



San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 25.26.0450 LANDSCAPING SERVICES

PROPOSAL DEADLINE:

THURSDAY, FEBRUARY 12, 2026, AT 2:00 P.M.

PLEASE SUBMIT SEALED PROPOSALS TO:

San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 E. Brier Drive
San Bernardino, CA 92408

No faxed or emailed submissions will be accepted.



REQUEST FOR PROPOSALS (RFP)

RFP NO. 25.26.0450
LANDSCAPING SERVICES

PROPOSAL DEADLINE: Thursday, February 12, 2026, at 2:00 p.m.

SUBMIT PROPOSALS TO: San Bernardino County Superintendent of Schools
Procurement Services
Attn: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

The San Bernardino County Superintendent of Schools (the SUPERINTENDENT) is seeking qualified CONTRACTORS to provide all labor, supervision, tools, materials, necessary equipment, transportation, fertilizers, insecticides, and all other items required to maintain, in an attractive and safe condition, landscaped areas at Administrative and School sites throughout the East Valley, West End, and Desert/Mountain regions of San Bernardino County.

All proposals must be delivered to the Front Desk Receptionist at the address listed above and clearly marked on the outside of the sealed envelope in the lower left-hand corner: **"RFP ENCLOSED – RFP NO. 25.26.0450 – LANDSCAPING SERVICES."**

It is the sole responsibility of the proposer to ensure the timely delivery of its proposal. Proposals will be date- and time-stamped upon receipt. Late proposals will not be accepted. RFPs shall remain open, valid, and subject to acceptance for a period of ninety (90) days following the RFP opening date and time.

A Bid bond in the amount of Five Hundred Dollars (\$500.00) is required upon proposal submission. The awarded contractor shall be required to furnish Performance and Payment Bonds in the amount of Fifty Thousand Dollars (\$50,000.00), to be maintained for the duration of the contract as determined by the SUPERINTENDENT.

This RFP constitutes a public works project as defined in California Labor Code section 1720. Each contractor submitting a proposal and all subcontractors of any tier performing work on the Project shall comply with Labor Code sections 1725.5 and 1771.1 and shall be properly registered with the California Department of Industrial Relations (DIR) throughout the duration of the Project. Certified payroll records shall be submitted in accordance with Labor Code sections 1771.4 and 1776, directly to the Labor Commissioner, at least monthly or as otherwise required.

Each proposer shall be a licensed contractor pursuant to the California Business and Professions Code at the time of proposal submission and shall maintain all required licenses in active and good standing for the duration of the contract.

LICENSE CLASSIFICATION:
C-27 – Landscaping Contractor

RFP documents and all addenda may be obtained from: <https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming>

Any questions regarding the proposal should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net, no later than 2:00 pm on January 28, 2026.

NO FAXED OR EMAILED SUBMISSIONS WILL BE ACCEPTED.

Sincerely,

Maria Aldaco

Maria Aldaco, Procurement Specialist
Procurement Services



CALENDAR OF EVENTS

RFP NO. 25.26.0450 LANDSCAPING SERVICES

Event	Details	Date	Time (PST)
1 st Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	January 15, 2026	
2 nd Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	January 22, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	January 28, 2026	2:00 pm
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	February 3, 2026	
PROPOSALS DUE	San Bernardino County Superintendent of Schools Attn: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408	February 12, 2026	NO LATER THAN 2:00 pm
Evaluations		February 13-19, 2026	
Letter of Intent (tentative)		February 20, 2026	



1.0 SCOPE OF WORK

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a qualified **CONTRACTOR** to provide all labor, supervision, tools, materials, equipment, transportation, fertilizers, insecticides, and all other items necessary to maintain the landscaped areas at the locations listed below in a safe, healthy, and attractive condition.

SERVICE SITES:

ADMINISTRATIVE SITES:

- Brier Administrative Building, 760 E. Brier Drive, San Bernardino
- Roy C. Hill Education Center, 601 North E Street, San Bernardino
- Mt. View Building, 144 North Mt. View Avenue, San Bernardino
- Support Center, 4595 Hallmark Parkway, San Bernardino
- Dorothy Inghram Learning Center, 670 E Carnegie Drive, San Bernardino

SCHOOL SITES:

- Apple Valley North Early Education Center, 18415 Nakash Road, Apple Valley
- Barbara Phelps County High School, 1812 W Park Avenue, Redlands
- Bob Murphy County Community Day School, 149 North Arrowhead Avenue, Rialto
- David Stine Community Day School, 5033 Holt Avenue, Montclair
- Dorothy Gibson County High School, 1800 East 7th Street, Ontario
- Frost Early Education Center, 12860 Banyan Street, Etiwanda
- Live Oak Early Education Center, 2547 East Riverside Drive, Ontario
- Lucy E. Siegrist Preschool, 15922 Willow Street, Hesperia
- Mulberry Early Education Center, 8435 Archibald Avenue, Rancho Cucamonga
- Norma Covert County Education Center, 14079 Meadow Grove Drive, Victorville
- Tri-City Community Day School, 244 South D Street, San Bernardino

REQUIRED SERVICES:

1.1 IRRIGATION / WATERING

- Lawn areas shall be watered to maintain a uniform and healthy turf surface.
- The irrigation system shall be inspected weekly.
- Irrigation schedules shall be adjusted seasonally.
- Upon request by the SUPERINTENDENT, irrigation shall be shut off within 24 hours following rainfall and resumed within 24 hours after notification to do so.
- Irrigation repairs costing **\$1,000.00 or less** may be completed by the CONTRACTOR and billed accordingly.
- Repairs **exceeding \$1,000.00** require a written quote and prior approval from the SUPERINTENDENT's authorized representative.

1.2 MOWING

- All lawn areas shall be mowed **once per week** to a height of **1½ inches** using approved mowing equipment.
- Excess clippings shall be removed to prevent damage to turf.
- Weeds shall be uprooted and removed from lawn areas on a weekly basis.

1.3 EDGING

- Lawn areas shall be edged weekly, as necessary, to maintain clean and uniform borders.
- All edging debris shall be removed from turf, walkways, and adjoining areas.

1.4 SEEDING

- Lawn areas shall be overseeded with fescue as needed or winter rye each October to maintain a green appearance year-round.

1.5 PRUNING, TRIMMING, AND LACING

- Shrubs shall be pruned as needed to maintain a neat appearance and plant health.
- Vines along block walls, fencing, and similar structures shall be trimmed monthly.
- All debris generated from pruning or trimming shall be removed and properly disposed of.
- **Tree trimming, tree/stump removal, and arborist services are EXCLUDED and will be performed by a third-party contractor.**

1.6 WEED CONTROL

- Ground areas surrounding plants and shrubbery shall be kept free of weeds at a minimum of **once per week**.
- Weed control treatments shall be applied as needed, including pre-emergent applications and the removal of Bermuda grass when present.

1.7 FERTILIZATION

- Lawn areas shall be fertilized a minimum of **four (4) times per year**, including a fall application no later than October.
- Plants and shrubs shall be fertilized **twice annually**, ideally in April and October.

1.8 MULCHING

- Mulched areas shall be replenished as needed **once annually prior to summer**.

1.9 PEST CONTROL

- Lawn and landscaped areas shall be treated with insecticides as needed to maintain healthy, pest-free plantings, in compliance with all applicable laws and regulations.

1.10 REPAIRS

- The **CONTRACTOR** shall make repairs necessitated by vandalism, theft, acts of God, or natural deterioration.
- Repairs exceeding **\$1,000.00** require prior approval from the **SUPERINTENDENT**.
- To support system standardization, all replaced sprinkler heads, nozzles, and rotors shall be of a brand approved by the **SUPERINTENDENT** and the **CONTRACTOR**.

1.11 HEALTHY SCHOOLS ACT COMPLIANCE

The **CONTRACTOR** acknowledges that the Healthy Schools Act of 2000 requires implementation of Integrated Pest Management (IPM) programs in California schools and agrees to comply with all applicable requirements, including but not limited to:

- Licensed pest control businesses must report all pesticide applications on any school site to DPR. This reporting is in addition to the pesticide use reporting already required of pest control businesses.
- Warning signs are posted 24 hours before pesticide treatments and 72 hours afterward.
- Schools retain records of pesticides used on each school site for at least four years.
- Parents are notified of expected pesticide treatments for the coming year.
- Interested parents (who have registered with the district) are notified at least 72 hours before individual pesticide applications.

- Certain pesticides are exempt from record keeping by the schools, notification, and posting requirements.

CONTRACTOR vehicles shall not block staff or visitor parking.

CONTRACTOR shall promptly notify the **SUPERINTENDENT** of any property damage or irregular conditions observed during service.

Scheduled maintenance shall not be performed during inclement weather, including rain, high winds, dust storms, earthquakes, or other acts of God.

CONTRACTOR shall maintain all sites free of debris and shall not leave waste, materials, or equipment on premises.

The sites occupied by the **SUPERINTENDENT** may vary throughout the year. Given changing program and funding needs, the **SUPERINTENDENT** may expand facilities in certain locations or close facilities in others. The **SUPERINTENDENT** reserves the right to make any changes necessary to accommodate its program needs.

2.0 INSTRUCTIONS TO RESPONDENTS

2.1 General Information

Respondents shall comply with the instructions in the RFP document. All RFPs must be submitted in a sealed envelope bearing the Respondent's name and address and must clearly state "**RFP ENCLOSED: RFP NO. 25.26.0450 – LANDSCAPING SERVICES**" in the lower left-hand corner of the envelope.

It is the sole responsibility of the Respondent to deliver their Proposal to the Front Desk Receptionist, where the RFP will be dated and time-stamped.

2.1.1 Delivery Address

San Bernardino County Superintendent of Schools
Attn: Front Desk Receptionist
760 E. Brier Drive
San Bernardino, CA 92408

2.1.2 Deadline

Respondents must submit all required documents prior to the deadline, **Tuesday, February 12, 2026, at 2:00 p.m.**

2.1.3 Late Submission

RFPs received after the deadline will be returned unopened as not meeting statutory requirements.

2.1.4 RFP Opening

Selected representatives of the **SUPERINTENDENT** will evaluate all proposals during the designated evaluation period provided in the Notice for Request for Proposals and Calendar of Events. Proposals will not be read aloud due to the evaluation process outlined in the RFP.

2.1.5 RFP Preparation Instructions

RFPs must be typed or written legibly. Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections shall be typed adjacent to the mistake and initialed in ink by person signing the RFP. RFPs must be verified before submission as they cannot be withdrawn or corrected after being opened. The **SUPERINTENDENT** will not be responsible for errors or omissions on the part of Respondents in making up their proposals. Proposals must be signed by a responsible officer or employee.

2.1.6 Examination of RFP Documents

Contractor should examine and be familiar with all enclosed information. The failure or omission of any Contractor to receive or examine any of the documents relating to this RFP shall in no way relieve any Contractor from any obligations with respect to his submission or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

2.1.7 Withdrawal of RFPs

Any Contractor may withdraw his submission in person or by written request at any time prior to the scheduled opening date and time. Thereafter, all proposals received shall become the property of the **SUPERINTENDENT**.

2.1.8 RFP Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the Contractor and shall not be chargeable in any manner to the **SUPERINTENDENT**.

2.2 Evaluation Process

Contractors will be evaluated based on their responses to all questions and requirements in this RFP. **SUPERINTENDENT** shall be the sole judge in the ranking process and reserves the right to reject any or all proposals if it is in the best interest of the **SUPERINTENDENT** to do so. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

The **SUPERINTENDENT** reserves the right to contact any Contractor during the evaluation period to discuss their RFP submission.

2.3 SUBMISSION REQUIREMENTS

2.3.1 Proposal Content

Contractor is asked to submit one (1) original, sealed hard copy and one (1) USB Flash Drive copy of their complete proposal, with index tabs separating the sections identified in the Table of Contents. Pages must be numbered at the bottom of each page. The proposal must be no more than 15 pages total, *excluding* the Table of Contents and appendices. Any proposal attachments, documents, letters, and materials submitted by the Contractor shall be binding and included as part of the final contract should your proposal be selected.

2.3.2 Supportive Material

Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

2.3.3 Signature Page

2.3.4 Rate Sheet

2.3.5 Bid Security/Bid Bond (\$500.00)

2.3.6 Workers' Compensation Certification

2.3.7 Non-Collusion Declaration

2.3.8 Drug-Free Workplace Certification

2.3.9 Site Visitation Certification

2.4 Acceptance or Rejection of RFPs

RFPs shall remain open, valid, and subject to acceptance for a period of ninety (90) days following the RFP opening date and time, unless a longer period is mutually agreed upon by the parties. The **SUPERINTENDENT** reserves the right to reject any or all RFPs, in whole or in part, and to waive any minor irregularities or informalities in the RFPs.

2.5 Questions Regarding the RFP / RFIs

Questions should be submitted in writing via email to the Procurement Specialist, Maria Aldaco, at Bids@sbcss.net.

3.0 QUALIFICATION OF CONTRACTOR

Contractor must possess a valid business license and any other required license or certificates. Any permits required for the prosecution of the work specified in the RFP shall be secured and paid for by the Contractor, unless otherwise specified.

Each Contractor shall possess at the time of RFP a current contractor's license, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028-15, for the applicable work proposed to be furnished. The successful Contractor must maintain the license throughout the duration of this contract. **Contractors responding to this RFP must possess a California Contractor's C-27 license.**

4.0 BID SECURITY/BID BOND

Each proposal must be accompanied by a bid bond or cashier's check in the amount of \$500.00, payable to the San Bernardino County Superintendent of Schools. The bid bond shall be executed on the provided SUPERINTENDENT bond form by the Contractor as principal and by an approved surety company as surety.

Such cashier's check or bond shall be given as a guarantee that the Contractor will enter into a contract if given the award and in the case of refusal or failure to enter into a contract within seven (7) days after being requested to do so by the **SUPERINTENDENT**, the cash, check or bond shall be forfeited to the **SUPERINTENDENT**. If the proposal is not accepted within ninety (90) days after the time set for the opening of RFPs, or if the successful Contractor executes and delivers said contract within the specified time, the cash, cashier's checks, or bonds will be returned.

5.0 MANDATORY SITE VISITATION

CONTRACTOR shall certify that **CONTRACTOR** has visited each site of the proposed work and fully acquainted himself with the conditions relating to the required services. **CONTRACTOR** fully understands the facilities, difficulties, and restrictions attending the execution of the work under the contract. A form for this purpose is furnished with the RFP documents.

Contractor shall fully indemnify the San Bernardino County Superintendent of Schools, its officers, agents, and employees from any damage or omissions related to conditions that could have been identified during the Contractor's site visit.

6.0 WORKERS

Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him. If **SUPERINTENDENT** considers the workmanship of an employee to be of poor quality, **SUPERINTENDENT** reserves the right to request replacement of Contractor's employee within five (5) business days notice of the initial request.

7.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the RFP documents. No person is authorized to make any oral interpretation of any provision in the RFP documents to any Contractor and no Contractor is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the RFP form, recapitulations of work proposed, alternative proposals or any other modification of the RFP form which is not specifically called for in the RFP documents may result in the **SUPERINTENDENT'S** rejection of the proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered.

8.0 AWARD OF CONTRACT

The **SUPERINTENDENT** reserves the right to reject any or all responses, or to waive any irregularity or informality in any responses or in the RFP process. The **SUPERINTENDENT** reserves the right to contract with any Contractor meeting the evaluation standards as set forth in this document in accordance with Public Contract Code 20118.2.

9.0 PERFORMANCE AND PAYMENT BONDS

The awarded contractor shall be required to furnish Performance and Payment Bonds in the amount of Fifty Thousand Dollars (\$50,000.00), to be maintained for the duration of the contract as determined by the **SUPERINTENDENT**.

10.0 CONTRACTORS INTERESTED IN MORE THAN ONE RFP

No person, firm or corporation shall be allowed to make, file, or be interested in more than one RFP for the same project unless alternate proposals are specifically called for. A person, firm, or corporation that submits a sub proposal to a Contractor or that has quoted prices for materials to a Contractor is not thereby disqualified from submitting a sub proposal or quoting prices to other Contractors.

11.0 LENGTH OF CONTRACT

The contract awarded will begin on July 1, 2026, or as soon thereafter as practicable, and continue through and include June 30, 2027. The contract can be extended by mutual written consent. The **SUPERINTENDENT** may, at its option, renegotiate the contract for up to, but not exceeding, four (4) additional one (1) year periods. Not to exceed five (5) years in total, may not extend past June 30, 2031.

12.0 PRICES

Prices shall remain firm for the entire term of the contract. Any proposed increase to the awarded contract price must be presented to the **SUPERINTENDENT** with suitable proof for the increase. Any price change will be subject to mutual agreement between both parties. The successful bidder must substantiate such price increases by providing documentation that is acceptable to and to the complete satisfaction of the **SUPERINTENDENT** in order to justify the increase.

13.0 HOURS OF PERFORMANCE

Work is to be performed after school hours (3 pm at school sites), on weekends, or at times that regular business is not interrupted by the provided services. Any modifications of hours or requests will need to be approved by the **SUPERINTENDENT**. After-hours work does not waive compliance with Labor Code requirements.

14.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that the **SUPERINTENDENT** is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the **SUPERINTENDENT**. No excise tax for such materials shall be included in any RFP price.

15.0 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

As of March 1, 2015, all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

16.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by the **SUPERINTENDENT'S** authorized representative. Each invoice shall reflect "One Job" that includes materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. The **SUPERINTENDENT** shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

17.0 SAFETY REQUIREMENTS

The areas in which the services are to be performed may be operational at the time service is provided. Therefore, precaution shall be exercised at all times for the protection of persons, including employees, students and property. The safety provisions of applicable laws shall be observed. The Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries, damage or hurt to any person or property and Contractor shall be responsible for the same if such occurs. No children accompanying the Contractor will be permitted on any **SUPERINTENDENT** site.

All services proposed in response to this RFP must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of RFP. Contractors receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the **SUPERINTENDENT'S** Purchasing/Contracts office, Material Safety Data Sheets (MSDS) for those items, when requested.

18.0 LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising there from.

19.0 HOLD HARMLESS

The Contractor shall hold harmless and indemnify the **SUPERINTENDENT**, its officers and employees from every claim or demand that may be made by reason of:

- 19.1 Any injury to person or property sustained by the Contractor or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order however caused.
- 19.2 Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the Contractor or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- 19.3 Any liability that may arise from the furnishing or use of any copyrighted composition, secret process or patented or unpatented invention under the purchase order.

20.0 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, Contractor shall be acting as an Independent Contractor. The employees of the Contractor and its subcontractors are not employees of the **SUPERINTENDENT** under the meaning or application of any Federal or State unemployment insurance laws, other social security law or any workers' compensation law, industrial law, or otherwise. Contractor shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of services awarded under this RFP. Contractor shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the **SUPERINTENDENT** and shall not have any authority to represent itself as an agent of the **SUPERINTENDENT**.

21.0 DEFAULT BY CONTRACTOR

21.1 If the successful Contractor fails or neglects to furnish, deliver, provide or install any of the equipment, materials, supplies or services at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this RFP document in its entirety, the **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the equipment, materials, supplies or services from other sources and deduct from any unpaid balance due to the successful RFP awardee or collect against his sureties, if any, excess costs so paid. The price paid shall be considered the prevailing market price at the time such purchase is made.

21.2 If the workmanship, in the opinion of the **SUPERINTENDENT**, is poor and Contractor has failed to correct the situation within a reasonable time after written notification of said poor workmanship, the **SUPERINTENDENT** may terminate the agreement with a two (2) day written notice.

22.0 DAMAGES

Should any litigation be commenced between the parties to a contract concerning this RFP, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum for its attorneys' fees which shall be determined by the Court or in separate action brought for that purpose.

23.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and the **SUPERINTENDENT** from all claims for property damage arising from operations under the contract. Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by the **SUPERINTENDENT**.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to **SUPERINTENDENT** stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
- b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Certificates of insurance shall clearly state that the **SUPERINTENDENT** is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the **SUPERINTENDENT**. Contractor will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
- d. Insurance shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation
 - a. State Statutory
 - b. Applicable Federal Statutory
2. Comprehensive general liability, including premises-operations, independent contractors protection, products and completed operations, broad form property damage:
 - a. Bodily Injury \$1,000,000 each occurrence
 - b. Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate
 - c. Products and completed operations shall be maintained for a minimum of two years after final payment \$ 500,000 aggregate

3. Contractual Liability
 - a. Bodily Injury \$ 500,000 each occurrence
 - b. Property Damage \$ 100,000 each occurrence
\$1,000,000 aggregate
4. Personal Injury with Employment Exclusion Deleted \$ 100,000 aggregate
5. Comprehensive Automobile Liability (owned, non-owned, hired)
 - a. Bodily Injury \$ 250,000 each person
\$ 500,000 each accident
 - b. Property Damage \$ 250,000 each occurrence

24.0 CERTIFICATES OF INSURANCE

Within five (5) days after notice of intent to award and prior to award, Contractor must furnish the **SUPERINTENDENT**, at no cost or obligation to the **SUPERINTENDENT**, certificates of insurance from all companies as evidence of the amounts and types of insurance required as per Section 23.0.

Contractor's Workers' Compensation insurance shall include a waiver of subrogation.

25.0 GUARANTEE OF MATERIALS AND WORKMANSHIP

Contractor shall guarantee all such work that may prove to be defective in workmanship or material, together with any other adjacent work which may be displaced in connection with such replacement, within a period of one (1) year from the date of acceptance of the above-mentioned project by the **SUPERINTENDENT**; ordinary wear and tear, unusual abuse or neglect are exempt.

In the event of the Contractor's failure to comply with the above-mentioned conditions within one week after having been notified in writing by the **SUPERINTENDENT**, the Contractor authorizes the **SUPERINTENDENT** to proceed to have said repairs made good at the Contractor's expense.

26.0 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the **SUPERINTENDENT** has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract. These prevailing rates, so determined, are available online at www.dir.ca.gov/dlsr/pwd/

Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the Contractor or any of his subcontractors engaged in work on the project not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such worker.

The Contractor shall, as a penalty to the **SUPERINTENDENT**, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or any subcontractor under him. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's, mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor had knowledge of his obligations under Part 7 of Division 2 of the Labor Code. The difference between such stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Any worker employed to perform work on the project which is not covered by a classification listed in "Wage Rates" shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code and similar purposes when the term "per diem wages" is used herein.

Apprentices of any of the above crafts may be employed provided they are properly indentured to the Contractor in full compliance with the provisions of Section 1777.5 of the Labor Code.

Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, actual hours worked and actual per diem wages paid to each workman employed by him in connection with this public work. Such record shall be open at all reasonable hours to inspection by **SUPERINTENDENT**, its officers and agents and to Chief, Division of Labor Law Enforcement of the State Department of Industrial Relations, State of California, his deputies and agents.

Contractor shall post at appropriate conspicuous points on the site of work, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

27.0 HOURS OF WORK

As provided in Article 3 (Section 1810), Chapter 1, Part 7, Division 7 of the California Labor Code, eight hours of labor constitute a legal day's work. The time of service of any workman employed at any time by the Contractor or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided.

Contractor shall, as a penalty, forfeit twenty-five dollars (\$25) for each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week.

Notwithstanding the provisions set forth, work performed by employees of Contractor in excess of eight hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed in accordance with all California labor codes and without additional expense to **SUPERINTENDENT**.

28.0 NON-DISCRIMINATION

In the performance of this Contract, Contractor agrees that it will not engage in nor permit such subcontractors as it may employ to engage in the unlawful discrimination against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act as set forth in Government Code Section 12900 et seq. and all applicable regulations promulgated thereunder, including all amendments thereto.

The Contractor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Contract or under any project, program, or activity supported by this Contract.

29.0 PROTECTION OF WORK AND PROPERTY

Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the **SUPERINTENDENT**. All work shall be solely at the Contractor's risk. He shall adequately protect adjacent property from loss or damage as provided by law and contract documents. Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light, and watchmen for the protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of work. He shall designate a responsible member of his organization for the work whose duty shall be the prevention of accidents. Name and position of person so designated shall be reported to the **SUPERINTENDENT** by Contractor.

In an emergency affecting safety of life, work or adjoining property, Contractor, without special instruction or authorization from **SUPERINTENDENT**, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by **SUPERINTENDENT**. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances and tools against damage by weather conditions.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereof and repair any damage thereto caused by work operations.

Contractor shall (unless the requirements are waived by the **SUPERINTENDENT**) enclose working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.

Deliver materials to site over route designated by **SUPERINTENDENT**.

Confine the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of **SUPERINTENDENT**. Contractor shall not unreasonably clutter premises with his materials and enforce all instructions of **SUPERINTENDENT** regarding signs advertising, fires, danger signals, barricades and smoking and require that all persons employed on work comply with all regulations while on site.

Should the Contractor encounter material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) on the site which has not been rendered harmless, the Contractor shall immediately stop work in the affected area and notify the **SUPERINTENDENT** of the condition in writing. Work in the affected area shall not be resumed except by written agreement of the **SUPERINTENDENT** and Contractor if the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB or when it has been rendered harmless.

The Contractor shall not be required to perform, without consent, any work relating to asbestos or PCB.

It is further expected and understood that the Contractor will perform all repairs, maintenance and installation in accordance with generally accepted safety practices and shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of work. This requirement will apply continuously and not be limited to normal working hours.

30.0 ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of the **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

31.0 TERMINATION

Without limiting any rights or remedies which **SUPERINTENDENT** may have in the event of any default by Contractor, **SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to Contractor, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to Contractor other than payment of charges for the value of work performed, and for necessary expenditures which can be established by Contractor as having been reasonably incurred prior to the time that notice of termination is given.

32.0 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manners:

- 32.1 If notice is given to **SUPERINTENDENT**, by personal delivery to **SUPERINTENDENT** or by depositing same in United States mail, enclosed in a sealed envelope, addressed to **SUPERINTENDENT**, postage prepaid and registered.
- 32.2 If notice is given to Contractor, by personal delivery to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.
- 32.3 If notice is given to surety or other persons, by personal delivery to such surety or other person/s or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving notice, postage prepaid and registered.

33.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.

34.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

35.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

36.0 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

37.0 ENTIRE AGREEMENT

This Agreement contains all the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding in any way modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties. The failure of the **SUPERINTENDENT** to insist on strict performance shall not constitute a waiver of the provisions of this Agreement or a waiver of any other default by the Contractor. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, are superseded hereby.

38.0 EFFECT OF WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other or subsequent breach.

39.0 COVENANT AGAINST GRATUITIES

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

40.0 PROTEST

Contractors may protest the recommended award, provided the protest is in writing, contains the RFP number and is delivered to the address listed for submission of RFP documents, and submitted within five (5) calendar days from the date on which the RFP was opened.

Grounds for a protest are that the **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFP documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et seq. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

SUPERINTENDENT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Contractor within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

41.0 RESOURCE CONSERVATION

SUPERINTENDENT is fully committed to providing a safe and healthy school or work environment for students, families, and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance, and operations. A form for this purpose will be furnished to the successful Contractor.

42.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of RFPs are unlawful. Public Contract Code 7106 requires all respondents to submit a non-collusion declaration. A form for this purpose is furnished with the RFP documents.

43.0 CLEAN UP

Contractor shall at all times keep premises free from debris such as waste, rubbish and excess materials and equipment caused by this work. Contractor shall not leave debris under, in or about the premises.

44.0 FINGERPRINTING

This RFP is subject to the provisions of Education Code Section 45125.1 and 45122.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract.

PROPOSAL CONTENT

The Contractor shall submit one (1) sealed copy and one (1) USB Flash Drive of their proposal in a binder that allows easy removal of pages, with index tabs separating the sections as listed in a Table of Contents. Pages must be numbered at the bottom. Any attachments, documents, letters, and materials submitted by the Contractor shall be binding and will be included as part of the final contract if your proposal is selected.

Additional material can be submitted with the proposal as *appendices*. Any extra descriptive material used to support information in your proposal must be referenced by the relevant paragraph(s) and page number(s).

The content and sequence of the proposals will be as follows:

- I. **TITLE PAGE**
Indicate the name of the Contractor, local address, authorized contact person, phone number, and email address.
- II. **TABLE OF CONTENTS**
- III. **COMPANY DATA (10 points)**
 - a. Firm overview or current résumé(s) of personnel assigned to the project
 - b. Description of additional support resources
 - c. Disclosure of any terminated or replaced contracts, including outcomes
- IV. **REFERENCES (5 points)**
Provide three (3) School District or County Office of Education references for similar work.
- V. **EXPERIENCE (15 points)**
Describe landscaping projects completed within the past five (5) years, including the largest project facilitated and any experience with a County Office of Education.
- VI. **DESCRIPTION OF PROPOSED SERVICES (20 points)**
Provide a narrative description, including any supporting documentation deemed relevant, demonstrating the proposer's understanding of the project, the scope of work, and the proposed approach to performing the services.

Provide an estimated number of labor hours per site required to maintain the landscaping at the SUPERINTENDENT'S locations identified in the **Site Visit Certification**, keeping them safe, clean, and visually attractive.
- VII. **QUALITY CONTROL, SAFETY, AND COMPLIANCE (20 points)**
Describe your quality assurance and quality control program, including inspection frequency, procedures for identifying and escalating issues, and the methods used to correct and document service deficiencies. Additionally, describe your safety practices and your approach to compliance with applicable Labor Code requirements, Integrated Pest Management (IPM) standards, and the Healthy Schools Act.
- VII. **RATE SHEET (30 points)**
Provide monthly pricing using the provided Rate Sheet.
- IX. **REQUIRED DOCUMENTS** *(All submitted documents below must be original and signed in blue ink)*
 - Signature Page
 - Rate Sheet
 - Bid Security/Bid Bond
 - Workers' Compensation Certification
 - Non-Collusion Declaration
 - Drug-Free Workplace Certification
 - Site Visitation Certification



SIGNATURE PAGE

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

The undersigned, having carefully examined the Request for Proposals Notice, the Specifications, and all contract documents for Landscaping Services, propose the following:

Acknowledgment of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Addenda to Request for Proposals issued by the **SUPERINTENDENT**, as set forth below. **VENDOR** confirms that this proposal incorporates and is inclusive of all items required by **SUPERINTENDENT'S** Request for Proposals and Addenda thereto.

Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum Number						
Date						

REFERENCES: Please provide the names and phone numbers of three (3) accounts you have previously serviced:

1. _____
2. _____
3. _____

COMPANY INFORMATION

Company Name: _____

Company Address: _____

Telephone Number (____) _____ Fax Number (____) _____

E-mail address: _____

Contractor's license number: _____ Classification _____ License expiration date: _____

Authorized Representative _____

Signature of Authorized Representative _____

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



RATE SHEET

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

(Page 1 of 2)

The undersigned, having carefully reviewed the Request for Proposals Notification, the Specifications, and all contract documents for the proposed Landscaping Services, hereby propose the following:

EAST VALLEY/WEST END REGION

ADMINISTRATIVE SITES:

Brier Administrative Building, San Bernardino	\$ _____ per month
Roy C Hill Education Center, San Bernardino	\$ _____ per month
Mt. View Building, San Bernardino	\$ _____ per month
Support Center, San Bernardino	\$ _____ per month
Dorothy Inghram Learning Center	\$ _____ per month

SCHOOL SITES:

Barbara Phelps County High School, Redlands	\$ _____ per month
Bob Murphy County Community Day School, Rialto	\$ _____ per month
David Stine Community Day School, Montclair	\$ _____ per month
Dorothy Gibson County High School, Ontario	\$ _____ per month
Frost Early Education Center, Etiwanda	\$ _____ per month
Live Oak Early Education Center, Ontario	\$ _____ per month
Mulberry Early Education Center, Rancho Cucamonga	\$ _____ per month
Tri-City Community Day School, San Bernardino	\$ _____ per month

EAST VALLEY/WEST END REGION MONTHLY TOTAL

(Please combine all lines above into one lump sum.)

\$ _____

(AMOUNT WRITTEN IN NUMBERS)

(AMOUNT WRITTEN IN WORDS)

Including all applicable taxes, bonds, and licenses.

EAST VALLEY/WEST END REGION HOURLY RATE FOR REPAIRS AS NECESSARY \$ _____ plus material costs

(Repairs due to vandalism, theft, Acts of God, or natural processes).



RATE SHEET
(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

(Page 2 of 2)

DESERT MOUNTAIN REGION

School Sites:

Apple Valley North Early Education Center, Apple Valley	\$_____ per month
Lucy E. Siegrist Preschool, Hesperia	\$_____ per month
Norma Covert County Education Center, Victorville	\$_____ per month

DESERT/MOUNTAIN REGION MONTHLY TOTAL
(Please combine all lines above into one lump sum.)

\$_____

(AMOUNT WRITTEN IN NUMBERS)

(AMOUNT WRITTEN IN WORDS)

Including all applicable taxes, bonds, and licenses.

DESERT/MOUNTAIN REGION HOURLY RATE FOR REPAIRS AS NECESSARY

\$_____ plus material costs

(Repairs due to vandalism, theft, Acts of God, or natural processes).

BID SECURITY / BID BOND

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

KNOW ALL MEN BY THESE PRESENTS, that we _____, as "**Principal**", and _____ as "**Surety**", an admitted **Surety** insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, in the penal sum of Five Hundred and 00/100 Dollars (\$500.00) of the **Principal** submitted to the said **SUPERINTENDENT** for the work described below for the payment of which sum is 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 RFP dated _____, 20____, for the construction of:

**RFP NO. 25.26.0450
LANDSCAPING SERVICES**

NOW THEREFORE, the **Principal** shall not withdraw said bid within 90 days after said opening; and the **Principal**, when given Notice of Intent to Award, shall within seven (7) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the **SUPERINTENDENT**, in accordance with the bid as accepted and give bond with good and sufficient **surety**(ies), 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, the **Principal** shall pay the **SUPERINTENDENT** the difference between the amount specified in said bid and the amount for which the **SUPERINTENDENT** 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 **SUPERINTENDENT** 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 any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

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

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, 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)

Surety

By

Title

(Attach Attorney-in-Fact Certificate)

Telephone



WORKERS' COMPENSATION CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Contractor

By: _____

Signature

(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 awarding body prior to performing any work under this contract.)



NON-COLLUSION DECLARATION
(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of _____, 20____, at _____, California

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

Date



DRUG-FREE WORKPLACE CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency 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 be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, 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 substances at the workplace, **(b)** establishing a drug-free awareness program, and **(c)** requiring that each employee engaged in the performance of the contract 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 **SUPERINTENDENT** 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 suspension of payments, termination, 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 Section 8350, et seq.

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.

Name of Contractor (Print or Type)

By:

Signature

Print Name

Title

Date



SITE VISIT CERTIFICATION

I certify that I have visited the sites of the proposed work, have fully acquainted myself with the conditions, and fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

I fully indemnify the San Bernardino County Superintendent of Schools, along with its officers, agents, and employees, from any damages or omissions related to conditions that could have been identified during my visit to the site.

Administrative Sites:

- Brier Administrative Building, 760 E. Brier Drive, San Bernardino
- Roy C Hill Education Center, 601 North E Street, San Bernardino
- Mt. View Building, 144 North Mt. View Avenue, San Bernardino
- Support Center, 4595 Hallmark Parkway, San Bernardino
- Dorothy Inghram Learning Center, 670 E Carnegie Drive, San Bernardino, CA 92408

School Sites:

- Apple Valley North Early Education Center, 18415 Nakash Road, Apple Valley
- Barbara Phelps County High School, 1812 W Park Avenue, Redlands
- Bob Murphy County Community Day School, 149 North Arrowhead Avenue, Rialto
- David Stine Community Day School, 5033 Holt Avenue, Montclair
- Dorothy Gibson County High School, 1800 East 7th Street, Ontario
- Frost Early Education Center, 12860 Banyan Street, Etiwanda
- Live Oak Early Education Center, 2547 East Riverside Drive, Ontario
- Lucy E. Siegrist Preschool, 15922 Willow Street, Hesperia
- Mulberry Early Education Center, 8435 Archibald Avenue, Rancho Cucamonga
- Norma Covert County Education Center, 14079 Meadow Grove Drive, Victorville
- Tri-City Community Day School, 244 South D Street, San Bernardino

That he/she is an agent for _____; that he/she has read the foregoing notice and knows the contents thereof, and that the facts stated therein are true.

Per California Government Code 27383: No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the state or other political subdivision thereof, except for making a copy of a paper or record.

Signature of agent

State of California

County of _____ Subscribed and sworn to (or affirmed) before me on this

_____ day of _____, _____, by
Date Month Year

Name of Signer

Proved to me on the basis of satisfactory evidence to be the
Person who appeared before me (.)

Signature _____
Signature of Notary Public