



Solana Beach School District

Bid Package

BID No. 2025-02 DISTRICTWIDE WINDOW WASHING

Submittal Deadline:

Thursday, April 24, 2025 at 2:00 PM, PST

Deliver to:

**Solana Beach School District
Business Services Department (Building E)
309 N. Rios Avenue
Solana Beach, CA 92075**

Contact:

**Vickie Leckie, Senior Buyer, Business Services
vickieleckie@sbsd.net or 858-794-7132**

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Bid Number2025-02

Bid Name.....Districtwide Window Washing

Publication of Notice.....April 3, 2025

Publication Dates.....April 3, 2025 and April 8, 2025

Mandatory Pre-Bid Meeting.....April 10, 2024, 10:00 AM

Deadline for Questions or Inquiries.....April 15, 2025, 2:00 PM

Deadline for Substitution.....April 15, 2025, 2:00 PM

Submit Questions to Email: vickieleckie@sbsd.net

Final Addendum Issued.....April 18, 2025, 2:00 PM

Bid DeadlineApril 24, 2025, 2:00 PM

License(s) Required to Bid

- CSLB C61/D38 Water Blasting Contractor

Estimated Date for Award of Contract.....May 15, 2025

Number Contracts to be Awarded.....One (1)



Bid Documentation

Instruction to Bidders

Book 1 of 2 – Bid Documentation

Please read these instructions carefully before preparing your bid packet for submittal.

SOLANA BEACH SCHOOL DISTRICT NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Solana Beach School District (“District”) of San Diego County, California, acting by and through its Board of Trustees, will receive up to, but not later than, **Thursday, April 24, 2025, 2:00 P.M., PST**, sealed bids for the award of a contract for

Bid No. 2025-02 Districtwide Window Washing

Each bid must conform and be responsive to this Notice, Information for Bidders, and all other documents comprising the pertinent Agreement. All interested parties may obtain a copy of the bid, at no charge, from the District’s website: <https://www.sbsd.k12.ca.us/Page/9141>.

Bids shall be delivered to the Solana Beach School District, Business Services Department (Building E), Attention: Vickie Leckie located at 309 N. Rios Avenue, Solana Beach, CA 92075. Responses must be sealed and clearly marked “**Bid No. 2025-02 Districtwide Window Washing**”. Facsimile or electronic copies of the bid will not be accepted. It is the Bidder’s responsibility to ensure its bid is received by the date and time specified above. Any bid received in the Business Services Department after this date and time shall be deemed non-responsive and returned to the Bidder unopened.

A mandatory pre-bid meeting will be held in person on Thursday, April 10, 2025, at 10:00 a.m. at the Solana Beach School District, in Building E District Office conference room located at 309 North Rios Ave, Solana Beach, CA 92075. After the District Office visit, each of the seven (7) school sites (Carmel Creek, Skyline, Solana Highlands, Solana Ranch, Solana Pacific, Solana Santa Fe, and Solana Vista Schools) will be visited thereafter. A list will be handed out, in the mandatory pre-bid meeting at 10 am, containing the order in which each site will be visited. Failure to attend the meeting and all visits to each site will result in disqualification from bidding on this project.

The class(es) of California contractor’s license(s) required in order to bid on and perform the contract for this project is: CSLB C61/D38 Water Blasting Contractor. Each bidder shall also have no less than three (3) years of experience in the magnitude and character of the work bid.

PREVAILING WAGES: Pursuant of Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No bid will be accepted, nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the bidder, and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. This project is subject to compliance monitoring and enforcement by the DIR. In bidding on this project, it shall be the bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid. Wages rate can be found at the California Department of Industrial Relations web site at <http://www.dir.ca.gov/DLSR/>.

Each bid must be submitted with security in an amount not less than ten percent (10%) of the maximum bid amount as a guarantee that the bidder will enter into the proposed contract, if awarded to the bidder, and will provide the performance and payment bonds, insurance certificates and other documents described in the contract documents. Such security must be in one of the following forms: (1) a cashier’s

check made payable to the district; (2) a certified check made payable to the district; or (3) a bond made payable to the district in the form set forth in the contract documents. Any bond must have been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. The successful bidder will be required to provide both a performance bond and a separate payment bond, each in an amount equal to 100% of the total contract amount. The forms of the bonds are set forth in the contract documents and all bonds must be issued by a California-admitted surety as defined in California Code of Civil Procedure Section 995.120.

The District reserves the right to accept or reject any or all bids or combinations of bids and to waive any irregularities or informalities in any bids or in the bidding process. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of this bid. No objections concerning the application, meaning, or interpretation of these specifications will be considered after the opening of the subject bids.

Gaylin Allbaugh
Clerk of the Governing Board
Solana Beach School District

Publication Dates: The Daily Transcript on April 3, 2025 and April 8, 2025

INFORMATION FOR BIDDERS

AVAILABILITY OF CONTRACTS DOCUMENTS: Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Bid/Contract documents may be obtained from the District webpage located at: <https://www.sbsd.k12.ca.us/Page/9141>.

MANDATORY PRE-BID: A mandatory pre-bid meeting will be held in-person on Thursday, April 10, 2025, at 10:00 a.m. at the Solana Beach School District, in Building E District Office conference room located at 309 North Rios Ave, Solana Beach, CA 92075. After the District Office visit, each of the seven (7) school sites (Carmel Creek, Skyline, Solana Highlands, Solana Ranch, Solana Pacific, Solana Santa Fe, and Solana Vista Schools) will be visited thereafter. A list will be handed out, in the mandatory pre-bid meeting at 10 am, containing the order in which each site will be visited. Failure to attend the meeting and all visits to each site will result in disqualification from bidding on this project.

SUBMISSION OF SEALED BIDS AND PREPARATION OF FORMS: Bids to receive consideration and deemed responsible and responsive shall be made in accordance with the following instructions:

- A) Bids shall be made upon the form therefore obtained from the Business Services Department of the Solana Beach School District properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to be properly filled out, verified and completed in full as they cannot be corrected after bids are opened. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
- B) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit costs and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- C) No bid shall include California sales or use tax, or Federal excise tax. The proposal price is “final price” with no “add-ons” permitted.
- D) The bid must be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be closed in a sealed envelope, addressed with the description of the bid call, the name of the bidder and hand delivered or mailed to the District at: **Solana Beach School District, Business Services Department (Building E), 309 N. Rios Ave., Solana Beach, CA 92075** and must be received at that office on or before the bid deadline (Public Contract code Section 20112).
- E) **It is the bidder’s sole responsibility to ensure that its bid is received prior to the bid deadline.** 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.

- F) Each bidder must submit one (1) original “hard copy” and one (1) electronic copy (.pdf on a “thumb drive”) copy of the bid forms must be submitted to the Business Services Department. Be sure that your company name appears on each page of the Bid documents.
- G) The Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. The bid shall be signed under the correct firm name by an authorized officer or person.

ADDENDA: Bidders are advised that the District reserves the right to amend the requirements of this Bid prior to the date set for opening of bids. Such revisions will be done formally by publishing addendums to the district webpage <https://www.sbsd.k12.ca.us/Page/9141>. If in the judgment of the District, the change is of such nature that additional time is required for Bidders to prepare their bids, the District will change the date of the bid opening in such addendums.

Addendum will be posted on the District webpage for review. Each addendum must be signed and returned with the bid packet to be considered responsive and responsible.

QUESTIONS: All questions must be submitted in writing to Vickie Leckie at vickieleckie@sbsd.net subsequent to the Mandatory Pre-Bid Meeting, and no later than Tuesday, April 15, 2025, at 2 p.m.

WITHDRAWAL OF BIDS: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw their bid after opening deadline for a period of sixty (60) days after the date set for the opening thereof.

PREQUALIFICATION: Bidders must do the prequalification through Quality Bidders through the following webpage: https://www.qualitybidders.com/pages/how_it_works.

OPENING OF BIDS: On April 24, 2025, at 2:00 p.m. sealed bids will be opened and publicly read aloud.

AGREEMENT: The form of agreement, which the successful bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counter parts. The complete contract consists of the following documents: the Notice Inviting Bids, the Information for Bidders, the Contract Specifications, the Accepted Bid Form, the Required Forms, and the Agreement, including all modifications thereof duly incorporated therein. All of the above-named documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary for the proper delivery and installation of all items called for the Contract.

INTERPRETATION OF CONTRACT DOCUMENTS: Discrepancies in, and/or omissions from the plans, specifications or other contract documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request to the bid administrator for an interpretation or correction by the District.

Any interpretation of the Contract documents will be made only by written addenda duly issued. The District will not be responsible for any explanations or interpretations provided in any other manner.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. Addenda will be posted on the District's webpage: www.sbsd.k12.ca.us/Page/9141. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a Bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District.

ESTIMATED USAGE QUANTITIES: This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed at the prices bid.

BID SECURITY, PERFORMANCE BONDS, PAYMENT BONDS, BID BONDS: Each bid must be submitted with security in an amount not less than ten percent (10%) of the maximum bid amount as a guarantee that the bidder will enter into the proposed contract, if awarded to the bidder, and will provide the performance and payment bonds, insurance certificates and other documents described in the contract documents. Such security must be in one of the following forms: (1) a cashier's check made payable to the district; (2) a certified check made payable to the district; or (3) a bond made payable to the district in the form set forth in the contract documents. Any bond must have been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. The successful bidder will be required to provide both a performance bond and a separate payment bond, each in an amount equal to 100% of the total contract amount. The forms of the bonds are set forth in the contract documents and all bonds must be issued by a California-admitted surety as defined in California Code of Civil Procedure Section 995.120.

PREVAILING WAGES: Pursuant of Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the bidder, and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. This project is subject to compliance monitoring and enforcement by the DIR. In bidding on this project, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid. Wages rate can be found at the California Department

of Industrial Relations web site at <http://www.dir.ca.gov/DLSR/>. **(Note: DIR Registration enforcement is temporary suspended through 6/22/2025 and no bid will be rejected due to a contractor's inability to register during this time).**

TERMINATION: This Agreement may be terminated by the District without causes upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

FILING OF BID PROTESTS: A Bidder may protest a bid award if they believe that the award is not in compliance with law, Board policy, or the Bid specifications. A protest must be filed in writing with the Assistant Superintendent of Business Services or designed within five (5) working days after the District issues of Notice of Award Recommendation to award a contract and shall include all documents supporting or justifying the protest. A Bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to pretest the award of the contract. The Assistant Superintendent of Business Services or designee shall review the documents submitted with the Proposer's claims and render a decision in writing within thirty (30) working days. The Assistant Superintendent of Business Services or designee may also convene a meeting with Bidder in order to attempt to resolve the problem. The Bidder may appeal the Assistant Superintendent of Business Services or designee's decision to the Board. The Assistant Superintendent of Business Services or designee shall provide notice to the Bidder of the date and time for Board consideration of the protest at least three (3) business days before the Board meeting. The Board's decision shall be final.

AWARD OF CONTRACTS: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the District, will be by action of the Board of Trustees and to the lowest responsive and responsible bidder. The District intends to award one (1) contract to the lowest responsive and responsible bidder for the service described herein. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

The Board of Trustees of the Solana Beach School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

- A) It is the intention of District to award a contract as determined to be in the best interest of District. The right is reserved to reject any or all bids to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as contained in the specifications.
- B) The rates included in the cost proposal are based on prevailing wage determination.
- C) Do not include Sales Taxes in the bid. Sales Taxes will be added at the time of order. The District will only pay State Sales and Use Tax; however, California Use Tax will be paid to out-of-state only when their permit number is shown on both their bid and invoices.
- D) The District is exempt from payment of Federal Excise Taxes, and will furnish contractor with a tax Exemption Certificate if requested.

- E) If any new or additional taxes were not in effect at the time of the bid but are in effect prior to delivery of bid items, the District shall pay such taxes.

PUBLIC INFORMATION: All materials received by District in response to this invitation for bids shall be made available to the public. If any part of a Bidder's materials is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in bid selection must not be restricted from the public.

BID COSTS: District will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration, or negotiation of this bid.

RENEWAL OPTION: The term of this base contract is for one (1) year with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed (5) five years under Education Code 39803.

NON-CONFORMANCE: When any Bidder shall deliver any service which does not conform to the specifications or when services are unduly delayed, District may, at its option, annul and set aside the contract entered into with said Bidder, either in whole or in part, and make and enter into a new contract in accordance with the law for furnishing such services so agreed to be furnished. Any additional cost or expense incurred by reason of the failure of the Bidder, as above stated, shall be paid by the original Bidder and his sureties, if any.

SIGNATURE: The Bid Form and Agreement and all required documents and certifications must be signed in the name of the Bidder and must bear the signature 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 among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the Bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the contract resulting therefore for the joint venture or partnership. If the bidder is an individual his/her signature shall be placed on such documents.

STATUS OF BIDDER: Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

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BID SPECIFICATION REQUIREMENTS

Scope: The District is seeking for the maintenance of Districtwide window cleaning.

District Staff Member: The District's Department which will oversee the project is Facilities, Maintenance and Operations. The contact for the District is John Leland, at johnleland@sbsd.net or (858) 794-7140.

Initial Term: The initial term of this agreement will be for one (1) year beginning from the date of June 1, 2025, through May 31, 2026. The pricing submitted for the initial term of the contract will remain fixed through May 31, 2026.

Contract Extension: The District reserves the right to extend this contract by mutual agreement between the District and the Awardee for up to four (4) subsequent one-year periods beginning the day after the end of the initial term under the same terms and conditions as the original agreement. Factors that will influence the District in exercising this option will be satisfactory service being rendered by the holder of the contract and any increase or decrease in price requested for the extension.

Renewal Dates and Increase Request: Pricing agreed for the remaining four (4) will remain fixed throughout each contract period ending May 31, 2027, May 31, 2028, May 31, 2029, and May 31, 2030, respectively. The Awardee may only petition for an increase in pricing annually 90 calendar days before the end date of each contract period, as long as price increases does not exceed the rate of inflation determined by the Consumer Price Index (CPI) San Diego-Carlsbad Index, published by the U.S. Bureau of Labor Statistics. If the Awardee requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

Permits and Licenses: Vendors, their employees, and agents shall secure and maintain valid permits and licenses that are required by all County, State, Federal and local laws for the execution of this contract.

License(s) required to bid are CSLB C61/D38 Water Blasting.

Additional Required Licensing/Certification:

1. Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

Invoice/Billing: Invoice(s) will be honored when submitted no later than the 10th working day following the previous calendar month of service.

Contractors Personnel: All personnel assigned to perform under this contract shall be subject to continuous approval by the District and by the Contractor at their discretion.

Contractors Responsibility: Contractor shall provide regular and continuous formal safety instruction for all operating personnel assigned to these contracts.

Conduct of Contractor Employees: Contractors shall be fully responsible for any damage to District property caused by the negligence of the contractor employees to comply with any terms or conditions herein. Repairs or replacement, at the option of the District, may be made by the Contractor or by the District and charged to the Contractor. Contractors acknowledge that the work to be performed under these contracts will be done on District properties and around children. Contractors shall advise all employees to use care, respect and discretion when working in these surroundings.

Experience: Contractors are to have at least three (3) years of successful experience in projects similar in size and scope to the requirements of this Bid. All work is to be performed by trained and licensed personnel fully experienced in performing the work required by these specifications.

Time of Performance: The commencement date is stated on the District's Notice to Proceed. Work may not be performed until the date listed.

Days/Hours of Work: Work may be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday or between 8:00 a.m. and 4:00 p.m. on Saturday.

Submission of Documents by Successful Bidder: Five (5) working days from the notification by the District to the awarded Contractor have been allowed for successful bidder to submit additional data required in the bid documents (i.e. proof of insurance and fingerprinting certification). If the successful bidder does not comply with the requirements, consideration must be given to the next lowest bidder.

Disputes: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the Superintendent or designee. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or to grossly erroneous as necessary to imply bad faith.

In connection with any dispute pending decision under this contract, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Superintendent or designee.

Insurance: Insurance will be covered more in depth in the Bid Submittal Packet Section.

Insurance and Workers' Compensation - The Vendor/Proposer shall submit with their Proposal evidence that they can obtain insurance prior to Contract award.

Vendors shall maintain insurance coverage in the amounts set forth below during the contract period. Not less than fifteen (15) days before new or renewed coverage is required, Vendors shall furnish certificates of insurance for each policy on liability coverage, excess insurance and worker's compensation coverage. Certificates shall provide that a thirty (30) days' prior Notice of Cancellation will be given to the District.

Fingerprinting Requirement: The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees Bidders are subject to the

requirements of Education Code section 45125.2. Contractor must comply with a complete Fingerprint Certification, contained herein.

[Reminder of this page left blank intentionally]

OBJECTIVE/SCOPE OF WORK

The overall objective of this Bid is to provide vendors the opportunity to bid a location price for window washing at each of the district's eight locations, which will allow the District to secure competitive pricing which enables the purchasing process to be completed in a timely manner.

This bid is for Districtwide Window Washing. In the Base Bid Form, Section A, the District has furnished the site locations throughout the District that will require services. Additional services requesting unit prices will be found in Section B and will be used on an "as needed" basis only.

SCOPE OF WORK

Project Title: Districtwide Window Cleaning Services for Solana Beach School District

- 1) The Work consists of any and all labor, materials, goods, supplies, equipment, tools, utilities, temporary facilities, transportation, delivery services, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily complete the Project: (i) in strict accordance with the Contract Documents; and (ii) not later than the Required Completion Date specified in the Master Schedule.
 - 2) Scope of Services: The Contractor will provide cleaning windows, blinds, shades, sills, frames, and screens at various district facilities, as directed by the Solana Beach School District (SBSD), which may include but are not limited to the following tasks:
 - i) Window Cleaning
 - (1) Perform cleaning of both interior and exterior windows.
 - (2) Clean multiple-story building windows, utilizing appropriate equipment to ensure safety and access
 - (a) Blinds and Shades Cleaning
 - ii) Clean and sanitize window blinds and shades to remove dirt, dust, and debris.
 - b) Window Sills and Frames Cleaning
 - i) Clean and sanitize window sills and frames to remove dirt, dust, and debris.
 - c) Window Screens Cleaning
 - i) Remove and clean window screens to remove dirt, dust, and other particles.
 - ii) Report damaged screens
 - d) Soft Water/Spot-Free Cleaning
 - i) Utilize soft water or spot-free water systems to ensure no water stains or mineral spots remain on glass surfaces post-cleaning.
- 3) Access and Logistics
 - a) The Contractor shall coordinate with SBSB to arrange access to the facilities as required.
 - b) The Contractor shall follow all security and access protocols established by SBSB.
 - c) SBSB will provide necessary points of contact for coordination of services.
- 4) Site Specifics
 - a) The Contractor shall clean windows, blinds, shades, sills, frames, and screens at various facilities listed in the attached site address list. The Contractor must review the list and prepare to address any site-specific challenges or requests from SBSB.
- 5) Unit Cost for Additional Services
 - a) The Contractor must provide unit costs for the following services, which may be required during the course of the contract:

- i) Tape and Tape Residue Removal, Unit cost: \$[Insert Cost per Unit]
- ii) Overspray Removal, Unit cost: \$[Insert Cost per Unit]
- iii) Hard Water Stain Removal, Unit cost: \$[Insert Cost per Unit]
- iv) Bug Removal, Unit cost: \$[Insert Cost per Unit]
- v) These additional services may be requested as needed, and prices should reflect the labor, materials, and any special equipment required to complete the tasks. Invoices shall include detailed descriptions of the work performed.

The Contractor will be required to perform and complete window washing by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work in a professional, thorough, and timely manner, in accordance with industry standards and specifications contained in this section.

The District requires that the Contractor provide the management expertise, knowledge, and ability to perform the services required at the District's eight (8) locations.

The Solana Beach School District (District) does not guarantee a specific amount of work for Section B found on the Bid Form and the quantity of work is based on the District's needs.

PROJECT SPECIAL PROVISIONS

A. CLEAN UP

Contractor shall clean all job sites daily and when work is completed.

Each day's scheduled work shall be completed and cleaned up and **under no circumstances shall any equipment be left on site or on the street overnight when feasible.** Contractor's equipment may be stored overnight, with advance approval, in the District yards; however, the District will not be responsible for the security of Contractor's equipment.

The District staff or other authorized representative shall be the sole judge as to the adequacy of the clean-up.

B. INSPECTIONS

The District or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

C. CORRECTION OF UNSATISFACTORY WORK AND/OR UNAUTHORIZED WORK

All work will be subject to inspection at any time by a Representative of the District, who will have authority to reject any work or materials deemed unsatisfactory. Contractor shall remedy all unsatisfactory work in a manner acceptable to the District contact personal, regardless of cost to the Contractor. Any extra work done without written authorization will be considered as unauthorized and will not be paid for by the District.

D. HOLDING PAYMENT

The District may withhold payment to such extent as may be necessary to protect the District from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed, or reasonable evidence indicating probable filing of claims.
3. A reasonable doubt that the contract can be completed for the balance unpaid.

E. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The District may modify these specifications with the joint approval of the Contractor and the District Purchasing Agent. All modifications shall be in writing.
2. In the event that the District should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. Correction of Unsatisfactory Work and/or Unauthorized Work. All work will be subject to inspection at any time by a Representative of the District, who will have authority to reject any work or materials deemed unsatisfactory. Contractor shall remedy all unsatisfactory work in a manner acceptable to the District contact personal, regardless of cost to the Contractor. Any extra work done without written authorization will be considered as unauthorized and will not be paid for by the District.
6. Pricing in Section B is being requested for additional work that could be requested to be performed. However, there is no guarantee of such requests and/or estimated quantity.
 - Tape and tape residue removal
 - Overspray removal
 - Hard water stain removal
 - Bug removal

[Reminder of this page left blank intentionally]

Exhibit A

SOLANA BEACH ADDRESS LIST AND MAP

School Sites

Carmel Creek School
4210 Carmel Center Road, San Diego, CA 92030

Skyline School
606 Lomas Santa Fe, Solana Beach, CA 92075

Solana Vista School
780 Santa Victoria, Solana Beach, CA 92075

Solana Pacific School
3901 Townsgate Drive, San Diego, CA 92130

Solana Highlands School
3520 Long Run Drive, San Diego, CA 92130

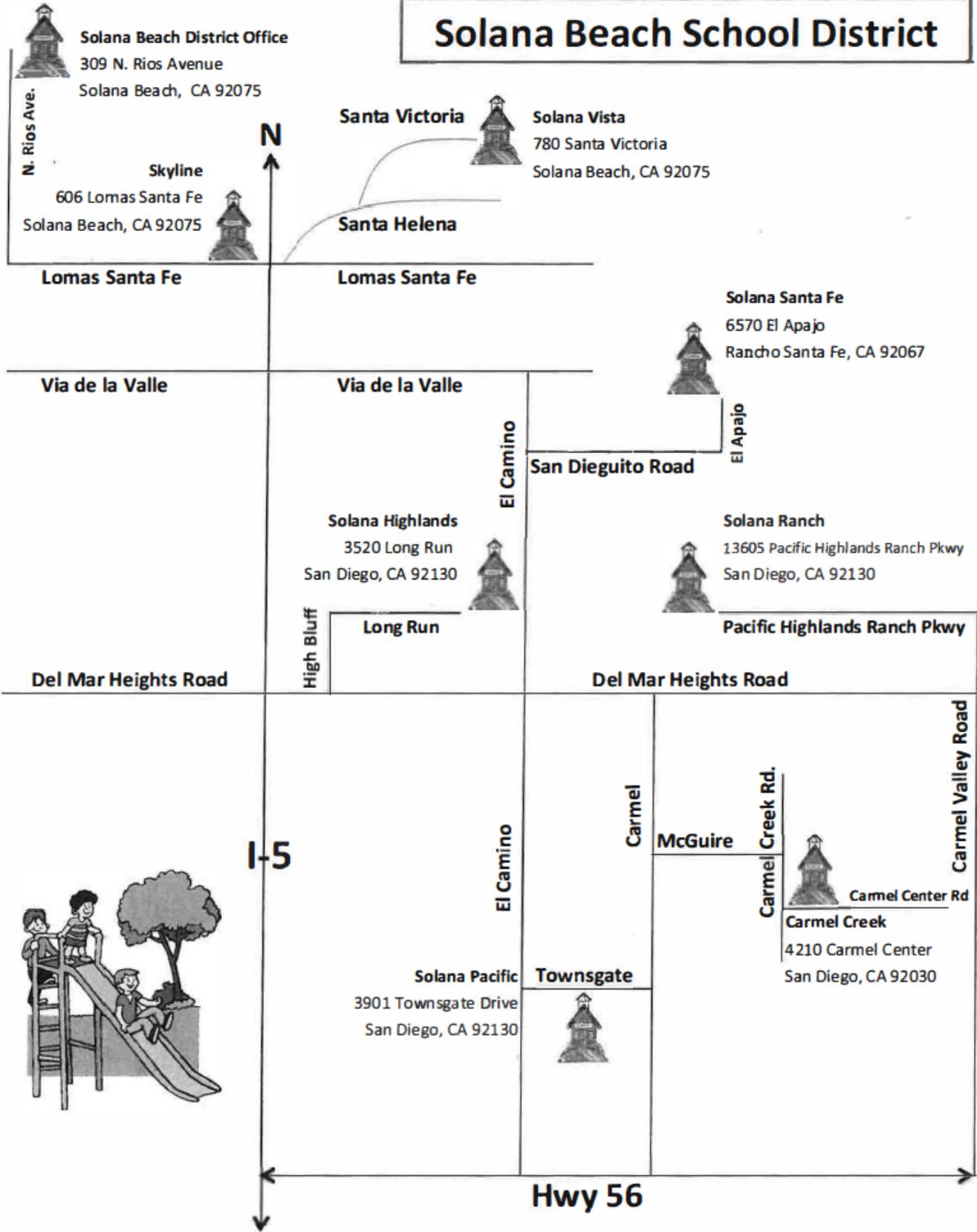
Solana Ranch School
13605 Pacific Highlands Ranch Parkway, San Diego, CA 92130

Solana Santa Fe School
6570 El Apajo, Rancho Santa Fe, CA 92067

District Office

Solana Beach District Office
309 N. Rios Avenue, Solana Beach, CA 92075

Solana Beach School District



Updated 2/7/14

Map Not to Scale

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Solana Beach School District, San Diego County, California, hereinafter called the District, and _____, hereinafter called the Contractor for Bid 2025-02 Districtwide Window Washing.

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

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Proposers, the Information to Proposers, the Accepted Proposal, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
2. **SERVICES, MATERIALS AND SUPPLIES:** The Contractor agrees to furnish the service or services, the item or items of the stated proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth.
3. **PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

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

5. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** DISTRICT may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

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

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

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

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

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

8. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

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

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

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

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

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

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

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

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

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

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

17. **CONDITIONAL PROPOSAL:** The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases, which were not specified in the original RFP document.

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

CONTRACTOR:	DISTRICT:
	<u>Solana Beach School District</u>
By:	By:
Name:	Name: <u>Antonio Gurrola, Jr.</u>
Title:	Title: <u>Asst. Supt. Business Services</u>
Date:	Date:

PERFORMANCE BOND

THAT WHEREAS, Solana Beach School District (hereinafter referred to as “District”) has awarded to _____, (hereinafter referred to as the “Contractor”) an agreement for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID** (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well 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 the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District’s option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph

shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

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

Contractor / Principal _____

Name _____

By (Signature of Contractor) _____

Surety:

By (Attorney in Fact) _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____. (The above must be filled in by corporate attorney.)

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for Service of Process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for Service of Process in California) _____

PAYMENT BOND

WHEREAS, the Solana Beach School District (hereinafter designated as the “District”), by action taken or a resolution passed _____, 20__ has awarded to _____ hereinafter designated as the “Principal,” a contract for the work described as follows: **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID** (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code sections 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project (“Bond”); and

WHEREAS, the term “Claimant” shall refer to any of the persons described in California Civil Code section 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased, or rented.

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

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys’ fees as fixed by the court, as set forth in Civil Code section 9554.

If the Principal promptly, fully, and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the District of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, one (1) of this instrument, which shall for all purposes be deemed unoriginal thereof, has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal (Property Name of Contractor) _____

By (Signature of Contractor) _____

(Seal of Surety) Surety _____

By (Attorney in Fact) _____

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor, and Surety, and a Power of Attorney MUST BE ATTACHED.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;">(Applies to accounts maintained outside the United States.)</p> <p>5 Address (number, street, and apt. or suite no.). See instructions. _____</p> <p>6 City, state, and ZIP code _____</p> <p>7 List account number(s) here (optional) _____</p> <p style="text-align: right;">Requester's name and address (optional) _____</p>
--	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person _____	Date _____
------------------	--------------------------------	------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Solana Beach School District** is to be named as **Additional Insured and Certificate Holder**.

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability incl. Contractual Liab. and Broad Form Property Damage	\$1,000,000 minimum limit per occurrence \$2,000,000 minimum general aggregate
---	---

Automobile Liability:	\$1,000,000 minimum limit per occurrence
-----------------------	--

Workers' Compensation:	As required by the California Labor Code
Employers' Liability:	\$1,000,000 minimum limit

For all insurance coverages provided by Vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Vendor agrees to defend, indemnify, save and hold harmless the District, its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured endorsements for District, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects:

liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its subsidiaries, officials, employees and the Board of Trustees.

2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects the District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the Vendor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- E. The Description of Operations section must include the following: The District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

The Vendor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

[Reminder of this page left blank intentionally]

Certificate of Liability Insurance

Vendors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Business Services Department.

The insurance requirement is a two page document of the following:

The Solana Beach School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the Solana Beach School District as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Solana Beach School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

See the following example.

[Reminder of this page left blank intentionally]



Bid Submittal Packet

Book 2 of 2 – Bid Submittal Packet

All of these forms must be completed and returned for consideration of your bid.

Please read the instructions and documentation carefully before preparing your bid for submittal.

BID SUBMITTED BY: _____
(NAME OF COMPANY SUBMITTING BID)

BID INSTRUCTIONS AND FORMAT

INTRODUCTION

To be considered responsive to this bid, bidder must submit bids in the format identified in this section. All requirements and questions in the bid must be addressed and all requested data must be supplied. The District reserves the right to request additional information that, in the District's opinion, is necessary to assure that the Bidder's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

PREPARATION

Bids should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this bid; however, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the bid. Bids should emphasize the bidder's demonstrated capability to perform the required service.

SUBMITTAL REQUIREMENTS

Number of Copies: Each Firm must submit one (1) digital in USB Drive and one (1) hard copies of its proposal.

BID FORMAT

In order for a bid to be considered, said bid shall adhere to the following format for organization and content. Bid must be divided into the individual sections listed below.

PART I - COVER LETTER

The cover letter shall include a brief statement of intent to perform the service, qualifications for selection and signature of an authorized officer of the organization who has legal authority in such transactions. Bids with unsigned cover letters will be rejected. The cover letter must also provide the name, position, and full contact information for the individual designated as the Bidder's contact for this proposal.

PART II - TABLE OF CONTENTS

The table of contents shall identify the contents of the bid in a format consistent with the bid requirements and format set forth herein.

PART III - BACKGROUND AND EXPERIENCE

Each bidder shall include a description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel. The description shall show that the bidders possesses the demonstrated skills and experience in specific areas of the scope of work.

The bids shall include:

1. Background of company and detail for any project that relates specifically to this bid
2. Describe the company's experience in conducting these types of services
3. Resumes of the staff members to be assigned to the District
4. Reference Sheet with a minimum of three (3) school District references

PART IV – SCOPE OF SERVICES

A statement of the bidder's understanding of work to be performed. The windows to be washed which are designated for maintenance work under this agreement are initially expected to be all

windows located on the district property (8 locations) in the regular school year, but there may be additional work as needed and explained in the section Minor Modification and/or Additional Work.

PART V – BID FORM

Bidder shall include a completed and signed Bid Form.

PART VI – REFERENCE CHECK FORM

Bidder shall include relevant California public school district references.

PART VII – REQUIRED FORMS

See the “Bid Submittal Checklist” page for the required items at the time of submission.

[Reminder of this page left blank intentionally]

Bid Submittal Checklist

This checklist must be completed to confirm the items have been included with your company’s bid. Place a checkmark or “X” next to each item that you are submitting to the District. To be considered responsive, all required attachments must be returned. This checklist should be returned with your proposal.

Documentation Required at the time of submission:	
	Bid Submittal Package Cover Page
	Bid Submittal Checklist
	Bid Form/Base Bid Form
	Digital Copy of Proposal (USB Drive)
	Information Required of Bidder/Vendor Information
	Bid Bond (or Cashier's Check)
	Contractors and Subcontractor Fingerprinting Certification
	Contractor's Certification Regarding Workers' Compensation
	Designation of Subcontractors
	Designation of Disable Veteran Business Enterprise (DVBE) Subcontractors
	Asbestos-Free Materials Certification
	Recycle Content Certification
	Drug-Free Workplace Certification
	Iran Contracting Act Certification
	Non-Collusion Affidavit
	Conflict of Interest
	Tobacco Use Policy
	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
	Certification of Contractor and Subcontractor Division of Industrial Relations Registration
	California Air Resources Board (CARB)
	Addenda Acknowledgement(s)
	SBSD's CUPCAA Registration Form Completed and Submitted (if applicable)
Documentation Required Upon Notification of Contract Award	
	Agreement
	Performance Bond
	Payment Bond
	Certificate of Liability Insurance (including proof of Automobile Insurance)
	Proof of Workers' Compensation Insurance
	Builder's Risk or Umbrella Insurance Policy
	W-9 Form

BID FORM

A. Pursuant to the District's "Notice to Bidders" and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Project: **Districtwide Window Cleaning Bid**

Bid No.: **2025-02**

all in strict conformity with the Project Documents, including Addenda Nos. ____, ____,
____ and _____, on file at the office of the Business Services Department of said District.

Please provide an attachment to your bid for any of the following items that require additional information.

B. REQUESTS FOR WINDOW WASHING WILL BE MADE ONLY BY THE MAINTENANCE DEPARTMENT OF THE DISTRICT and no other departments within the District. If a vendor honors a request without the above procedure, the vendor accepts all responsibilities and the District is in no way obligated to honor the work processed or any responsibilities as requested.

C. METHOD FOR AWARDED BID - Award(s) will be based on best value. The bidder awarded will be contacted first and sequentially thereafter.

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

[Reminder of this page left blank intentionally]

Base Bid Form

Please complete this estimate utilizing the quantities listed below in Sections A, including the Grand Total and Section B. This “Bid Form” includes Section A, Section B, and Grand Total. Section B is pricing for additional work if needed and will not be used for awarding purposes. **Section A including the Grand Total is being used to determine the lowest responsive bidder (e.g., a total of unit prices multiplied by the quantities), therefore each line must be filled out completely or the contractor bid form may be deemed non-responsive.** The undersigned proposes to furnish all required labor, materials, supplies, equipment, and/or services.

Section A:

Item #	Description	Unit	Quantity	Unit Price	Estimated Line Total Cost
1	Carmel Creek	Price per Location	1		
2	Skyline	Price per Location	1		
3	Solana Highlands	Price per Location	1		
4	Solana Ranch	Price per Location	1		
5	Solana Pacific	Price per Location	1		
6	Solana Santa Fe	Price per Location	1		
7	Solana Vista	Price per Location	1		
8	District Office	Price per Location	1		
Estimated Section A (Items 1-8) Total Cost					
Grand Total					

Section B:

Item #	Description	Unit	Unit Price
1	Tape and Tape Residue Removal	Price Per Unit/Window	
2	Overspray Removal	Price Per Unit/Window	
3	Hard Water Stain Removal	Price Per Unit/Window	
4	Bug Removal	Price Per Unit/Window	

Bid pricing will be based and awarded on Section A, including the Grand Total. Section B is pricing for additional work if needed and will not be used in the awarding process.

Continue Base Bid Form

I declare under penalty of perjury under the laws of the State of California that I have read and understand fully the aforementioned information (on the “Bid Form”), and that the foregoing information is true and correct:

Proper name of Individual, Company or Corporation

Authorized Signature

Type or Print Signer’s Name

Title

Address

Telephone

Date

[Reminder of this page left blank intentionally]

INFORMATION REQUIRED OF BIDDERS

A. GENERAL INFORMATION.

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

1. Firm name and address: _____

2. Telephone: _____
3. FAX: _____
4. E-mail Address: _____
5. Type of firm: (check one) Individual Partnership Corporation
Joint Venture Association Other
6. Names and titles of all local officers of the firm:

7. Ownership: List all individuals that own 10% or more of the firm.
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____
8. Number of years that the firm has been in business under the present ownership:
_____ years.

9. 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:

10. 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.

11. Have you been assessed liquidated damages for any project in the past three years? If "Yes", explain:

12. Have you ever failed to complete a contract in the last three years? ____ If so, give owner and details:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of the District, other than Purchase Orders or Contracts? Yes ___ No ___ If "Yes", please explain.

B. LIST OF REFERENCES

The following information should contain persons or entities familiar with the Proposer's work:

1. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

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 _____ State of

City, County)

(Signature of Officer)

(Typed name of Officer)

Vendor Information Form

In order to process any type of payment and issue a purchase order, your organization or company information must be added or verified in our system. Please complete this Vendor Information form and return promptly via email to vickieleckie@sbsd.net. If further assistance is needed, please contact **Vickie Leckie** at the email listed above.

PLEASE PRINT OR TYPE

Company/Organization Name: _____

“Doing Business As”: _____

Is your Company a Corporation? (If other, please specify) _____
Provide One of The Following:

Federal Tax I.D.: _____ Employer I.D.: _____

Social Security No.: _____

(THE COMPANY/ORGANIZATION W-9 FORM NEEDS TO ACCOMPANY THIS VENDOR INFORMATION FORM)

Type of Service:

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1):

Contractor DIR Registration No.: _____ Expiration Date:

Contractor License No.: _____ Contractor License Type:

Expiration Date: _____

Mailing Address Information: (Correspondence/Contracts/Purchase Orders/Payment Checks)

Contact Information	Payment Checks Mailing Address <small>(if different from Mailing Address)</small>
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Attention: _____	Attention: _____
Email Address: _____	Email Address: _____
Phone Numbers: _____	Phone Number: _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 20__ by and between Solana Beach School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's board of education 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's 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).

Signature of Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Solana Beach School District ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor because:

- 1) The Contractor's employees will have limited contact with District students during the course of the Contract;
- 2) Emergency or exceptional circumstances exist; or
- 3) With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

Signature of School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR CERTIFICATION

The Solana Beach School District ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID**. This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's board of education 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).

Signature of Subcontractor's Representative

Date

SUBCONTRACTOR EXEMPTION

The Solana Beach School District ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID**. Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

- 1) The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- 2) Emergency or exceptional circumstances exist; or
- 3) With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

Signature of School District Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Solana Beach School District (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Contractor") for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID** (hereinafter referred to as the "Project"). This form is required from all successful Bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, 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:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation, and employee-assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations.

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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agrees to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is

subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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

Executed on this _____ day of _____, 20____ at _____.

Name of Contractor (Print or Type) _____

Signature_____

Print Name_____

Title_____

Subscribed and sworn before me this _____ day of _____, 20_____

_____ Notary Public in and for the State of California

My Commission Expires: _____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CONFLICT OF INTEREST

All Proposers shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of the District did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each District position held?

f. What was your last date of employment?

2. Do any Board of Trustee Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Trustee Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does him/her own?

3. Are any of your former employee(s), (Consultants) presently employed by the District? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day

_____, _____, 20_____; in the
(Day) (Month) (Year)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

[Reminder of this page left blank intentionally]

TOBACCO USE POLICY

In the interest of public health, the District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Proposer agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Proposer

Signature

Date

[Reminder of this page left blank intentionally]

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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 provisions before commencing the performance of the work of this contract.

Name of the Vendor

By:

Signature

Print Name

Title

Date

(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 the contract.)

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the Solana Beach School District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE 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 the ____ day of _____, 20____ for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID.**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will 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 Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 20____, the name and corporate seal of each corporation.

Principal / Contractor _____

By (Signature of Contractor) _____

Title _____

(Seal of Surety) Surety _____

By (Attorney in Fact) _____

Title _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor’s Total Bid Price. No additional time shall be granted to provide the below requested information, except as permitted by law.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of work, to be performed under the Contract in excess of one-half of one percent (0.5%) of the Contractor’s Total Bid Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that work, and that it shall perform that portion itself.

Subcontractor Name, Contact Person, Address and Phone Number	Subcontractor’s License # and DIR Registration #	Description of Work	% of the Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor, and shall attach a copy of the subcontractor's certification letter.

Subcontractor Company Name, License # and DIR Registration #	DVBE Reference Number

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID**, (hereinafter referred to as the "Project"), and submitted it to the Solana Beach School District (hereinafter referred to as the "District") on behalf of _____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information, and belief, in completing the Contractor's Work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this _____ day of _____, 20____ at _____.

Name of Contractor (Print or Type) _____

Signature _____

Print Name _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____

_____ Notary Public in and for the State of California

My Commission Expires: _____

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for **BID 2025-02 DISTRICTWIDE WINDOW WASHING BID**, (hereinafter referred to as the “Project”), and submitted it to the Solana Beach School District (hereinafter referred to as the “District”) on behalf of _____ hereinafter referred to as the “Contractor”).

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Postconsumer Material _____ % Secondary Material

Executed on this _____ day of _____, 20____ at _____.

Name of Contractor (Print or Type) _____

Signature_____

Print Name_____

Title_____

Subscribed and sworn before me this _____ day of _____, 20_____

_____ Notary Public in and for the State of California

My Commission Expires: _____

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Bidder is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

NON-COLLUSION AFFIDAVIT

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

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

1. The participant or respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

California Department of Education
PRU 11 – December 2019

CERTIFICATION OF CONTRACTOR

AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, If the Project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid for, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____ (Name) _____ (Title)
certify that _____ (Contractor Name) is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number _____ Expiration date June 30, 20__.

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its bid invitation the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish the DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness. I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature

Date

SPECIAL INSTRUCTIONS – CARB COMPLIANCE

This form to be submitted with bid proposal at due date and time established in bid paperwork.

CALIFORNIA AIR RESOURCES BOARD (CARB)

<https://ww2.arb.ca.gov/>

For any project awarded after January 1, 2024, under the newly added requirements, Public Works Awarding Bodies will now be required to obtain valid **Certificates of Reported Compliance (“CRC”)** from all contractors and listed subcontractors before awarding the project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days’ notice.

The Regulations apply to all “Public Works Awarding Bodies,” which is broadly defined as “any public agency (state, county, city, school board, water district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.”

Certificates of Reported Compliance (“CRC”) are required at time of bid submittal and must be included with bid proposal by stated due date / time. Proof of bidder and subcontractor certification is to be attached to this page at the time of bid submittal.

The ARB Diesel Off-road Online Reporting System (DOORS) reporting system is where they are able to obtain their Certificates of Reported Compliance: DOORS (ca.gov). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website is the Off-Road Zone <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>

Questions, please call the DOORS Hotline at 877-593-6677 or email doors@arb.ca.gov. Please note, at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

Fact Sheet: Contracting Requirements | California Air Resources Board
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements>

Bidder Acknowledges CARB Compliance _____

Name of Bidder: _____