



CORONA-NORCO UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT

# INVITATION FOR BIDS

BID No. 2020/21-063

## DISTRICTWIDE TREE MAINTENANCE SERVICES

Bid Issued	10/6/2020
Mandatory Pre-Bid Conference	9AM on 10/20/2020
Questions Due	12PM on 10/27/2020
Bid Due Date	11AM on 11/10/2020

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**CORONA-NORCO UNIFIED SCHOOL DISTRICT  
NOTICE CALLING FOR BIDS  
BID No. 2020/21-063**

In accordance with Public Contract Code 20111, Notice is hereby given that the CORONA-NORCO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", will receive up to, but no later than **11:00 AM Pacific Standard Time (PST)**, on **November 10, 2020**, sealed bids for the award of a contract for:

**DISTRICTWIDE TREE MAINTENANCE SERVICES**

A **mandatory** pre-bid conference will be held at **9:00 a.m. on Tuesday, October 20, 2020** at the District Office located at 2820 Clark Avenue, Norco, California 92860, for the purpose of discussing the bid documents and answering any questions generated by those in attendance.

All bids shall be made and presented on a form furnished by DISTRICT. Due to the COVID-19 school closures, all bids shall be hand delivered or sent through courier services to the CORONA-NORCO UNIFIED SCHOOL DISTRICT, Purchasing Department, located at 2820 Clark Avenue, Norco California 92860 and marked to the attention of Heidi Weber, Purchasing Supervisor. Bids shall be opened and publicly read aloud at the above stated date, time and place. Bids received after the deadline will not be considered and will be returned unopened.

**CHECK-IN INSTRUCTIONS:**

**All attendees of Mandatory Pre-bid Conference and Public Bid Opening shall check in at the front office for meeting room location and bring a government-issued form of photo identification. Due to the COVID-19 Pandemic, all visitors must complete a temperature check and answer symptom screening questions before proceeding to the meeting room. All visitors shall wear a face mask and practice social distancing. Please allow up to fifteen (15) minutes to complete the check-in process.**

Each bidder shall possess, at the time the bid is awarded, a valid **Class C-27, Landscaping Contractor and C-61/D-49, Tree Service Contractor**, license pursuant to Public Contract Code Section 3300. The successful contractor shall maintain the license throughout the duration of the contract. Small businesses and firms owned and controlled by women, minorities and persons with disabilities and/or disabled veterans are encouraged to participate in this solicitation. Bidders who do not meet the above criteria, are strongly encouraged to solicit these businesses/firms as subcontractors.

The CONTRACTOR and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. General prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations (DIR).

Contractors or subcontractors submitting bids must be registered with the Department of Industrial Relations (DIR). Per Senate Bill 854, all contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. **The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor contract issued without proof that the contractor or subcontractor is registered.** For additional information, visit the DIR website at: <https://www.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html>

Each bid must conform and be responsive to the bid documents and require a bid bond in an amount not less than ten percent (10%) of the maximum amount of the bid. The full Notice Calling for Bids, Bid Documents and Contract Documents are available and downloadable at the District Purchasing website - [https://www.cnusd.k12.ca.us/our\\_departments/business\\_services/purchasing/bids\\_rfps](https://www.cnusd.k12.ca.us/our_departments/business_services/purchasing/bids_rfps).

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids. During this time, all bidders shall guarantee prices quoted in their respective bids.

## INTRODUCTION TO BID

### 1. PURPOSE OF BID

The purpose of this bid is to solicit offers from qualified bidders to provide districtwide tree maintenance services for a period of one (1) year with the option to extend for four (4) additional one (1) year terms. Services shall include cycle pruning of a variety of species of trees, tree/stump removals, tree plantings, emergency response both during normal business hours and after-hour situations, electronic tree inventory, and disposal of all debris. The District's urban forest consists of approximately 5,772 trees of various species and diameter at breast height (DBH). All work shall be performed by certified arborists and/or tree workers that possess, and shall maintain for the duration of the contract, a valid Class C-27, Landscaping Contractor, and C-61/D-49, Tree Service Contractor, license. The bidder shall provide these services as specified by the District's authorized representative, currently Ernie Marez, Supervisor, Field Operations.

### 2. OVERVIEW OF THE DISTRICT

The Corona-Norco Unified School District ("District") is located approximately 45 miles southeast of Los Angeles in western Riverside County. The District consists of thirty elementary schools, three K-8 academies, eight intermediate/middle schools, five comprehensive high schools, a middle college high school, and three alternative schools. The District serves over 53,000 students in the diverse communities of Corona, Norco and Eastvale. The District is the largest school district in Riverside County, the tenth largest district in California, and has been providing quality education to the students of the Corona, Norco and Eastvale area for over 120 years. Of the 53,000 students, approximately 43% receive a free or reduced priced lunch and approximately 74% are minority students from diverse cultural backgrounds. The general fund-operating budget for the fiscal year 2017 – 2018 is approximately \$553,000,000. The District's administrative offices are located at 2820 Clark Avenue, Norco, CA 92860. In addition, other District support services are located at 300 Buena Vista Avenue, Corona, CA 92882.

The District is financed primarily by Federal and State monies. The District also administers specially funded projects, grants, and contracts with various federal, state, and private agencies.

## INSTRUCTIONS FOR BIDDERS

1. DEFINITIONS: The CORONA-NORCO UNIFIED SCHOOL DISTRICT hereinafter referred to as “DISTRICT” as used in these bid documents shall be construed to include the District Board of Education, all employees, officers, and agents of the District. The “Contractor/Bidder” is named as such in the contract/bid documents and is referred to in generic terms as if the Contractor/Bidder were of singular number and masculine or feminine gender.
2. PREPARATION OF BID FORM: DISTRICT invites bids on the attached form to be submitted no later than 11:00 a.m. on Tuesday, November 10, 2020. All blanks in the bid form must be appropriately filled. All proposals shall be enclosed in a sealed package plainly marked with the name and address of the bidder and the words "**BID RESPONDING TO BID NO. 2020/21-063. – DO NOT OPEN UNTIL November 10, 2020**". **Exhibit A – Bid Cover Sheet shall be affixed to the outside of the envelope for submission to DISTRICT.** It is the sole responsibility of the bidder to ensure that the bid is received at the location indicated in Paragraph 7 below, no later than the time and date specified. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. **The DISTRICT’s hours of operation are Monday – Friday, 8:00 a.m. to 4:30 p.m. Pacific Standard Time (PST).**
3. MANDATORY PRE-BID CONFERENCE AND JOB WALK: Bidders are invited to attend a mandatory pre-bid conference to be held on **Tuesday, October 20, 2020 at 9:00 a.m.** at the District Administrative Office located at 2820 Clark Avenue, Norco, CA 92860, for the purpose of discussing the bid documents and answering any questions generated by those in attendance.

### CHECK-IN INSTRUCTIONS:

**All attendees of the Mandatory Pre-bid Conference and Public Bid Opening shall check in at the front office for meeting room location and bring a government-issued form of photo identification. Due to the COVID-19 Pandemic, all visitors must complete a temperature check and answer symptom screening questions before proceeding to the meeting room. All visitors shall wear a face mask and practice social distancing. Please allow up to fifteen (15) minutes to complete the check-in process.**

After the pre-bid conference, all questions must be submitted in writing to Heidi Weber, Purchasing Supervisor, via email to [Heidi.Weber@cnusd.k12.ca.us](mailto:Heidi.Weber@cnusd.k12.ca.us); by no later than **12:00 p.m. on Tuesday, October 27, 2020**. Questions after this deadline may not be answered.

4. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, DISTRICT may reject

such bid as not being responsive to the invitation to bid. Bidders shall verify their bids before submission, as bids cannot be withdrawn or corrected after the bid opening.

5. MODIFICATIONS: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modification of the bid form or other bid documents, including the Sample Services Agreement, Addenda, General, etc., which is not specifically called for in these bid documents may result in DISTRICT's rejection of the bid as not being responsive to this invitation to bid. No oral, telephonic, telegraphic or facsimile bids or modifications will be considered.
6. SIGNATURE: The bid form, all bonds, the Contractor's Certificates, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is on file in DISTRICT's office. As indicated on the forms themselves, some documents must also bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with two signatures from partners authorized to sign contracts on behalf of the partnership.

Where two or more bidders desire to submit a single bid in response to this solicitation, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. DISTRICT intends to contract with a single contractor and not with multiple contractors doing business as a joint venture.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature. **Any bid submitted without a signature will be deemed non-responsive and will be rejected.**

7. BID SUBMISSION ADDRESS: Responses to this bid shall be submitted to the DISTRICT'S Purchasing Department no later than 11:00 a.m. on Tuesday, November 10, 2020. All deliveries of bids shall be made at the Purchasing Department, at the District Administrative Office, located at 2820 Clark Avenue, Norco, CA 92860, and marked to the attention of Heidi Weber, Purchasing Supervisor.

The DISTRICT's hours of operation are Monday – Friday, 8:00 AM to 4:30 PM PST.

8. BID OPENING READING: It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with

Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the BID SUBMISSION ADDRESS provision above, the sealed bids will be opened and read aloud in the meeting room as may be designated.

**CHECK-IN INSTRUCTIONS:**

**All attendees of the Mandatory Pre-bid Conference and Public Bid Opening shall check in at the front office for meeting room location and bring a government-issued form of photo identification. Due to the COVID-19 Pandemic, all visitors must complete a temperature check and answer symptom screening questions before proceeding to the meeting room. All visitors shall wear a face mask and practice social distancing. Please allow up to fifteen (15) minutes to complete the check-in process.**

**TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE BY THE TIME AND DATE OF CLOSING. E-MAILED AND FAXED BIDS WILL NOT BE ACCEPTED AND WILL BE DEEMED NON-RESPONSIVE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

9. INTERPRETATION OF BID DOCUMENTS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from any of the documents, written request for clarification or correction thereof, must be submitted to Heidi Weber, the Purchasing Supervisor, at the address stated in Paragraph 7 or via email to [Heidi.Weber@cnusd.k12.ca.us](mailto:Heidi.Weber@cnusd.k12.ca.us).
10. ADDENDA: Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued must be included in the bidder's proposal cost. Addenda will be made available in the same manner as original bid documents; copies of which may be obtained from Heidi Weber, Purchasing Supervisor at [Heidi.Weber@cnusd.k12.ca.us](mailto:Heidi.Weber@cnusd.k12.ca.us). Bidders are responsible to check for addenda periodically and always before submitting a bid, as addenda are not sent out to individual bidders.
11. CALIFORNIA PUBLIC RECORDS ACT: All documents received by DISTRICT, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the bid that the bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. **Note:** A blanket statement that all contents of the bid response are confidential or proprietary cannot be honored by DISTRICT.
12. BID SECURITY: Each bid shall be accompanied by a cashier's check made payable to the CORONA-NORCO UNIFIED SCHOOL DISTRICT, or a satisfactory bid bond in favor of same, executed by the bidder as principal and an "admitted surety insurer" to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in the Code of Civil Procedure Section 995.120, in an amount not less than ten percent (10%) of the total amount of the bid being submitted.

The cashier's check, or the bid bond, shall be given as a guarantee that the bidder shall

execute the contract if it is awarded to him in conformity with the contract documents and shall provide with the bid. In the event that an award is made to bidder and such bidder fails or refuses to execute the contract and provide the required documents, said security shall be forfeited to DISTRICT as liquidated damages.

13. FINGERPRINT CERTIFICATION: Upon notification of contract award, the successful bidder, including all subcontractors, shall be required to comply with the provisions of Education Code Section 45125.1 including certifying, in writing, to the District's Board of Education that no contractor employees or employees of subcontractors who may come in contact with DISTRICT pupils in the performance of the contract has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.

If the bidder, or any of his subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for disqualification from further award consideration. If such failure or refusal to comply occurs after contract award, the contract may be terminated in whole or in part, under SECTION 22 - TERMINATION FOR DEFAULT.

14. CONTRACTOR QUALIFICATIONS: Each Contractor shall possess, at the time the contract is awarded, a valid **Class C-27, Landscaping Contractor and C-61/D-49, Tree Service Contractor license**. The successful contractor shall maintain the required license throughout the duration of the contract. Each Contractor shall be provide proof of certification at the time of bid submission.
15. COMPETENCY OF BIDDERS: In selecting the lowest responsive responsible bidder, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," found herein.
16. BONDS: Upon receipt of the Notice of Intent to Award a Contract, the successful bidder shall be required to furnish, within ten (10) calendar days, both Payment and Performance Bonds in amounts equal to one hundred percent (100%) of the annual estimated contract amount for the contract award. The bonds shall be on forms provided by DISTRICT and issued by an "admitted surety insurer" to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in the Code of Civil Procedure Section 995.120. The required number of executed copies of the Payment and Performance Bond(s) to be provided is three (3).

In accordance with the provisions of Public Contract Code Section 22300, substitution of



eligible and equivalent securities for any monies withheld to ensure performance under a Contract will be permitted at the request and expense of the Contractor. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and DISTRICT.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the event an escrow agreement is used pursuant to the contract awarded as a result of this bid solicitation, the agreement shall be substantially similar to the form included in the bid documents. In the event the escrow agreement does not conform to the form of the agreement contained therein, it shall be null, void and unenforceable.

17. HOLD HARMLESS: The Bidder shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

a) Liability for damages for: (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Bidder or any person, firm or corporation employed by the Bidder upon or in connection with the work and/or delivery of equipment and supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT.

b) Any injury to or death of persons or damage to property cause by any act, neglect, default or omission of the Bidder, or any person, firm, or corporation employed by the Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and supplies covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Bidder, either directly or be independent contract, and not by the active negligence of the DISTRICT.

c) The Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment

that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

18. INSURANCE: The successful bidder shall, upon receipt of the Notice of Intent to Award a Contract and within ten (10) calendar days, provide DISTRICT with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "CORONA-NORCO UNIFIED SCHOOL DISTRICT" as an additional insured. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by DISTRICT and that the policy will not be cancelled or materially changed without 30 calendar days prior written notice" being given to DISTRICT's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense, maintain the following types of insurance:

1. Worker's Compensation and Employer's Liability at \$1,000,000 per accident, injury or illness.
2. General Liability
  - a) Injury or Accidental Death:  
\$1,000,000 Each Occurrence  
\$3,000,000 Aggregate
  - b) Bodily Injury:  
\$1,000,000 Each Occurrence  
\$3,000,000 Aggregate
  - c) Property Damage for Premises and Operations, Contractual Liability:  
\$1,000,000 Each Occurrence  
\$3,000,000 Aggregate
3. Automobile Liability. Including owned, non-owned and hired vehicles.
  - a) \$1,000,000 Per Accident, Combined Single Limits

19. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of worker's compensation to its employees. The Contractor shall sign and file with DISTRICT the following certificate prior to performing any work under the contract:

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

The form of such certificate is included as part of these bid documents.

20. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR

EXECUTE CONTRACT: In the event the bidder to whom the Notice of Intent to Award a Contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within ten (10) calendar days from the date of receiving said notice, DISTRICT may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the bid to the next lowest responsive and responsible bidder, or may call for new bids.

21. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, DISTRICT may terminate their orders, in whole or in part, in accordance with Section 22 - TERMINATION FOR DEFAULT provision of this bid.
22. TERMINATION FOR DEFAULT: The CORONA-NORCO UNIFIED SCHOOL DISTRICT may, by written notice of default to the successful bidder, terminate the contract issued in whole or in part if:
  - A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the DISTRICT, the item(s) provided fail to perform satisfactorily;

OR

- B. The successful bidder fails to perform any of the other provisions of the bid, contract, or purchase order and does not cure such failure within a period of ten (10) days (or such longer period as DISTRICT may authorize in writing) after receipt of notice from DISTRICT specifying such failure.

In the event DISTRICT terminates the contract, in whole or in part, DISTRICT may acquire services, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

23. TERMINATION FOR PROGRAM, SITE CLOSURE, RE-ORGANIZATION OR REDUCTION OF FUNDS: In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the continuation of this contract in whole or in part, DISTRICT may terminate the service(s) under this clause without penalty. In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the purchase of materials and/or services, DISTRICT does not guarantee that any or all items shown on this bid will be purchased for the duration of the contract period.
24. COVENANT AGAINST CONTINGENT FEES: The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be awarded as a result of this bid solicitation upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

For breach or violation of this warranty, DISTRICT shall have the right to terminate the contract that may be entered into with the bidder and, in its sole discretion, to deduct from

the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or commission fee.

25. DETERMINATION OF PREVAILING WAGE RATES: The work called for under this solicitation shall be subject to either the prevailing wage provisions of Article 2 (commencing at Section 1771, Chapter 1, Part 7, Division 2) of the Labor Code of California or the Federal prevailing wage provisions of the Davis-Bacon Act.

Labor rates are available and shall be obtained from the Director of the Department of Industrial Relations and the Federal Department of Labor the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular craft, classification or type of work employed.

26. SENATE BILL 854 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION PROGRAM: Senate Bill 854, signed into law June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable.

Contractors or subcontractors submitting bids must be registered with DIR. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor contract issued without proof that the contractor or subcontractor is registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720-1720.6. For additional information, visit the DIR website at: <https://www.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html>

27. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall fully acquaint himself with the conditions relating to the services so that he may fully understand the facilities, difficulties and restrictions attending the execution of the service under this bid. Refer to the Instructions for Bidders in the MANDATORY PRE-BID CONFERENCE provision of this bid, for the date and time of the Mandatory Pre-Bid Conference. Any bidder submitting a bid in response to this Invitation for Bids is invited to attend and fully inform himself prior to bidding as to existing conditions and limitations under which the service is to be performed. No allowance will be made to a bidder because of lack of such examination or knowledge. Bidders shall thoroughly examine and be familiar with the bid

documents and specifications. The failure or omission of any bidder to receive or examine any bid document, form, instrument, addendum, or other documents, or to visit the sites and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of the bid shall be taken as prima facie evidence of compliance with this section. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

28. WORK PROVIDED BY SUBCONTRACTORS: See Designation of Subcontractors provisions on pages 36-37.
29. PROHIBITED INTERESTS: No official of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. The Bidder shall receive no compensation and shall repay the DISTRICT for any compensation received by the Bidder hereunder, should the Bidder aid, abet or knowingly participate in violation of this section.
30. NON-CONFORMING EQUIPMENT AND SUPPLIES:
  - a) The Contractor shall promptly remove from the premises all equipment or supplies delivered by the Contractor and identified by the DISTRICT as failing to conform to the Contract, whether incorporated or not. The Contractor shall promptly replace the non-conforming equipment and supplies to comply with the Contract Documents without additional expense to the DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.
  - b) If the Contractor does not remove such equipment or supplies within a reasonable time, fixed by written notice, the DISTRICT may remove it and store the material at the Contractor's expense. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, the DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.
31. CONTRACT DOCUMENTS: Each bidder shall be fully acquainted with the conditions relating to the provision of products so that there is full understanding of the facilities, difficulties and restrictions attending the execution of the Work under this bid. Refer to the Instructions for Bidders in the PRE-BID CONFERENCE provision of this bid, for the date and time of the Conference. Any bidder submitting a bid in response to this Invitation for Bids is invited to attend and fully inform himself prior to bidding as to existing conditions and limitations under which the products are to be provided. No allowance will be made to a bidder because of lack of such examination or knowledge. Bidders shall thoroughly examine and be familiar with the bid documents and specifications. The failure or omission of any bidder to receive or examine any bid document, form, instrument, addendum, or other documents, or to visit the sites and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of the bid shall be taken as prima facie evidence of

compliance with this section. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

32. LAWS TO BE OBSERVED: The successful Bidder shall be fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The successful Bidder shall at all times observe and comply with, and shall cause all their agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the owner or its employees. If any discrepancy or inconsistency is discovered in the specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the District in writing.

33. AWARD OF BID/CONTRACT: DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding process, to accept or reject any items or combination of items. The award of the bid, if made by DISTRICT, will be to the lowest, responsible and responsive bidder based upon the Base Bid as indicated in the bid form. The District reserves the right to refrain the award of this bid in part or in whole. The District reserves the right, and may determine to award any, all, or none of this bid. In addition, the District may award all of the bid and yet refrain from entering into agreement or placing orders for any or all of the items awarded. There shall be no minimum or maximum contract or purchase order quantities. Any awards made are subject to acceptance by the District's Board of Education. If there is a discrepancy between the unit price in the bid and the extended price, unit prices shall prevail. Bids shall remain open, valid and subject to acceptance for sixty (60) days after the bid opening date unless otherwise stipulated.

**DISTRICT RESERVES THE RIGHT TO VERIFY ALL CALCULATIONS SUBMITTED. IF THERE IS ANY DISCREPANCY BETWEEN THE COST LISTED AND DISTRICT'S CALCULATIONS, DISTRICT'S CALCULATIONS SHALL TAKE PRECEDENCE.**

34. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request to Heidi Weber, Purchasing Supervisor, at any time prior to the scheduled closing time for receipt of bids. Any bid security for a withdrawn bid shall be returned at the time of withdrawal. The bidder may thereafter submit a new bid before the bid submission date. Bids may not be withdrawn after the bid submission date, except for relief granted under the California Public Contract Code 5103.

35. BID PROTESTS: Any protest against the award of a contract pursuant to this bid must be received, in writing, within five (5) calendar days after bid opening. DISTRICT shall not be obligated to consider protests received after the above-specified deadline. All protests

must be in writing and submitted to Heidi Weber, Purchasing Supervisor. Mailed letters of protest are to be addressed to the CORONA-NORCO UNIFIED SCHOOL DISTRICT, 2820 Clark Avenue, Norco, California, 92860 and marked to the attention of the Purchasing Director.

In order for a bidder's protest to be considered valid, the protest must:

- (a) Be filed timely and in writing as detailed in this Paragraph.
- (b) Clearly identify in detail the specific issues related to the bid protest.
- (c) Clearly identify in detail the specific DISTRICT Staff/Board recommendation or action being protested.
- (d) Clearly identify in detail the specific grounds of the protest and the facts supporting the particular protest.
- (e) Include all relevant and supporting documentation with the protest at the time of filing.

Prior to a protest being considered valid, DISTRICT shall review the basis of the protest along with all relevant information and documents and will provide the protesting bidder a written decision. If the bid protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid.

- 36. ANTI-DISCRIMINATION: It is the policy of DISTRICT that in connection with all work performed under contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The bidder who is awarded a contract as a result of this bid solicitation agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
- 37. NON-COLLUSION DECLARATION: Bidders on all service contracts are required to submit a Non-collusion Declaration with their bid. This form is included as part of the bid documents and must be signed under the penalty of perjury and dated.
- 38. SMALL, MINORITY AND/OR FIRMS OWNED, OPERATED AND CONTROLLED BY PERSONS WITH DISABILITIES OR DISABLED VETERANS: It is the DISTRICT's desire that small business and firms which are at least fifty-one percent (51%) owned, operated and controlled by women, minorities, persons with disabilities, disabled veterans or firms with effective affirmative action programs shall have the maximum practicable opportunity to participate in the contract awarded to perform the services to be done.
- 39. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT: The Bidder hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end

that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Bid or under any project, program, or activity supported by this Bid. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Bidder agrees to require like compliance by any subcontractors employed on the services by him. The Bidder hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et. seq. or as amended, to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Bidder 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 bid.

40. ANTI-KICKBACK ACT: In the performance of the contract, the Bidder and all subcontractors shall adhere to and comply with all provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).
41. WORK HOURS AND SAFETY STANDARDS ACT: In the performance of any work order/job under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).
42. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to submit more than one response to this Invitation for Bids. A person, firm, or corporation may submit a sub-proposal to another Bidder and/or Bidders and also submit a bid in the name of his firm.
43. EVIDENCE OF RESPONSIBILITY: The bidder shall provide the names of at least three (3) references for whom similar services were provided during the previous five (5) years and shall identify the dollar amount of that service(s), to be submitted with the bid, on the form included as part of these bid documents. Upon the request of DISTRICT, a bidder whose bid is under consideration for award of a contract shall promptly submit satisfactory evidence showing the bidder's financial resources, service/trade experience, legal structure, organization chart, key management personnel, list of service employees in the journeyman, apprentice and labor levels, major equipment inventory, tax payer identification (if not already provided for in the bid form) and plant facilities available for the performance of the contract.
44. COVID-19 CONTRACTOR RESPONSIBILITIES: Prior to commencing any work under this Contract, Contractor shall be required to develop and submit to the District its COVID-19 Exposure Response and Prevention Plan (the “Plan”). The Plan at minimum shall require Contractor to immediately notify the District of any possible COVID-19 infections or potential COVID-19 exposure events involving Contractor and any of its employees, subcontractors and/or suppliers performing work on District property pursuant to the terms of this Contract. The Plan shall be developed and based on information available from the



CDC and OSHA, and shall be amended by Contractor as may be appropriate based on further information provided by the CDC, OSHA, and other public officials. Contractor shall promptly provide to the District any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

45. FORCE MAJUERE: In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, COVID-19 pandemic, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
46. INSPECTION AND ACCEPTANCE: All items provided under this bid and under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing, labeling, and distribution. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder, at no cost to DISTRICT. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provisions of these instructions.
47. QUALITY ASSURANCE: By random inspection, if it is determined by DISTRICT that the equipment/items are not in compliance with the specifications, the successful bidder shall replace, at no cost, any equipment/item that may be rejected.
48. SALES TAX: (A) Do not include California State Sales Tax in Bid. Said tax should be added to Contractor's invoice and paid by DISTRICT. (B) Do not include Federal Excise Tax or Use Tax in the Bid. DISTRICT is not subject to same.
49. PRICES: If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to DISTRICT for as long as the lower prices are in effect, but at no time shall the prices charged DISTRICT exceed the prices bid. DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school District or any other state, county, municipal or local governmental agency in Riverside County for products listed herein.
50. PRICE ESCALATION: In the event that Bidder's supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of the contract, only such

increases may be passed on to District. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to District's Purchasing Director. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of District and shall only be effective upon acceptance by District in writing. In no event, however, shall the total increase in price for any goods under the contract exceed 5% during the initial term of the contract. No increase in overhead and/or profit to Bidder will be allowed.

"Overhead," for the purposes of the contract, shall be defined as the cost to Bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc.

51. BID DOCUMENTS: The following documents complete the bid package:

- Notice Calling For Bids
- Introduction to Bid
- Instructions for Bidders
- ***Bid Form\****
- ***Information Required of Bidder\****
- ***Bid Guarantee Form\****
- ***Bid Bond/Security\****
- ***Non-Collusion Declaration\****
- ***Contractor's Certificate Regarding Workers' Compensation\****
- ***Customer Reference Listing\****
- ***Designation of Subcontractors Form\****
- ***Contractor's Certification Regarding Debarment, Suspension or Other Ineligibility\****
- ***Acknowledgment of Bidding Practices Indemnity\****
- ***Equal Opportunity Certification\****
- Sample Agreement for Services
- Performance Bond
- Payment Bond
- Contractor's Certification Regarding Drug-Free Workplace
- Contractor's Certification Regarding Alcohol and Tobacco
- Contractor's Certification Regarding Background Checks
- IRS Form W-9
- Appendix A – Scope of Work and Specifications
- Exhibit A – Bid Cover Sheet
- ***Bid Form Attachment A – Pricing Worksheet\****
- ***All Addenda as Issued\****

***\* Must be returned with bid package***

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

COMPANY NAME: \_\_\_\_\_

LICENSE No.: \_\_\_\_\_

COMPANY CONTACT NAME: \_\_\_\_\_

COMPANY CONTACT TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BID FORM**

**BID NO. 2020/21-063**

**DISTRICTWIDE TREE MAINTENANCE SERVICES**

**BID CLOSING DATE:**

**Tuesday, November 10, 2020 @ 11:00 A.M.**

**FOR THE**

**CORONA-NORCO UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
2820 CLARK AVENUE  
NORCO, CALIFORNIA 92860  
(951) 736-5050**

**DATE ISSUED: Tuesday, October 6, 2020**

**BID FORM**

TO: The CORONA-NORCO UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT.

1. Pursuant to and in compliance with your Notice Calling For Bids and the other documents relating thereto, the undersigned bidder, having familiarized itself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

**BID NO. 2020/21-063 - DISTRICTWIDE TREE MAINTENANCE SERVICES**

all in strict conformity with the specifications and other contract documents including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ for the amounts as set forth below.  
(Acknowledge receipt of all addenda in the spaces above)

**BASE BID:**

Dollars

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(\$ \_\_\_\_\_).

Amount in Numbers

The award of the bid, if made by DISTRICT, will be to the lowest responsible and responsive bidder based upon the Base Bid service as indicated above.

2. **PAYMENT OF PREVAILING WAGES:** Work funded by non-federal funds shall be subject to the California General Prevailing Wage Determination for the Southern California Area (Locality: Riverside County) as determined and published by the Director of Industrial Relations for the State of California (see Article 9.6 of the General Conditions).

Work funded by federal funds shall be subject to the Federal Labor Standards Provisions under the Copeland Act (29 CFR Part 3) and the Davis-Bacon Act (see Articles 13.7.2 of the General Conditions).

In accordance with Section 16001(b), Article 2, Subchapter 3, Chapter 8, of Title 8 of the California Code of Regulations, the application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.

3. **HAZARDOUS MATERIALS DISCOVERED:** If the Contractor, in response to a work authorization, discovers hazardous materials at the work site, DISTRICT shall consider such a situation as a “differing site condition” and therefore agrees to negotiate fair and reasonable compensation for the Contractor in managing such specialty subcontractors and completing the work. If hazardous materials are discovered, the DISTRICT’s Authorized Representative shall be immediately contacted to obtain direction about how

to proceed.

4. FINGERPRINT CERTIFICATION: Upon notification of contract award, the successful bidder, including all subcontractors, shall be required to comply with the provisions of Education Code Sections 45125.1 and 45125.2 to ensure that no contractor employees or employees of subcontractors who may come in contact with DISTRICT pupils in the performance of the contract have been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
5. TIME FOR COMPLETION: DISTRICT may give a notice to proceed within thirty (30) days of the notice of intent to award. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work within the specified number of days indicated in the notice to proceed and in accordance with the Specifications and Scope of Work and Site Requirements and as specified in the Agreement.

In the event that DISTRICT desires to postpone giving the notice to proceed beyond this one (1) month period, it is expressly understood that with reasonable notice to the CONTRACTOR, the notice to proceed may be postponed by DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to DISTRICT within ten (10) days after receipt by the CONTRACTOR of DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by DISTRICT, DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

6. It is understood that DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of bids.
7. Attached is bid security in the amount of not less than ten percent (10%) of the bid: \$\_\_\_\_\_. Bid bond, certified check, or cashier's check. (circle one)
8. The required List of Designated Subcontractors is attached hereto.
9. The required Non-collusion Declaration for CONTRACTOR and subcontractors are attached hereto.
10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to DISTRICT the Performance Bond and Payment Bond, all within **ten (10)** calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
12. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
13. The names of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

14. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's

License Number: \_\_\_\_\_

License expiration date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Type of License: \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **ten (10)** calendar days from the date of receiving the Notice, DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
16. Pursuant to Government Code Section 4552, in submitting a bid to DISTRICT, the bidder

offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to the bidder.

17. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

18. The bidder is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

\_\_\_\_\_  
Name of Corporation/Partnership/Individual

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature of President/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_  
Signature of Secretary/Designee/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**NOTE:** *If bidder is a **corporation**, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee and the document shall bear the corporate seal; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if bidder is an **individual**, his signature shall be placed above.*

**All signatures must be made in permanent ink.**

**\*INFORMATION REQUIRED OF BIDDER**

**General Information**

Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to Bidder’s firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:  
\_\_\_\_\_  
\_\_\_\_\_

2. Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Type of firm: (Check one)  
Individual\_\_\_\_Partnership\_\_\_\_Corporation\_\_\_\_Joint Venture \_\_\_\_

4. Contractor’s License: Primary class \_\_\_\_\_

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Supplemental classifications held, if any, and license number(s) and expiration date(s): \_\_\_\_\_  
\_\_\_\_\_

No payment shall be made for Work or material under the Contract unless and until the Registrar of Contractors verifies to DISTRICT that CONTRACTOR was properly licensed at the time the bid was submitted, the time the Contract was awarded, and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

5. Have you ever been licensed under a different name or different license number? \_\_\_\_\_  
If “Yes,” give name and license number. \_\_\_\_\_  
\_\_\_\_\_

6. If Bidder’s organization is a corporation, answer the following:  
a. Date of Incorporation: \_\_\_\_\_



- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice-president's Name(s): \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_

7. If Bidder is an individual or a partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_
- b. Name and Address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:  
\_\_\_\_\_  
\_\_\_\_\_

9. List other states in which Bidder's organization is legally qualified to do business.  
\_\_\_\_\_  
\_\_\_\_\_

10. What type of work does Bidder normally perform with its own forces?  
\_\_\_\_\_  
\_\_\_\_\_

11. Number of years as a contractor in work of this type: \_\_\_\_\_

12. Person who attended the Mandatory Pre-Bid Conference for your firm:

Name and Title: \_\_\_\_\_

Date of Conference: \_\_\_\_\_

13. How many years' experience in tree maintenance work has your organization had?

(a) As a general contractor? \_\_\_\_\_

(b) As a subcontractor? \_\_\_\_\_

14. Has your firm or any of its principals defaulted so as to cause a loss to a surety? \_\_\_\_  
 If the answer is “Yes”, give dates, name and address of surety and details.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
15. Have you been assessed liquidated damages for any project in the past three years? \_\_\_\_  
 If “Yes,” explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
16. Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_  
 If “Yes,” explain, and provide case name and number:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
17. Have you ever failed to complete a project in the last three years? \_\_\_\_  
 If so, give name of owner and details:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
18. Within the last five years, has any officer or partner of Bidder’s organization ever been an officer or partner of another organization when it failed to complete a contract? \_\_\_\_  
 If so, attach a separate sheet of explanation.
19. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT? \_\_\_\_  
 If so, please elaborate. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
20. Has your firm ever been found to be “non-responsible” by an awarding agency? \_\_\_\_  
 If so, please elaborate. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Experience and Technical Qualifications**

1. Personnel

Identify the key personnel to be assigned to this Project in a managerial, supervision, or other capacity.

a. List each person’s job title, name, and percent of time to be allocated to the Project:

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b. Summarize each person’s specialized education:

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c. List each person’s years of construction experience relevant to the Project:

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d. Summarize such experience:

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Bidder agrees that personnel named herein will remain on the Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by District.

e. Additional Information:

If Bidder believes there is additional information which has not been included in the questionnaire above, and which would assist District in its evaluation of Bidder, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**Verification and Execution**

This document shall be executed only by a duly authorized official of Bidder.

I certify and 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 \_\_\_\_\_, County of \_\_\_\_\_ State of California.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*BID GUARANTEE FORM**

Accompanying this form and part of the bid form is a bid security in the form of a cashier's check, a certified check ("Bid Bond") payable to the order of the CORONA-NORCO UNIFIED SCHOOL DISTRICT (DISTRICT), or a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, in an amount not less than ten percent (10%) of the total base bid (\$\_\_\_\_\_).

The proceeds of this check shall become the property of said DISTRICT, if, this proposal shall be accepted by DISTRICT through DISTRICT's Board of Education, and the undersigned fails to execute a contract with and furnish the sureties required by DISTRICT within the required time; otherwise, said check is to be returned to the undersigned.

\_\_\_\_\_  
Name of Corporation/Partnership/Individual

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature of President/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_  
Signature of Secretary/Designees/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**NOTE:** *If bidder is a **corporation**, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if bidder is an **individual**, his signature shall be placed above.*

**All signatures must be made in permanent ink.**

**\*BID BOND**

**BID NO. 2020/21-063  
DISTRICTWIDE TREE MAINTENANCE SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ as Principals, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CORONA-NORCO UNIFIED SCHOOL DISTRICT, hereinafter DISTRICT, A SUM IN THE AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE MAXIMUM AMOUNT OF BID (as set forth in the Instructions to Bidders) of the Principal submitted to DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_ for \_\_\_\_\_

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of same, or if no period is specified, within sixty (60) days after said opening; and if the Principal is awarded a contract, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay DISTRICT the difference between the amount specified in said bid and the amount for which DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed there under, 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 to the specifications.

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

(Signatures to follow on next page.)

**IN WITNESS WHEREOF**, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRESIDENT/PARTNER /BIDDER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**WITNESS: (if individual, two witnesses are required)**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**WITNESS: (if corporation/partnership)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

SURETY: \_\_\_\_\_

\_\_\_\_\_

**WITNESS: (if individual, two witnesses are required)**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**WITNESS: (if corporation/partnership)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California).

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**\*NON-COLLUSION DECLARATION**  
**(Public Contract Code Section 7106)**

I, \_\_\_\_\_, am the  
(Print Name)  
\_\_\_\_\_ of \_\_\_\_\_,  
(Position Title) (Company)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**\*CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.

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

\_\_\_\_\_  
Name of Corporation/Partnership/Individual

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature of President/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_  
Signature of Secretary/Designee/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

**NOTE:** *If bidder is a **corporation**, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if bidder is an **individual**, his signature shall be placed above.*

**All signatures must be made in permanent ink.**

**\*CUSTOMER REFERENCE LISTING**

Provide information for all service contracts with comparable complexity and value that have been performed during the previous three (3) years, including, but not limited to, public works projects.

1. Owner's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

Project Description: \_\_\_\_\_

2. Owner's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

Project Description: \_\_\_\_\_

3. Owner's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

Project Description: \_\_\_\_\_

4. Owner's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

Project Description: \_\_\_\_\_

5. Owner's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

Project Description: \_\_\_\_\_

## **DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et. seq.*,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

***NOTE:*** *If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.*



**\*CONTRACTOR'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR  
OTHER INELIGIBILITY  
(Federal Executing Order 12549)**

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 2 above, of this certification; and,
4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

\_\_\_\_\_  
Name of Corporation/Partnership/Individual

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature of President/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature of Secretary/Designee/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**NOTE:** *If bidder is a **corporation**, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if bidder is an **individual**, his signature shall be placed above.*

**All signatures must be made in permanent ink.**

**\*ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY**

TO: CORONA-NORCO UNIFIED SCHOOL DISTRICT  
2820 CLARK AVENUE  
NORCO, CALIFORNIA 92860

RE: **BID NO. 2020/21-063**  
**DISTRICTWIDE TREE MAINTENANCE SERVICES**

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

\_\_\_\_\_  
Name of Corporation/Partnership/Individual

By: \_\_\_\_\_  
Signature of President/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature of Secretary/Designee/Partner/Bidder

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**NOTE:** *If bidder is a **corporation**, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if bidder is an **individual**, his signature shall be placed above.*

**All signatures must be made in permanent ink.**

**\*EQUAL OPPORTUNITY CERTIFICATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

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

Minority Owned \_\_\_\_\_ Woman Owned \_\_\_\_\_ Disadvantaged \_\_\_\_\_

Disabled Veteran Owned \_\_\_\_\_ None of the Other Categories \_\_\_\_\_

**Please check and complete below. This company is:**

Independently Owned and Operated \_\_\_\_\_

An Affiliate of \_\_\_\_\_ Parent Company \_\_\_\_\_

A Subsidiary of \_\_\_\_\_ Address \_\_\_\_\_

A Division of \_\_\_\_\_ \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SAMPLE AGREEMENT FOR SERVICES**  
**BID NO. 2020/21-063**  
**DISTRICTWIDE TREE MAINTENANCE SERVICES**

THIS AGREEMENT, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the County of Riverside, State of California, is by and between the **CORONA-NORCO UNIFIED SCHOOL DISTRICT**, (hereinafter referred to as DISTRICT ), and \_\_\_\_\_ (hereinafter referred to as CONTRACTOR).

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project documents, including the Notice Calling For Bids, Instructions for Bidders, Bid Form, Bid Form Attachment A, Information Required from Bidder, Bid Guarantee Form, Non-Collusion Declaration, Contractor's Certificate of Workers' Compensation, Designation of Subcontractors, Contractor's Certification Regarding Debarment, Suspension or Other Ineligibility, Acknowledgement of Bidding Practices Indemnity, Equal Opportunity Certification, Performance Bond, Payment Bond, Contractor's Certification Regarding Drug-Free Workplace, Contractor's Certification Regarding Alcohol and Tobacco, Contractor's Certification Regarding Background Checks, Specifications, Certificates of Insurance, this Agreement, and all modifications, addenda and amendments thereto, are by this reference incorporated herein. The Project documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, equipment, expendable supplies, and all utility and transportation services as described in the complete contract and required for the **DISTRICTWIDE TREE MAINTENANCE SERVICES** project.

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
4. The work shall be commenced on or before the fifth (5<sup>th</sup>) day after receiving the Notice to Proceed from the CORONA-NORCO UNIFIED SCHOOL DISTRICT and shall be completed per the bid requirements.
5. In the event said CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, the Superintendent

or designee shall so certify to the Governing Board of DISTRICT, and if the CONTRACTOR for a period of ten (10) calendar days after receipt of written demand from DISTRICT to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) calendar days, fails to continue to do so, then DISTRICT may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by DISTRICT to another contractor, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by DISTRICT, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due CONTRACTOR from DISTRICT, or the CONTRACTOR shall pay DISTRICT the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by DISTRICT.

6. The CONTRACTOR agrees to and does hereby indemnify and hold harmless DISTRICT, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for: (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of DISTRICT.
  - b. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.
  - c. The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered DISTRICT, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

Prior to execution of the contract, the successful bidder shall furnish the DISTRICT with insurance endorsements evidencing insurance coverage and further indicating

that the successful bidder's policies have been endorsed to name the "CORONA-NORCO UNIFIED SCHOOL DISTRICT" as an additional insured. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by DISTRICT and that the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice" being given to DISTRICT's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense, maintain the following types of insurance:

- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name DISTRICT, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
  - ii. Business Automobile Liability Coverage with limits as required by the State of California. **Insurance Covering Special Hazards:** Automotive and truck where operated in amounts as above. Material hoist where used in amounts as above.
  - iii. Workers' Compensation statutory limits in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
7. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR.

Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent

from DISTRICT pursuant to the terms of Section 22300. CONTRACTOR shall pay to each subcontractor, not later than twenty (20) days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of the CONTRACTOR.

8. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.
9. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
10. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT.
11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549): By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 11.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
  - 11.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - 11.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 12.2 above, of this certification; and,
  - 11.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local)

terminated for cause of default.

## 12. SB 854 CONTRACTOR DIR REGISTRATION

- 12.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents. The Contractor shall not permit or allow any Subcontractor any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's bid for the Work is not DIR Registered at the time of opening of bids for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request DISTRICT's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).
- 12.2 Certified Payroll Records. In compliance with Labor Code §1771.4 and 1776, it is a material obligation of the Contractor to prepare and submit Certified Payroll Records (CPR) to the Labor Commissioner; and enforcement of CPR preparation and submittal for all Subcontractors of every tier. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to DISTRICT the electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. DISTRICT shall not be obligated to process or disburse any portion of the Contract Price; or shall be deemed in default of DISTRICT's obligations under the Contract Documents unless the Contractor demonstrates strict compliance with CPR preparation and submittal requirements.
- 12.3 Prevailing Wage Requirements (PWR) Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations (DIR) shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay laborers performing any portion of the Work the PWR established for the classification of work/labor performed.

(Signatures to follow on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CORONA-NORCO UNIFIED  
SCHOOL DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Alan P. Giles  
Assistant Superintendent  
Business Services

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Initials/Date Draft  
Board:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(CORPORATE SEAL OF  
CONTRACTOR, if corporation)

\_\_\_\_\_  
Contractor's License No.

**FAITHFUL PERFORMANCE BOND**  
**(100% of Contract)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the CORONA-NORCO UNIFIED SCHOOL DISTRICT of Riverside County, California (hereinafter referred to as "DISTRICT"), awarded to \_\_\_\_\_ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as follows:

**BID NO. 2020/21-063**  
**DISTRICTWIDE TREE MAINTENANCE SERVICES**

**WHEREAS**, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

**NOW, THEREFORE**, we the undersigned Contractor, as Principal, and Surety are held and firmly bound to DISTRICT in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total amount payable by DISTRICT under the terms of the contract awarded by DISTRICT to the Contractor/Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect DISTRICT from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by DISTRICT to be, in default under the contract, DISTRICT having performed DISTRICT's obligations there under, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term

“balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor/Principal by DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by DISTRICT to the Contractor/Principal.

Surety expressly agrees that DISTRICT may reject any contractor or subcontractor which maybe proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of DISTRICT’s objection to Contractor’s/Principal’s further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than DISTRICT named herein or the successors or assigns of DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

**FURTHER**, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or modification of the Project documents, or of the work to be performed there under, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed there under.

Contractor/Principal and Surety agree that if DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT’s reasonable attorney’s fees incurred, with or without suit, in addition to the above amount.

(Signatures to follow on next page.)



IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
**Legal Name of Contractor**

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
**Surety Name**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF  
SURETY

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State  
Commission Expires: \_\_\_\_\_ (SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS**, CORONA-NORCO UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as “DISTRICT”) has awarded to \_\_\_\_\_ (hereinafter designated as the “CONTRACTOR”), an agreement for the work described as follows: **DISTRICTWIDE TREE MAINTENANCE SERVICES** (hereinafter referred to as the “Public Work”); and

**WHEREAS**, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

**NOW, THEREFORE**, We, \_\_\_\_\_, the undersigned CONTRACTOR, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto CORONA-NORCO UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices payment under California Civil Code Section 9350, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 and Public Contract Code 4107.7; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part VI, Title III, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any person named in Section 9100 of the California Civil Code giving such person or his/her assigns or give a right to action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefore; nor by any change or modification of any terms of payment or extension

of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contractor agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100 and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20.

**CONTRACTOR/PRINCIPAL**

\_\_\_\_\_  
Legal Name of Contractor/Principal

By: \_\_\_\_\_  
Signature

**SURETY**

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-in-Fact



## CONTRACTOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant 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:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if DISTRICT determines that I have either: (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**CONTRACTOR CERTIFICATION REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times. When at DISTRICT-owned or DISTRICT–leased buildings, CONTRACTOR hereby agrees to comply with the Corona-Norco Board of Education’s Policies 4050 and 0660 and Education Code 48900 et seq. which states: The District recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The District Board prohibits the use of tobacco products at any time in DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

With respect to the Agreement dated \_\_\_\_\_ by and between CORONA-NORCO UNIFIED SCHOOL DISTRICT (“DISTRICT”) and \_\_\_\_\_ (“CONTRACTOR”) for the provision of construction services, CONTRACTOR hereby certifies to the DISTRICT’s Governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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**CONTRACTOR EXEMPTION**

Pursuant to Education Code section 45125.1, the CORONA-NORCO UNIFIED SCHOOL DISTRICT (“DISTRICT”) and \_\_\_\_\_ (“CONTRACTOR”) is exempt from the criminal background check certification requirements for the Agreement dated \_\_\_\_\_ by and between the DISTRICT and CONTRACTOR (“CONTRACT”) because:

The CONTRACTOR’s employees will have limited contact with DISTRICT students during the course of the CONTRACT; or

Emergency or exceptional circumstances exist.

\_\_\_\_\_  
Signature of District Official

\_\_\_\_\_  
Date

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title



**EXHIBIT A**

FROM:

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**BID RESPONDING TO BID #2020/21-063  
DISTRICTWIDE TREE MAINTENANCE SERVICES**

**DO NOT OPEN UNTIL  
BID DUE DATE: Tuesday, November 10, 2020 at 11:00 AM**

**FIRST CLASS**

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CORONA-NORCO UNIFIED SCHOOL DISTRICT  
2820 Clark Avenue  
Norco, CA 92860  
Attn: Heidi Weber, Purchasing Supervisor