

**RFP # 0830-8030
REQUEST FOR PROPOSALS
FOR
CLASSROOM FURNITURE**

Date of Issuance: April 24, 2021

**LODI UNIFIED SCHOOL DISTRICT
880 N. Guild Ave.
Lodi, CA 95240**

LODI UNIFIED SCHOOL DISTRICT

RFP # 0830.8030

REQUEST FOR PROPOSALS FOR CLASSROOM FURNITURE

NOTICE OF REQUEST FOR PROPOSALS

The Lodi Unified School District ("District") is requesting proposals for the supply and furnishing of classroom furniture via a viable exception to bidding purchasing option.

Each proposal must conform and be responsive to the requirements of this Request for Proposals ("RFP"), a copy of which is now at the following:

- District website at: <https://www.lodiusd.net/district/departments/business-services/facilities-and-planning/fp-projects>

Respondents to this RFP should mail or deliver their sealed proposals in an envelope marked with the RFP Number and addressed to:

Lodi Unified School District
Attn: Vickie Brum (Facilities & Planning)
880 N. Guild Street
Lodi, CA 95240

ALL SUBMITTALS ARE DUE NO LATER THAN 4:00 P.M., ON FRIDAY, JUNE 4, 2021. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.

Submit all questions regarding this RFP in writing to:

VICKIE BRUM
Via email to: rfpquestion@lodiusd.net

Questions must be received by May 7, 2021, at 4:00 p.m. All answers, along with any addenda, will be posted on the District website by 4:00 p.m. on May 14, 2021.

The District reserves the right to reject any and all submittals. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals.

Thank you for your interest.

REQUEST FOR PROPOSALS FOR CLASSROOM FURNITURE

A. INTRODUCTION

Lodi Unified School District ("District") serves approximately 31,654 students at thirty-four elementary schools, five middle schools, five high schools, three K-12 schools, one special education school, two continuation high schools, three alternative schools, a community day school, and an adult education program.

The District is requesting proposals from qualified classroom furniture firms/vendors to provide classroom furniture for 3,000 students in 100 classrooms ("Furniture") for the District via a viable exception to bidding purchasing option.

For this Request for Proposals ("RFP"), the District is specifically seeking proposals from those vendors and suppliers who have active, approved contracts with the following: (i) State of California Leveraged Procurement Agreements ("LPA") (CMAS, WSCA-NASPO, CALNET, etc.), (ii) Piggyback (PEPPM, CalSave, etc.), or (iii) Joint Powers Agreement ("JPA") cooperative purchasing option (Sourcewell (formerly known as National Joint Powers Alliance (NJPA)), OMNIA Partners (formerly known as the National Intergovernmental Purchasing Alliance (NIPA)), etc.) for the Furniture.

B. SCOPE OF WORK

The District's desired inventory items and quantities are generally set forth in the inventory list attached to this RFP at **Attachment "A."** The final scope of District's inventory list will be incorporated into the District's form of agreement ("Agreement") once the District has selected a proposer and completed its due diligence with regard to the selected exception to bidding purchasing option. The District's form of Agreement is distributed with this RFP as **Attachment "B."**

C. PROPOSAL SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

- 1.** The proposer shall submit its response in one (1) paper bound original, one (1) unbound original, and one (1) electronic copy on permanent media in write-protected PDF format. The District may reproduce additional copies as required.
- 2.** District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
- 3.** Proposals shall be enclosed in a sealed envelope bearing the RFP name, RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to:

Lodi Unified School District
880 N Guild Ave.
Lodi, CA 95240
ATTN: Vickie Brum

- 4.** Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable state law.

5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must comply with the following format requirements.
 - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Proposer's name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of the Section Contents (e.g., first tab would be labeled "Transmittal/Cover Letter").
 - b. The unbound copy shall be marked "Copy for Reproduction" and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.
 - c. The electronic copy will only be accepted via flash drive or CD in either Microsoft Office Suite or PDF.
7. Proposers must execute and submit the **Non-Collusion Declaration** attached to this RFP.

D. CONTENT REQUIREMENTS

The following table describes the required format and content for the proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs and requirements.
- Clearly identify the individual(s) who are authorized to speak for the proposer during the evaluation process.
- Proposer **must** include one (1) of the follow statements:

*"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as **Attachment "B"** to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnification and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."*

OR

*"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as **Attachment "B"** to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnification and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."*

- Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Proposer shall certify that no official or employee of the proposer has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: *"By virtue of submission of this proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.

3. RELEVANT EXPERIENCE

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Beginning and end dates of contract.
 - Main program elements.
 - Original budget, proposal amount & final amount at contract signing.
 - Briefly state relevance of projects included for consideration in this RFP.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Key individuals of the firm involved and their roles in the project.
 - Any sub-consultants that worked with the firm.

4. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposal failing to provide the requested information on lawsuits or litigation, and responses that assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

5. PROPOSAL

Proposals shall include:

- The proposed Furniture solution to the District based on the inventory list attached hereto as **Attachment "A."**
- The original authorizing bid and contract documents demonstrating selection and award of a current, active LPA, Piggyback, or JPA contract, including the pricing list(s).
- Pricing quotes, which are the same as or less than those prices approved and authorized under the LPA, Piggyback, or JPA contract.
- The base proposal quote for each component shall include all materials, sales tax, delivery, and labor to successfully provide the District's requested inventory by its requested time.
- Respondent may be asked to provide itemized details on its pricing for the District.

E. SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

A selection committee will evaluate all submissions. Based upon the information presented in the submissions, the District's selection committee will request the most highly qualified firms to participate in a mandatory interview process.

1. The interview will be an opportunity for the proposer to present on the proposed Furniture solution and for the District's selection committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. **Any comments or objections to the District's form of Agreement attached to this RFP as Attachment "B" may be the subject of inquiry at the interview.** Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The District may disqualify any proposer for any reason without explanation.
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response;
 - b. Information provided by the proposer in response to District clarification questions;
 - c. Information provided by the proposer during the interview;
 - d. Information from reference checks;
 - e. Experience and performance history of the firm with similar services;
 - f. Experience and results of proposed personnel;
 - g. On-time delivery track record;

- h. Value of services under proposed fees; and
 - i. Overall responsiveness of the proposal.
4. The quality of the response(s) will be evaluated using the following criteria:
- a. Completeness
 - b. Thoroughness
 - c. Accuracy
 - d. Compliance with proposal instructions
 - e. Organization and conciseness of descriptive text material
5. RFP proposals will be rated on the following:
- a. Overall Pricing
 - b. Experience, Qualifications, and Knowledge
 - c. Proposed Products and Related Pricing
 - d. References
6. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a proposer submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

District reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers. The District reserves the right to award all, part, or none of the scope described in this RFP. The District reserves the right to contract with any entity responding to this RFP for all or any portion of the scope described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP, including any supporting materials.

F. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The selection of a proposer, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful proposer have completed negotiations and entered into an agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the proposer or any other party as a result of any public disclosure of any proposal.

G. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), and Disabled Veterans Business Enterprises (“DVBE”) shall be afforded full opportunity to submit proposals in response to this RFP. No proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

H. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact any member of the District’s Governing Board, selection/evaluation committee members (if applicable), or any member of the District’s Citizens’ Oversight Committee to discuss this RFP, the evaluation/selection process, or the award of the contract. Any such contact shall be grounds for the disqualification of the proposer.

I. MODIFICATIONS

Changes in or additions to the proposal, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the District’s rejection of the proposal as not being responsive to the invitation to propose. No oral or telephonic modification of any proposal submitted will be considered.

J. EXAMINATION OF RFP DOCUMENTS

Proposers shall thoroughly examine and be familiar with this entire RFP packet. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document shall in no way relieve any proposer from obligations with respect to its proposal or to the contract.

Each proposer, by submitting a proposal, represents that proposer has read and understands the RFP requirements, the Agreement, and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

K. DISTRICT REQUIREMENTS

The successful proposer to whom a contract is awarded shall execute and submit the following documents by 5:00 p.m. of the seventh (7th) day following the date of Board approval of the award of contract. Failure to properly timely submit these documents may entitle the District to reject the proposal as being non-responsive.

Required Documentation:

- 1. Agreement** (Form is attached at **Attachment “B”** to this RFP.)

2. **Performance Bond** (100% - on the form provided by the District, attached to the Agreement, fully executed as indicated on the form.)
3. **Payment Bond** (100% - Contractor's Labor and Material Bond – on the form provided by the District, fully executed as indicated on the form.)
4. **Insurance Certificates and Endorsements** (Minimum requirements are set forth in the form of Agreement.)
5. **Prevailing Wage Certification** (Form is attached to the Agreement.)
6. **Workers' Compensation Certification** (Form is attached to the Agreement.)
7. **Fingerprinting/Criminal Background Investigation Certification.** (Form is attached to the Agreement.)
8. **Drug-Free Workplace Certification** (Form is attached to the Agreement.)
9. **Tobacco-Free Environment Certification** (Form is attached to the Agreement.) In order to create a clean healthy environment for students and employees, the District has prohibited the use of tobacco or cannabis products on District sites. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Education Code 48901).

L. RFP SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT
April 24, 2021	DISTRICT ISSUES RFP.
May 7, 2021, by 4:00 p.m.	DEADLINE TO SUBMIT WRITTEN QUESTIONS TO DISTRICT.
May 14, 2021, by 4:00 p.m.	DEADLINE FOR DISTRICT TO POST ANSWERS TO QUESTIONS, AND ANY ADDENDA.
June 4, 2021, by 4:00 p.m.	DEADLINE TO SUBMIT PROPOSAL.
Week of June 14, 2021	EVALUATION PERIOD AND INTERVIEWS
June 22, 2021, by COB	NOTIFICATION TO SELECTED VENDOR.
Board Meeting on July 13, 2021	BOARD AWARD AND APPROVAL OF CONTRACT.

WE THANK YOU FOR YOUR INTEREST.

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)

PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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

Any person executing this declaration on behalf of a proposer 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 proposer.

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

Date: _____

Proposer Proper Name: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "B"

(See attached form of Agreement)



PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2021, by and between the Lodi Unified School District, ("District") and _____ ("Vendor"), (together, "Parties") in order to incorporate the [insert LPA, Piggyback, or JPA contract number], as follows:

RECITALS

WHEREAS, the District wishes to procure classroom furniture for use in ninety-nine (99) classrooms across three (3) District schools from Vendor in a cost-effective manner;

WHEREAS, the District wishes to avail itself of the benefits and protections of [the LPA, Piggyback, or JPA] ("____ Contract"); and

WHEREAS, Vendor wishes to contract to provide the District with the Furniture (as defined below) that it needs and is willing to provide the same pursuant to the [insert LPA, Piggyback or JPA] Contract requirements, and this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. **Contract Terms.**

1.1. This Agreement fully incorporates by this reference the [insert LPA, Piggyback or JPA] Contract, attached hereto as **Exhibit "A"**, and all of its amendments, supplements, attachments, forms, and riders, including, but not limited to, the following: ____.

1.2. To the extent any term or condition of this Agreement is inconsistent with [insert LPA, Piggyback or JPA] Contract, those terms and conditions shall control, except for the delivery, installation, and payment provisions in this Agreement, which shall control over all other contradictory delivery, installation or payment provisions in the [insert LPA, Piggyback or JPA] Contract.

2. **Product and Price.**

2.1. Vendor hereby agrees to sell, supply, and deliver to and install classroom furniture, as more specifically identified in the proposal ("Furniture"), dated June 4, 2021, attached hereto as **Exhibit "B"** and incorporated herein by this reference.

2.2. Vendor hereby acknowledges and certifies that the prices indicated in **Exhibit "B"** are equal to or less than the prices for identical items under the [insert LPA, Piggyback or JPA] Contract.

3. Delivery.
 - 3.1. Vendor shall deliver and install the Furniture identified in **Exhibit "B"** to the District according to a schedule to be agreed to by the Parties.
 - 3.2. Shipping (F.O.B. Destination) is included in the Purchase Price.
4. Payment Schedule.
 - 4.1. The total not-to-exceed price for the Furniture, including installation, shall be _____ Dollars (\$_____). ("Purchase Price"). The Purchase Price consists of the cost of all fully-installed Furniture, including, without limitation, shipping, and taxes according to the [insert LPA, Piggyback or JPA] Contract.
 - 4.2. Payment shall be made within _____ (___) days of (i) acceptance of the Furniture, or (ii) receipt of an undisputed invoice, whichever is later.
5. Labor Compliance. Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 5.1. Registration. Vendor and its subcontractor(s) for all tiers shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 5.2. Certified Payroll Records. Vendor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor and/or each subcontractor in connection with the Work.
 - 5.3. Labor Compliance. Vendor shall perform the work related to the installation of the Equipment while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

- 5.4. Within 30 days of the award of contract or prior to commencing the installation of the Equipment under this Contract, whichever occurs first, Vendor shall provide District with all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Vendor and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form).
6. Disputes. **Attachment 1** to this Agreement, setting forth the Public Contract Code sections 9204 and 20104 through 20104.6, is incorporated herein by this reference.
7. Payment Bond and Performance Bond. Vendor shall not make any deliveries until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Quoted Price(s), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. Copies of the forms of Payment Bond and Performance Bond are attached to the Agreement and incorporated herein by this reference.
8. Insurance.
- 8.1. Vendor shall procure and maintain at all times it performs any portion of the services under the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 5,000,000 \$ 10,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 2,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

8.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Vendor, the District, its Governing Board, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from or during the performance of any portion of the services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

8.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of Vendor's employees performing any portion of the services under the Agreement. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the

services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services.

8.2. Proof of Insurance. The Vendor shall not commence performing any portion of the services under the Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

8.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

8.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

8.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

8.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

8.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

9. Other Provisions.

9.1. [INSERT FOR CMAS CONTRACTS ONLY] For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract(s) shall be interpreted to apply to the District and all rights, duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement

9.2. To the furthest extent permitted by California law, Vendor shall, at its sole expense, indemnify and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities,

claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Vendor's and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Vendor shall, to the furthest extent permitted by California law, defend the District Parties at Vendor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

- 9.3. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
- 9.4. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Vendor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the Parties.
- 9.5. Each party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
- 9.6. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the County in which the District's administrative offices are located.
- 9.7. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.
- 9.8. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature on copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 9.9. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 2021

Dated: _____, 2021

Lodi Unified School District

ATTN: _____
1305 E. Vine Street,
Lodi, CA 95240

[INSERT VENDOR NAME]

ATTN: _____
INSERT ADDRESS

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: _____
- ___ Limited Liability Company
- ___ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

ATTACHMENT 1

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT "A"

(Attached Approved LPA, Piggyback, or JPA Contract)

EXHIBIT "B"

(Attached Vendor Furniture Solution/Pricing)

PAYMENT BOND
Vendor's Labor & Material Bond
(100% Of Contract Price)

(Note: Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Lodi Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

[INSERT PROJECT NAME HERE]

("Project" or "Contract") which Contract dated _____, 2021, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Lodi Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

[INSERT PROJECT NAME HERE]

("Project" or "Contract") which Contract dated _____, 2021, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest 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," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees,

officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the District's rights or the Principal or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect, if any. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal _____ Surety _____

By _____ By _____

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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 provisions of that code, and contractor will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the **Lodi Unified School District** ("District") and _____ ("Vendor") ("Contract" or "Project").

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Vendor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Vendor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Vendor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Vendor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

**SERVICES CANNOT BE RENDERED UNTIL ALL DOCUMENTATION IS SUBMITTED
AND FINAL APPROVAL IS RECEIVED.**

END OF DOCUMENT



DRUG-FREE WORKPLACE CERTIFICATION

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

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

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between **Lodi Unified School District** ("District") and _____ ("Vendor") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Vendor.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]