernardino City Unified School District Warehouse, 871 North J Street, San Bernardino, California, 92411, unless otherwise indicated on the purchase order.

All items are F.O.B Destination, no freight/shipping charges. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder. Awarded Vendor shall deliver and install all outdoor, office and classroom furniture, accessories, and sundries at no charge to the District. Any additional installation charges (i.e., star carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid by the District.

All products and services are subject to final inspection and acceptance by the District. Such final inspection shall be made within a reasonable time after delivery.

Pick-up and delivery shall be made between 7:30 a.m. and 3:00 p.m. weekdays, unless other delivery times are agreed to by the District and the vendor.

- 4.10 UNFORESEEN CONDITIONS STORAGE: After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). The District asks for the option to store the order in VENDORS bonded, insured warehouse facility no longer than 60 days.
- 4.11 REFUSE/DUNNAGE REMOVAL: No additional charges will be allowed for refuse/dunnage removal during delivery. Vendor will be responsible for removing cardboard, packing materials, pallets, etc., offsite at no additional cost to the District.
- 4.12 SALES TAX AND ENVIRONMENTAL FEES: (A) Do not include California State Sales Tax in bid. Said tax will be added to the invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in the bid. The District is not subject to the same.

- 4.13 INTERPRETATIONS OF BID DOCUMENTS: All interpretations of the bid conditions and/or specifications shall be made through addendum. The District shall not be responsible for any other explanation or interpretation of the bid document.
- 4.14 LEGAL REQUIREMENTS: All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
- 4.15 REJECTION OF BIDS: The District reserves the right to accept or reject any or all bids or portions of bids, to waive any irregularities or informalities in any bid or in the bidding.
- 4.16 COMMUNICATION OF AWARD: Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.
- 4.17 SAFETY REGULATIONS: All items furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Health Codes of the State of California.
- 4.18 AFFIRMATIVE ACTION: The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

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

Complete the certification upload it with your bid submittal.

- 4.19 ALTERNATE SOURCES: Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent material or service from other sources, when deemed to be in the best interest of the District.
- 4.20 BID SHEET: This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis and shall be delivered F.O.B. Destination.
- 4.21 SPECIFICATIONS: The District shall be the sole judge as to whether items bid are equal to the District specifications and whether the successful bidder meets the Districts requirements and specifications.

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

- 4.22 BID QUANTITIES: The District reserves the right to order as needed using discounts/cost plus throughout the term of the agreement.
- 4.23 FUNDS: Purchase is contingent upon availability of funds.
- 4.24 INVOICES: Invoices must be clearly itemized, including the list price and discount unit cost or cost plus unit price and purchase order number prior to emailing to APinvoices@sbcusd.k12.ca.us

Invoices determined to be incorrect shall be returned and not paid until a credit for the invoice or a corrected invoice is supplied. Payment will be made within thirty (30) days of receipt of correct invoices and merchandise.

4.25 ADDENDUM: If it becomes necessary to revise any part of this bid, an addendum will be posted online through OpenGov Procurement. The addendum must be acknowledged through OpenGov. Request for clarification/information must be online through OpenGov Procurement, not later than 11:00 a.m., November 1, 2022. Any clarifications or corrections to this bid shall be answered and/or made by an addendum and posted through OpenGov Procurement. Each Bidder is solely responsible for checking the website for addendum postings.

4.26 BID WITHDRAWAL: Any bid may be withdrawn by the bidder by selecting the “Unsubmit Proposal” button at any time prior to the scheduled closing time for receipt of bids.

No bidder may withdraw their bid for a period of sixty (60) days from the bid opening.

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

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

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

4.28 COVENANT AGAINST GRATUITIES: The Bidder warrants by submitting a bid that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items or service which the Bidder agreed to supply shall be borne and paid for by the Bidder. The right and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

4.29 EXAMINATION AND AUDIT: The District reserves the right, at all times, to inspect any of the work, including reviewing the Bidder’s records as well as observing work performance to determine the Bidder’s conformance with the agreement.

Any failure of the District during the progress of the work to discover work not in accordance with the agreement shall not be deemed an acceptance thereof, nor a waiver of defects therein; and no payments by the District shall be construed to be an acceptance of work which is not strictly in accordance with the terms and conditions of this Agreement.

4.30 AUDIT RECORDS: The Bidder shall keep, in accordance with Generally Accepted Accounting Principles, books, statements, accounts and records pertaining to this Agreement. The vendor will preserve the books, statements, accounts and records for a period of three (3) years after the last day of the transition period following the expiration or termination of this Agreement.

- 4.31 VENDOR APPLICATION: Each Vendor shall be required to complete and upload the Vendor Application included in this Bid.
- 4.32 REFERENCES: Each bidder shall include with their bid a list of businesses including other school districts, if any, for which they have provided the same products and/or services as required herein.
- 4.33 EXPERIENCE: The bidder, by submitting a bid, indicates that he has the ability to fulfill the terms and conditions of the bid and has been successful in supplying the products and/or services associated with this bid for a period of at least five (5) years.
- 4.34 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR: Vendors must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the vendor named in the bidding documents. If vendor is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The District reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.
- 4.35 DEBARMENT, SUSPENSION & EXCLUSION: The successful bidder shall certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment; declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contract and subcontracts. Were the bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal. (See Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.)
- 4.36 PIGGBACKABLE BID: In accordance with Public Contract Code Section §20118, other school districts in the State of California may purchase under the same terms and conditions of this bid if it is determined to be in their best interest. If so, the San Bernardino City Unified School District waives its right and prefers that each school district work directly with the successful bidder. Sales to the other district will be made at the discretion of the successful bidder.
- 4.37 DISTRICT CONTACT: All contact with the District regarding this bid shall be made via OpenGov.

5.0 Contract Terms and Conditions

- 5.1 CONTRACT TYPE: This is a contract for percentage off current manufacturer's list price and/or cost plus pricing percentage with items to be ordered on an as needed basis. The initial contract term shall be for approximately (12) twelve months from board approval. The District reserves the right to award all, part or none of this bid. Percentages to remain firm throughout any contract term or extension.
- 5.2 CONTRACT TERM: The contract will begin upon board approval or on or about December 2022.
- 5.3 BID EXTENSION: The District reserves the right to extend the Bid on a year to year basis, not to exceed five (5) years (including the first year) at the discretion of the District, if it is in the best interest of the District.

5.4 PERMITS AND LICENSES – Vendors are required to hold valid business and professional licenses that may be required by the State of California, County of San Bernardino and Cities of San Bernardino and Highland, including, but not limited to a City of San Bernardino business license as required by the City Clerk’s office, for the performing of the work and pay all fees relating thereto, and all costs and expenses incurred on account thereof, and deliver certificates of same to the District. It is the Vendor’s sole responsibility to ensure such permits or licenses shall remain in full force throughout the duration of the contract with the District.

5.5 FINGERPRINTING – This RFP and any resultant contract award are subject to the provisions of Education Code Section 45125.1. Upon contract award, the successful Bidder will be required to comply with these fingerprint requirements. Bidder’s employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any school site. The successful Bidder will be required to return the Fingerprint and Criminal Background Check Certification form included in this RFP document to the District certifying all its employees have been cleared by the Department of Justice prior to commencing any contract work.

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

Prior to commencement of services by a vendor’s employee, awarded vendor shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of any employee from any District site at any time. Failure to comply with this provision may result in contract termination.

5.6 INSURANCE - Throughout the life of the Contract, Vendor shall pay for and maintain in full force and affect the following policies of insurance:

- a. COMMERCIAL OR COMPREHENSIVE AND GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001).
- b. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for “anyauto” with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
- c. PROFESSIONAL ERRORS AND OMISSIONS not less than \$1,000,000 perClaim/\$2,000,000 Aggregate. (5-year discovery and reporting tail period coverage). Certificate of Insurance only required.

5.7 WORKERS’ COMPENSATION as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

- a. All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

- 5.8 BID PROTEST: Vendors may protest a contract award if he/she believes that the award was inconsistent with Board policy or the bid/RFP specifications or was not in compliance with law. The protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.
- 5.9 NON-EXCLUSIVE AGREEMENT: This agreement is non-exclusive. The District retains the right to perform its own work or contract with other firms engaged in the same or similar type of work as defined in these documents at any time during the life of the contract.
- 5.10 EXAMINATION OF BID SPECIFICATIONS AND CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with any drawings and/or specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other documents. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- 5.11 DISTRICT'S RIGHT TO TERMINATE:

Default - In addition to any other rights of termination or any other remedies available at law or in equity, including but not limited to, liquidated damages, if District determines that a default or violation under the contract has occurred, it shall provide written notice to the Vendor describing the default or violation and it shall require the default or violation to be cured within five (5) business days. If the default or violation is not cured within that five (5) day period, the District may exercise its right to terminate the contract. In the event of a termination, District shall send a notice of termination in any manner acceptable as described in Notices, to the Vendor declaring the contract to be terminated as of the date provided in the notice.

Unsatisfactory Performance - If, at any time during the performance of the contract it is determined that Vendor's Services are unsatisfactory, the District shall provide written notice to the Vendor describing the unsatisfactory performance and a reasonable cure period. If the performance remains unsatisfactory at the end of the cure period, the District shall provide notice to the Vendor and the District shall have the right to terminate the contract as may be stated in the notice. In the event of a termination, the District is obligated to make payments only for services rendered up to the notice of termination.

Convenience - In addition to any other termination conditions, the District may terminate this contract, in whole or in part, for any reason whatsoever. The District will give 90 days' advance written notice.

Payment & Remedies - At the time of termination, payment of invoices for products and services already received and approved in accordance with the RFP documents shall be the responsibility of the District. The District shall not be responsible for any loss of profits resulting from the cancellation. There shall be no early termination fee charged to the District.

- 5.12 CONTRACT DOCUMENT: Upon award of the bid, the successful bidder will be required to enter into a written Agreement with the District. A copy of the agreement is provided in these bid documents. By submitting a bid, the Vendor is agreeing to all Bid documents, including but not limited to the agreement, conditions, instructions, specifications and terms as contained herein.

Sample Contract

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2022 in the County of San Bernardino, State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter referred to as the "DISTRICT" and **VENDOR NAME** hereinafter referred to as the "VENDOR" or "VENDOR NAME"

WITNESSETH:

That the District and Vendor, for the consideration stated herein, agree as follows:

1. CONTRACT

The complete contract includes all bid documents, including the Notice Inviting Bid, Bid No. 22-17, all addenda, Vendor's bid submitted in response to Bid No. 22-17, any resultant purchase order(s), General Bid Instructions and Conditions, Specifications, Attachments, this Agreement, and all modifications and amendments thereto, by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. COMPENSATION

The DISTRICT shall pay the VENDOR, in accordance with the Vendor's Bid Discounts off Manufacturer List or Cost Plus per purchase – per the attached Bid Sheets Catalog Discount Dated _____.

3. CONTRACT TERM

The term of the contract is _____, 2022 and shall continue through _____, 2023, with the option to extend for four (4) additional one (1) year period in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. NOTICES

The Agreement number on the upper left side of this page and the purchase order number should always be referenced in any correspondence or invoices submitted pertaining to this Agreement to the District. The invoice shall describe in detail the items purchased and must include the purchase order number.

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

Vendor

District

San Bernardino City USD
Lenore McCall, Buyer
Purchasing Department
777 North F Street
San Bernardino, CA 92410
(909) 381-1129

5. ENTIRE AGREEMENT

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the project under this contract exists between the parties. This agreement can be modified only by written amendment, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

VENDOR

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Signature:

Laura Cardenas
Director, Purchasing Department

Print Name

Title: _____

Date: _____

Date: _____

Bid Sheets – Catalog Discount

Note: The following bid pricing sheets are for informational purposes only: All pricing tables should be completed online through the OpenGov e-procurement portal.

This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis

Manufacturer and Percentage off List

Please Provide the Manufacturer and Percentage off List Price in the next two columns (Vendors may upload additional pages for Manufacturer's and Discounts in the Vendor Submissions Section)

Line Item	Description	PER	Manufacturer	Percentage
1	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
2	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
3	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
4	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
5	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
6	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
7	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
8	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
9	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
10	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		

Manufacturer and Cost Plus Pricing Percentage

Please Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns (Vendors may upload additional pages for Manufactures and Discounts in the Vendor Submissions Section)

Line Item	Description	PER	Manufacturer	Percentage
1	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
2	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
3	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
4	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
5	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
6	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
7	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
8	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
9	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
10	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		

Other Cost

*A response is required even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk

Line Item	Description	PER	Delivery	Unit Cost
1	*Labor and installation fees	EA	Delivery	
2	*Shipping cost over 100 miles from distribution warehouse	EA	Delivery	
3	*Other cost	EA	Delivery	

Noncollusion Affidavit

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN BERNARDINO)

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed Name)

State of California

County of _____

Notarization is not mandatory

Vendor Application

San Bernardino City Unified School District
 Purchasing Department
 777 N. "F" Street, San Bernardino, CA 92410

Business Name: _____

*Business License Number: _____ Expiration Date: _____

Representative Name: _____ Title _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

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

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

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

Authorized Vendor Representative Signature _____ **Date** _____

Name _____ **Title** _____

W-9 Form

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>
--	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

	-		-	
--	---	--	---	--

or

Employer identification number

	-	
--	---	--

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Equal Opportunity Certification

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

Company _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____ Number of employees _____

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

Minority Owned _____ Woman Owned _____ Disadvantaged _____ Disabled Veteran Owned _____

None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated: _____

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

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

Signature _____

Printed Name _____

Title _____

Date _____

**Certification Regarding Debarment, Suspension,
Ineligibility And Voluntary Exclusion**

FAR Subpart 9.4—Debarment, Suspension, and Ineligibility

I am aware of and hereby certify that neither _____ nor its principals are presently
Name of Bidder

debarred, suspended, proposed for debarment its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named bidder on the _____ day of _____ 20____ for the purposes of submission of this Bid.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ 20____ for the purposes of award of this contract.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

VENDOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

Signature

Print Name & Title

Date

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

Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process. San Bernardino City Unified School District is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

BREACH OF CONTRACT BY EITHER PARTIES

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

TERMINATION FOR CAUSE OR FOR CONVENIENCE

- (B) **Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino City Unified School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino City Unified School District believes, in its sole discretion that it is in the best interest of San Bernardino City Unified School District to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino City Unified School District as of the termination date if the contract is terminated for convenience of San Bernardino City Unified School District. Any award under this procurement process is not exclusive and San Bernardino City Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino City Unified School District.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CLEAN AIR ACT (42 U.S.C.7401-7671q.)

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

DEBARMENT AND SUSPENSION

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino City Unified School District, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino City Unified School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTSPAID FOR
WITH FEDERAL FUNDS – 2 CFR §**

When federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY
POLICY AND CONSERVATION ACT**

When federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone Number: _____ **Fax #:** _____
Email Address: _____
Printed Name of Authorized Representative: _____
Signature of Authorized Representative: _____ **Date:** _____

Fingerprint and Criminal Background Check Certification

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.0 et seq.

With respect to the Agreement dated _____, between the San Bernardino City Unified School District "DISTRICT" and the individual, company, or contractor named _____ "VENDOR" for provision of _____ services.

Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

- A) The VENDOR hereby certified to the DISTRICT's governing board that it has completed the criminal background check requirements of the Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7 (c).
List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

~OR~

REQUEST FOR WAIVER:

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.

- B) The VENDOR requests a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by the Education Code section 45125.1 et seq.
 - The VENDOR and its, employees will have NO CONTACT with pupils. (No school-site services will be provided.)
 - The VENDOR and its, employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
 - The VENDOR and its, employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
 - CHECK ALL METHODS TO BE USED:**
 - 1) Installation of a physical barrier at the work site to limit contact with pupils
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ. Provide below the names of the employee(s) who will provide supervision and indicate method of security clearance and date security clearance was obtained.
 - 3) Surveillance of employees of the VENDOR by school personnel
 - The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(B)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature _____ Printed Name _____ Title _____ Date _____

DISTRICT APPROVAL SHOWN BELOW IS REQUIRED:

<i>Office Use Only</i>	WAIVER REQUEST:	APPROVED--- <input type="checkbox"/>	DENIED--- <input type="checkbox"/>
	By: _____ Assistant Superintendent, Human Resources Division OR Officer Authorized District Agent	Date: _____	