

BID MANUAL

BID# V2526017B, STORAGE SHEDS

Due: November 17, 2025 at 02:00 p.m.

ISSUED: November 05, 2025

VISTA UNIFIED SCHOOL DISTRICT

1234 Arcadia Avenue, Vista, CA 92084

Purchasing Department

Phone: 760-726-2170 X92642

DATE: November 05, 2025

SUBJECT: Bid #V2526017B

FOR: STORAGE SHEDS

BID OPENING: November 27, 2025

Please bid your lowest prices/best discounts for the items on the attached specification sheets. Before bidding, please read the INSTRUCTIONS, SPECIAL PROVISIONS, BID SHEETS, AND SPECIAL TERMS AND CONDITIONS which are attached.

Submit all bids in a sealed envelope showing the Bid Number and opening date. Bids must reach the Purchasing Department at the address, date and time listed in the NOTICE TO BIDDERS.

If further information is desired, please email kevinlesko@vistausd.org

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE

This form is to be submitted with your bid.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as bid in accordance with the terms, conditions, specifications, and prices herein quoted. Bid is subject to cash discount of _____% _____ days.

FIRM NAME: _____

SIGNED BY: _____

(Original signature by authorized legal representative—unsigned bids will be rejected)

TITLE: _____ DATE: _____

ADDRESS _____

PHONE #: _____ FAX #: _____

E-MAIL: _____

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Vista Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than November 27, 2025 at 02:00 p.m. sealed bids for the award of a contract for the following:

STORAGE SHEDS BID

V2526017B

Such bids shall be received in the office of the Purchasing Department, Vista Unified School District, 1234 Arcadia Avenue, Vista, CA 92084, and shall be opened at the above stated time and place. Bids will not be read aloud, a summary will be sent to all participants.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Purchasing Department at the above address or at the District's website <https://www.vistausd.org/departments/businessservices/purchasing>

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

The contract will be awarded to the lowest responsive and responsible bidder as it pertains to specifications and instructions contained in the bid documents.

No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for the opening of bids.

Publication: **The Daily Journal**

Publication Dates: **11/05/2025; 11/12/2025**

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INFORMATION FOR BIDDERS

1. SECURING DOCUMENTS: Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of:

Vista Unified School District
Purchasing Department
1234 Arcadia Avenue
Vista, CA 92084

2. BIDS/PROPOSALS: Bids to receive consideration shall be made in accordance with the following instructions:
 - a) Bids shall be made upon the form obtained at the Purchasing Department office properly executed. Bids shall be written in ink or typed before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration. The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.
 - d) All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
 - e) The make or brand and grade of the article on which bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the District.
 - f) No bid shall include California sales or use tax, or Federal excise tax.
 - g) All bids on items shall be F.O.B. school district.

- h) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices on bid.
- i) Bids shall be delivered to said Vista Unified School District office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the Daily Journal, all bids shall be enclosed in a sealed envelope bearing the description of the bid call and the name of the bidder to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- j) When requested, bidders shall submit properly marked samples of each article on which bid is made to: Vista Unified School District at the address above.

Each sample submitted must be marked in such manner that the marking is fixed so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package.

- k) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests; they will, upon request, be returned at the bidder's expense.
- l) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

- 3. ADDENDA OR BULLETINS: Any addenda or bulletins issued by the Vista Unified School District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract.
- 4. WITHDRAWAL OF BIDS: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
- 5. OPENING OF BIDS: Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.
- 6. AWARD OR REJECTION OF BIDS: The District reserves the right to award to the lowest responsive and responsible bidder as it pertains to the specifications and instructions herein. The Governing Board of the Vista Unified School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

7. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
8. AGREEMENT: The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the accepted Bid form, the required certifications, the Instructions and Conditions, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract.
9. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact: Mr. Kevin Lesko – kevinlesko@vistausd.org to request an interpretation or correction thereof. The District requires that such request be in writing, via email. Requests for information are due by **November 14, 2025 at 02:00pm**. Response to inquiries will be provided by **November 19, 2025 by end of day**. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the District and a copy of such Addendum will be emailed to each person receiving a set of such bid documents as well as posted to the District's Purchasing webpage. The Vista Unified School District will not be responsible for any other explanation or interpretation of the proposed documents.
10. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
11. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the

District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

12. BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS: Bids shall be accompanied with a certified or cashier's check or bidder's bond made out on the form approved by the District, in an amount of _____N/A_____, and made payable to the order of the Vista Unified School District. Said check or bond shall be given as a guarantee that the bidder will, if awarded the contract, enter into the contract, a copy of which is contained in the contract documents, and in case of a refusal or failure to enter into said agreement within five (5) days after being requested to do so by the District the check or bond, as the case may be, shall be forfeited to the District. If the proposal is not accepted by the District within sixty (60) days after the time set for the opening of bids, or if the successful bidder executes and delivers said contract, the certified checks or bid bonds will be returned. Any bidder not providing the required bid security will be considered non-responsive and the bid shall be rejected. **Not Required.**

If any other bonds or guarantees are required by the District of the bidders or the successful bidders, those bonds or guarantees are so stated in the Specifications of these bid documents.

13. DEMONSTRATIONS: If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal.

Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the Designated Bid Coordinator's District facility. ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Bidders may be required to reimburse the District for travel to demonstrations not held at a Member District's facility.

14. EQUAL BIDS: When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

15. PROTESTS: Any protest against the award of a contract pursuant to this bid must be received by Vista Unified School District, in accordance with the directions given in this section, within five (5) calendar days after the date of the notice of intent to award (If such notice of award is emailed, the "mailing date" is the date the email is sent by Vista Unified School District). Vista Unified School District shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to: Vista Unified School District, Division of Business Services, 1234 Arcadia Avenue, Vista, CA 92084 marked "Attention:

Assistant Superintendent-Business Services". Any protest shall contain a full and complete written statement: (1) Specifying in the detail the grounds of the protest; and (2) Identifying the specific facts supporting the protest. If a protest is deemed not to meet these two conditions, no extra time may be granted in regards to meeting the initial ten (10) calendar day deadline. If the protest meets these two conditions, the Assistant Superintendent-Business Services shall consider the protest in a timely fashion and shall issue Vista Unified School District's final decision upon the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

BID FORM (TO BE SIGNED AND RETURNED)

To: Vista Unified School District, acting by and through its Governing Board, herein called the District:

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having familiarized the terms of the Agreement, the Specifications, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos.____, ____, ____, and ____, on file at the Purchasing Office of said District for the prices set opposite the articles listed herein.
2. It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.
3. It is understood that the successful bidder will be required to deliver as requested:

For STORAGE SHEDS BID# V2526017B

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that they will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within ten (10) days after the receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder, upon due execution and delivery to the District of the Contract, and shall be completed by the Contractor in the time specified in Paragraph 2 of the Agreement of said Contract Documents.
5. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

Legal Name of Bidder

By _____
Authorized Officer or Agent

Address _____

Telephone _____

Fax _____

E-mail _____

BID BOND (NOT REQUIRED)

I/We _____ as Principal, and _____ as

Surety, are held and firmly bound unto the Vista Unified School District, hereinafter called the District, in the penal sum of _____ of the Principal submitted to the said District for the work and/or materials described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 202__, for

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefor, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

BID BOND FORM (CONTINUED)

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals, this _____ day of _____ 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Principal

By _____

Title _____

Attach Attorney-in-Fact Certificate

NON-COLLUSIVE BIDDING DECLARATION

"NONCOLLUSION DECLARATION" TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code Section 7106)

State of California

County of _____] ss.

I, the undersigned, being duly sworn, declare that I am an authorized officer 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 Supplier has not directly or indirectly induced or solicited any other proposer to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a false or sham proposal, and has not directly or indirectly induced or solicited any other Supplier to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Supplier or any other Supplier, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Supplier, 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 Supplier 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

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

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

Supplier _____

(Type or Print Complete Legal Name of Company)

By _____

(Signature)

(Date)

Name _____

(Type or Print)

(Title)

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (TO BE SIGNED AND RETURNED)

California Department of Education

Nutrition Services Division

PRU 11

April 2019

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975 (TO BE SIGNED AND RETURNED)

The Vista Unified School District policy is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful contractor in this quotation that he is an equal opportunity employer according to the provision of the act. We, therefore, require the following certification by each successful bidder as a part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request by the Superintendent or the Superintendent's Designee of the Vista Unified School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

INSTRUCTIONS AND CONDITIONS

1. AWARD AND ADMINISTRATION: This contract is being awarded by the Vista Unified School District and will be administered by Mr. Kevin Lesko, Vista Unified School District.
2. ORDERING: All orders will be issued by the Vista Unified School District through an approved purchase order. Phone and call-in orders are not valid unless supported by an authorized purchase order delivered via email.
3. TERMS: Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging.
4. ESCALATION: The successful bidder shall agree to negotiate any price and to supply the District with adequate pertinent documentation to support any price change requested. Suppliers should note that no price changes can be effective until the request for the price change, with supporting documentation, has been accepted by the District. Until the change has been accepted the supplier must continue to accept orders with the original bid price, terms and conditions. Notwithstanding the generality of the foregoing, in no event shall said price increase exceed a total of more than five percent (5%) of the original bid price per item for the contract term or one (1) year, whichever is less, unless caused by unforeseen national/international economic conditions.
5. DE-ESCALATION: In the event that a supplier with a current contract as a result of a bid wishes to REDUCE the price of an item or items the District reserves the right to have the bid administrator accept the price reduction effective with the offer to reduce rather than wait for District Board approval. The price reduction will, however, be presented to the Board at the next Board meeting for ratification.
6. EVALUATION CRITERIA: This bid will be evaluated on the following factors: Price, quality, competency, credibility, discounts offered, trade, or term, compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening.

7. **MINIMUM ORDERS: (Not applicable)** Districts are encouraged to place minimum orders of \$50.00, however this is not always possible. For orders under \$50.00, the vendor shall have the option to assess a freight/delivery charge not to exceed the actual delivery cost to the vendor.
8. **MULTIPLE AWARDS: (Not applicable)** On this order the District reserves the right to award this contract to multiple bidders on a per line item basis, or to group like items in sections.
9. **DELIVERY AND INSTALLATION:** It is the expectation of the District that delivery will take place within agreed lead-time to procure and prepare this equipment and after the issuance of Purchaser Order. Agreement of lead-time will be agreed upon by awarded vendor and the District. Delivery shall be made to the address noted on the Purchase Order. The Purchasing Department must be contacted to schedule installation and set up of this equipment. Supplier must comply with District's delivery instructions. If supplier fails to comply with District's instructions, the District reserves the right to refuse delivery until the supplier complies with instructions. The District will not be charged for any additional shipping charges if the supplier fails to comply with instructions.
10. **LATE FEES:** In the event that the contractor/supplier fails to deliver and install the ordered goods by the time specified in the contract, the District may impose a late fee charge. This charge shall be taken as a credit against the contractor's invoice to the District. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between District and contractor/supplier changing the specified delivery date must be in writing. Late fees will be assessed utilizing the original delivery date, if contractor/supplier fails to meet the revised delivery date.
11. **BRAND NAMES AND MODEL NUMBERS:** Brand names and model numbers where specified have been shown due to existing standards or to meet specific required criteria. Specific makes and models are required in some circumstances in order to be compatible with existing district equipment and requirements.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the items are now referred to by a new number. Consideration will be given in that situation. Please note that you are bidding on the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case.

12. SAFETY DATA SHEETS: **(Not Applicable)**. Safety Data Sheets (SDS) marked with the appropriate bid item number, must be included with the bid on items where indicated in the specifications. BIDDERS MAY BE CONSIDERED NON-RESPONSIVE AND BIDS MAY BE REJECTED DUE TO FAILURE TO INCLUDE SDS WITH BID DOCUMENTS.
13. MANUFACTURER'S SPECIFICATIONS: **(Not Applicable)** An additional sheet with manufacturer's specifications and a picture of the specific items bid, marked with the appropriate bid item number, must be included with the bid on those items so indicated in the specifications.
14. SAMPLES: **(Not Required unless designated by the District)**. Bidders are required to submit properly marked samples of each article as indicated in the specifications, if required, on which bid is made to the Vista Unified School District, Purchasing Department. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) the name of the bidder, (2) the number of the bid, (3) the item number. Bid and samples must not be sent in the same package. Samples must be submitted prior to the date and time shown for the bid opening, as stated in the Notice to Bidders.
15. SUBSTITUTIONS: All bid items must conform to the specification set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid, the brand, quality, model number, or other trade designation on each bid item other than "as specified". At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District.
16. FAILURE TO FULFILL CONTRACT: When any contractor or supplier shall fail to deliver any article or service or deliver an article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said supplier or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to be to the best advantage for the District. Any failure for furnishing such articles or services by the supplier or contractor, as stated above, shall be a liability against such supplier and his sureties. The District reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the District, if requested.

17. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS: The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
18. INSPECTION: All equipment will be inspected by the District's staff. All items will be noted to supplier within 10 days of receipt and installation of equipment. Supplier will be required to repair/replace any areas which are recommended by District's staff.
19. PERMITS AND CERTIFICATIONS: It is the District's expectation this piece of equipment will be built in accordance to all state, county and local regulations for the District's location which is at 1234 Arcadia Avenue, Vista CA 92084. As such, it is the responsibility of awarded supplier to provide all proper certifications and permits required by the Health Department and any other organization responsible for regulating the safety of food products. Awarded supplier shall furnish Vista Unified School District the required licenses, certifications or permits at delivery of the equipment if applicable.
20. WARRANTIES: Warranty periods and terms shall be clearly stated in the bid response. Bidders agree that all items furnished under the Contract shall be covered by most favorable commercial warranties (merchantability included) that suppliers provide any customer for such items and that the rights and remedies provided therein are in addition to any other provisions contained in the Contract.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ , by and between the Vista Unified School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the accepted Bid form, the required certifications, the Instructions and Conditions, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered and installed to the District as identified in the Scope of Work/Specifications for

List of awarded

STORAGE SHEDS BID# V2526017B

attached along with Purchase Order

3. PAYMENTS. Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the District, the District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment thereof, the sums set opposite each item.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. TIME OF COMPLETION: The Contractor shall begin performance of the Contract upon issuance of the Purchase Order and complete delivery of the product by June 30th, 2026 to the District. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

9. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

10. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or

commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

12. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

13. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

16. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

VISTA UNIFIED SCHOOL DISTRICT

San Diego County, California

By _____

Dr. Shawn Loescher

Assistant Superintendent – Business Services

By _____

Contractor

Address _____

Approved by the Governing Board on

SPECIFICATIONS AND BID SHEETS

Bid Sheets

Item #	Unit	Qty	Item Description/Specification	Unit Price	Total Price
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Item:

Tuff Shed 10' wide by 12' long Premier Pro Tall Ranch per attached Specifications

Scope:

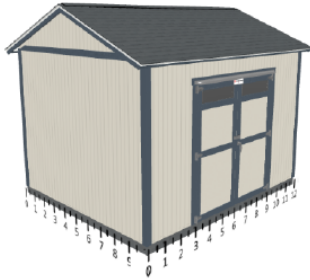
Price to include delivery and setup per attached specifications.

Order Term

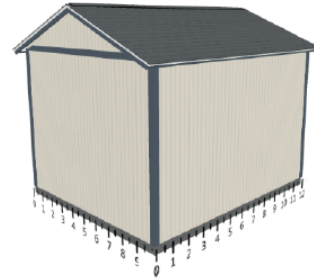
District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of December 12, 2025 through December 12, 2026. The District reserves the right to extend the intent to purchase for four additional annual terms through December 12, 2030.



~~Vista Unified School District - Kevin Kirby
2245 Foothill Drive
Vista CA 92084
Q-3146605~~

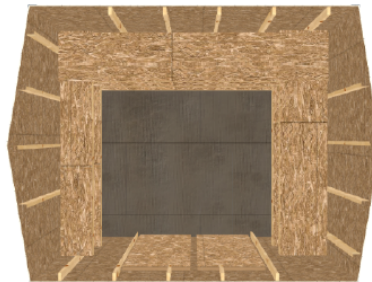


Wall A



Wall C

Wall D



Wall B

Base Details/Permit Details

Building Size & Style

Premier Pro Tall Ranch - 10' wide by 12' long

Paint Selection

Base: Southern Breeze, Trim: Goblin

Roof Selection

Pewter Gray Dimensional Premium Shingle

Drip Edge

White

Is a permit required for this job?

No, If local jurisdiction requires a permit, fees will be added before installation can take place

Optional Details

Doors

3' x 6'7" Double Shed Door (6'), In Door Horizontal Transom (3' door), Keyless Handle Upgrade, Security Package, Drip Cap

Walls

359 Sq Ft House Wrap
359 Sq Ft Vertical Groove Cement Panel Siding

Roof

13 Lin Ft Ridge Vent

Interior

20 Lin Ft Shelving - 16" deep
56 Lin Ft Shelving - 24" deep

Vents

12 Ea Floor Track Vent Screen

Jobsite/Installer Details

Do you plan to insulate this building after Tuff Shed installs it?

Yes

Is there a power outlet within 100 feet of installation location?

Yes

The building location must be level to properly install the building. How level is the install location?

Within 4" of level

Will there be 18" of unobstructed workspace around the perimeter of all four walls?

Yes

Can the installers park their pickup truck & trailer within approximately 200' of your installation site?

Yes

Substrate Shed will be installed on?

Not Anchored to Concrete with Shed Floor