San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 25.26.0451
ARBORIST SERVICES

RFP DEADLINE:

THURSDAY, JUNE 4, 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. 25.26.0451
ARBORIST SERVICES

PROPOSAL DEADLINE: Thursday, June 4, 2026, at 2:00 p.m.

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

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is seeking a qualified and experienced contractor to provide comprehensive arborist services at designated administrative and school sites throughout the East Valley, West End, and Desert/Mountain regions of San Bernardino County. Services are anticipated to commence on July 1, 2026.

The Contractor shall furnish all labor, supervision, personnel, tools, equipment, vehicles, materials, traffic control, and disposal services necessary to maintain trees and related landscape elements in a safe, healthy, and visually acceptable condition. All services shall be performed in accordance with applicable federal, state, and local laws, regulations, industry standards, and the specifications set forth in RFP No. 25.26.0451.

All proposals must be directed to Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408. Proposals shall be clearly marked on the outside of the sealed envelope with the vendor's name and the RFP name as follows: "**RFP ENCLOSED: RFP NO. 25.26.0451 – ARBORIST SERVICES.**"

It is the sole responsibility of the proposer to deliver their proposal to the Front Desk Receptionist, who will date and time-stamp it. RFPs shall remain open, valid, and subject to acceptance at any time within ninety (90) days after the RFP opening date and time.

A Security Bond will be required in the amount of Five Hundred and no/100 Dollars ($500.00) at the time of proposal submission. Performance and Payment Bonds will be required from the awarded contractor and must be maintained throughout the contract duration, as determined by the SUPERINTENDENT. The bonds must remain active throughout the contract.

This RFP is for public works project(s) as defined in Labor Code section 1720. Each Contractor submitting a proposal on this Project and all Subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be adequately and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the SUPERINTENDENT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Each proposer shall be a licensed contractor at the time of the RFP pursuant to the Business and Professions Code, and such license(s) shall remain in active and good standing for the duration of the contract. The successful contractor must maintain the license throughout the duration of this contract. Proposers responding to this RFP must possess the following California Contractor's:

LICENSE CLASSIFICATION:
C-49 - Tree and Palm Contractor

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

All questions regarding this RFP shall be submitted in writing via email to: Maria Aldaco, Procurement Specialist at Bids@sbcss.net. All questions must be submitted no later than 2:00 pm on May 22, 2026.

NO FAXED OR EMAILED SUBMISSIONS WILL BE ACCEPTED.

Sincerely,

Maria Aldaco

Maria Aldaco, Procurement Specialist
Procurement Services

CALENDAR OF EVENTS

RFP NO. 25.26.0451
ARBORIST SERVICES

Event	Details	Date	Time (PST)
1st Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	May 12, 2026	
2nd Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	May 19, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	May 22, 2026	**2:00 pm**
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	May 26, 2026	
PROPOSALS DUE	San Bernardino County Superintendent of Schools Attn: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408	**June 4, 2026**	**NO LATER THAN 2:00 pm**
Evaluations		June 5-11, 2026 *Tentative*	

1.0 SCOPE OF WORK

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking the services of a licensed arborist (Contractor) to provide all labor, supervision, tools, materials, necessary equipment, transportation, insecticide, and any other items needed to maintain, in an attractive and safe condition, the trees at the following 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

The sites managed by the **SUPERINTENDENT** may change throughout the year. Depending on evolving program requirements and funding, the **SUPERINTENDENT** might expand facilities at some locations or close others. **SUPERINTENDENT** retains the right to modify site allocations as needed at any time based on operational needs.

Contractor acknowledges that the California Healthy Schools Act of 2000 requires the implementation of Integrated Pest Management (IPM) practices at all California school sites. Accordingly, the Contractor shall anticipate and support the use of IPM approaches when performing services under this contract.

The Contractor shall comply with all applicable requirements of the Healthy Schools Act, including but not limited to the following:

- Licensed pest control businesses shall report all pesticide applications made on school sites to the California Department of Pesticide Regulation (DPR), in addition to all other required pesticide use reporting
- Required warning signs shall be posted at least 24 hours prior to pesticide application and remain posted for a minimum of 72 hours following application.
- Schools shall retain records of pesticide use at each site for a minimum of four (4) years.
- Parents and guardians shall be notified annually of anticipated pesticide applications for the upcoming year.
- Interested Parents or guardians who have registered with the school or district shall be notified at least 72 hours prior to individual pesticide applications
- Certain pesticides, as defined by DPR, are exempt from record keeping by the schools, notification, and posting requirements.

Vehicle Parking Restriction: Contractor vehicles shall not block staff, visitors, or emergency vehicles in parking areas at any time.
Property Damage / Irregularities Notification: Contractor shall promptly notify **SUPERINTENDENT** of any damage to property, safety concerns, or irregular conditions observed during the performance of routine maintenance or other services.
Inclement Weather: Contractor shall not be required to perform scheduled maintenance services on days when inclement weather conditions occur, including but not limited to rain, high winds, dust storms, earthquakes, or other Acts of God. Missed services due to inclement weather shall be rescheduled as coordinated with **SUPERINTENDENT**.

Debris and Cleanliness: Contractor shall keep all work areas clean and free of debris, waste, rubbish, and excess materials or equipment generated as a result of the work. Contractors shall not leave debris under, in, or about the premises and shall ensure all areas are left in a neat and orderly condition upon completion of services.

2.0 INSTRUCTIONS TO RESPONDENTS

2.1 General Information

Respondents shall conform to the instructions provided in the RFP document. All RFPs must be in a sealed envelope bearing the name and address of the Respondent and must clearly state on the outside of the envelope in the lower left-hand corner "**RFP ENCLOSED: RFP NO. 25.26.0451 - ARBORIST SERVICES."**

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 RFP Deadline

Respondents must submit all required documents prior to the deadline, **Thursday, June 4, 2026, at 2:00 p.m.**

2.1.3 Late Submission

Any RFP received after the stated deadline will be returned unopened. Late submissions do not meet statutory requirements and will be deemed non-responsive.

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 initiated in ink by the 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

The 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 is 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 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 is to 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 a part of the final contract should your proposal be selected.

2.3.2 Material

The following forms must be completed, signed in original blue ink, and submitted with your proposal submission.

- Rate Sheet
- Signature Page
- Bid Bond/ Bid Security
- Workers' Compensation Certification
- Non-Collusion Declaration
- Drug-Free Workplace Certification
- Alcohol and Tobacco-Free School Policy
- Site Visit Certification

All proposal signatures must be original wet handwritten signatures executed in blue ink on the original document.
Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.

2.4 Acceptance or Rejection of RFPs

Proposals shall remain open and valid for a period of ninety (90) calendar days following the proposal opening date and time, unless a longer period is mutually agreed upon in writing by the parties. The **SUPERINTENDENT** reserves the right to reject any or all proposals, in whole or in part, and to waive minor irregularities or informalities in proposals when such action is deemed to be in the best interest of the **SUPERINTENDENT**.

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 by the RFI deadline stated in the CALENDAR OF EVENTS.

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-49 license.
Contractors must submit the names and phone numbers of at least three (3) previously serviced accounts.

4.0 SECURITY (BOND)

Each proposal submission shall be accompanied by cash or cashier's check payable to the San Bernardino County Superintendent of Schools or a satisfactory bond in favor of the San Bernardino County Superintendent of Schools executed by the Contractor as principal and a satisfactory surety company as surety, in the amount of Five Hundred and no/100 Dollars ($500.00).

Such cash, 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

Contractors shall certify that Contractor has visited each site of the proposed work and has 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 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 my visit to the site.

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 an addendum duly issued, and a copy of such addendum will be delivered to each person receiving a set of 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.

It is understood and agreed that if written Notice of Intent to Award Contract is delivered to the Contractor after the opening of the RFP, and within the time this RFP is required to remain open, or at any time thereafter before this RFP is withdrawn, the undersigned will execute and deliver to the **SUPERINTENDENT** a contract in accordance with the RFP as accepted, furnish and deliver the Performance Bond and Labor and Materials Payment Bond as specified, as well as all other required documents within seven (7) business days after receipt of notification of award. Work under the contract shall commence on the date to be stated in the **SUPERINTENDENT'S** Notice to Proceed and shall be completed by the awarded vendor in the time specified in the contract documents.

9.0 PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds will be required to be maintained during the life of the contract at the level of one hundred percent (100%) of the contract amount for both the Performance and Payment Bonds. Forms for this purpose are furnished with the RFP Notice of Award.

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. May not extend beyond June 30, 2031.

12.0 PRICES

Prices shall remain firm for the entire term of the contract. Any request for an adjustment to the awarded contract pricing must be submitted in writing to **SUPERINTENDENT** and supported by appropriate documentation substantiating the basis for the requested increase. Any pricing adjustment shall be subject to a mutual written agreement of both parties. The Contractor shall provide documentation acceptable to, and subject to the approval of, the **SUPERINTENDENT** to fully justify any proposed price adjustment.

13.0 HOURS OF PERFORMANCE

Work is to be performed after school hours (3 pm at school sites), on weekends, or at times that do not interrupt regular business. Any modifications to hours or requests will need to be approved by the **SUPERINTENDENT**.

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**.
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, as 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 Contractor in full compliance with the provision 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 (commencing at 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 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 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 on the work whose duty shall be 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 the site over the route designated by the **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 667.5c) and 1192.7c), 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.

RFP FORMS CHECKLIST

RFP NO. 25.26.0451
ARBORIST SERVICES

- ☐ Rate Sheet
- ☐ Signature Page
- ☐ Bid Bond / Bid Security
- ☐ Workers Compensation Certification
- ☐ Non-Collusion Declaration
- ☐ Drug-Free Workplace Certification
- ☐ Alcohol And Tobacco-Free School Policy
- ☐ Site Visit Certification

ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.

Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted.

Failure to comply with this requirement may result in the proposal being deemed non-responsive.

PROPOSAL CONTENT

The Contractor shall submit one (1) original sealed hardcopy proposal and one (1) USB flash drive containing a scan of the hardcopy proposal. The hardcopy must be the original document, submitted in a binder that allows for easy removal of pages, with index tabs separating sections as listed in the Table of Contents. Pages must be numbered at the bottom. All proposal signatures must be original wet handwritten signatures, executed in blue ink on the original document. Any attachments, documents, letters, or materials submitted by the Contractor shall be binding and will be incorporated into the final contract if the 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, and email address.

II. TABLE OF CONTENTS

III. COMPANY DATA (10 points)
- **a.** Provide an overview of your firm, including years in business, areas of specialization, and organizational structure. Include current résumés or vitae for the key personnel assigned to this project, including the primary arborist(s).
- **b.** Describe the additional support resources available to provide services, including office support, field personnel, equipment, and subcontractors (if any).
- **c.** Disclose whether your firm has ever been terminated, defaulted, or replaced on any project. If so, provide a detailed explanation, including project name, public agency, circumstances, and the outcome of any litigation, claim, or settlement related to the project.

IV. REFERENCES (5 points)
Provide three (3) references from School Districts, County Offices of Education, or other public agencies for which similar arborist services have been performed within the last five (5) years. Include agency name, address, contact person, phone number, and a brief description of services provided. Additional public entity references may be included.

V. EXPERIENCE AND QUALIFICATIONS (20 points)
- **a.** Describe arborist services provided within the last five (5) years that are similar in scope to those requested in this RFP. If you have prior experience with the San Bernardino County Superintendent of Schools or other County Offices of Education, please specify.
- **b.** Discuss the largest or most complex arborist project your firm has completed, including scope, duration, number of sites, and key outcomes.

VI. DESCRIPTION OF PROPOSED SERVICES (30 points)
Provide a comprehensive narrative demonstrating your understanding of the arborist services required by the **SUPERINTENDENT**. The narrative shall include, at a minimum:
- **a.** A detailed description of your proposed approach to providing arborist services, including tree inspection, pruning, trimming, removals, stump grinding, root management, and overall tree health maintenance.
- **b.** Your methodology for assessing tree health, identifying hazardous or diseased trees, and prioritizing corrective actions to ensure campus safety.
- **c.** A description of your quality control and quality assurance procedures, including inspection frequency, documentation practices, and issue escalation and resolution processes.
- **d.** An estimated number of labor hours required per site to maintain trees and landscaping in a safe, healthy, and visually attractive condition at **SUPERINTENDENT** locations identified in the Specifications.
- **e.** Describe how emergency or urgent services (e.g., storm damage, fallen trees, immediate hazards) would be handled, including response times and availability.

VII. RATE SHEET (35 points)
Provide pricing for the services listed on the **Rate Sheet** provided.

VIII. REQUIRED DOCUMENTS

- Rate Sheet
- Signature Page
- Bid Bond/ Bid Security
- Workers' Compensation Certification
- Non-Collusion Declaration
- Drug-Free Workplace Certification
- Alcohol and Tobacco-Free School Policy
- Site Visit Certification

ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.

Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted.

Failure to comply with this requirement may result in the proposal being deemed non-responsive.

RATE SHEET

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

PROPOSAL PRICING RATE SHEET			
Item No.	**SERVICE DESCRIPTION TREE PRUNING**	**UNIT OF MEASURE**	**UNIT PRICE**
1	0"-6" Diameter at Breast Height	Per Tree	
2	7" – 12" Diameter at Breast Height	Per Tree	
3	13" – 18" Diameter at Breast Height	Per Tree	
4	19" – 24" Diameter at Breast Height	Per Tree	
5	25" – 30" Diameter at Breast Height	Per Tree	
6	Over 31" Diameter at Breast Height	Per Tree	
7	Coco palm pruning	Per Tree	
8	Washingtonia palm pruning	Per Tree	
9	Phoenix palm pruning	Per Tree	
10	Palm tree skinning	Per Tree	

Item No.	**SERVICE DESCRIPTION TREE REMOVAL**	**UNIT OF MEASURE**	**UNIT PRICE**
11	Tree & Stump removal	per dia. Inch	
12	Tree removal only	per dia. Inch	
13	Washingtonia palm tree removal	per linear foot	
14	Date palm tree removal	per linear foot	

Item No.	**SERVICE DESCRIPTION TREE PLANTING**	**UNIT OF MEASURE**	**UNIT PRICE**
15	15- Gallon w/out Root Barrier	Per Tree	
16	15- Gallon with Root Barrier	Per Tree	
17	24- Inch Box w/out Root Barrier	Per Tree	
18	24- Inch Box with Root Barrier	Per Tree	
19	36- Inch Box w/out Root Barrier	Per Tree	
20	36- Inch Box with Root Barrier	Per Tree	

Item No.	**SERVICE DESCRIPTION ADDITIONAL SERVICES AS REQUESTED**	**UNIT OF MEASURE**	**UNIT PRICE**
21	Stump Only Removal	Per Inch	
22	Crew Rental	Per Man Hour	
23	Emergency Crew Rental	Per Man Hour	
24	Specialty Equipment Rental	Per Hour	
25	Arborist Services	Per Hour	
26	Root Pruning or Root Barrier Installation	Per Linear Foot	
27	GPS Tree Inventory and Tree Assessment	Per Tree/Per Site	

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 arborist 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. _____

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

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 _____

BID BOND / BID SECURITY

(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. 25.26.0451
ARBORIST 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

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

In the interest of public health, the San Bernardino County Superintendent of Schools provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **SUPERINTENDENT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

SITE VISIT CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I certify that I have visited the sites of the proposed work and have fully acquainted myself with the conditions, and I 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