



**RFP 23-24-08**  
**REQUEST FOR PROPOSALS**  
**for**  
**RP Weight Room Equipment**  
**Submittal Due on or Before:**  
**October 27, 2023 at 2:00pm**  
**Deliver To:**  
**Oro Grande School District**  
**19900 National Trails Hwy**  
**Oro Grande, CA 92368**  
**Attention: Purchasing Department**

**For Additional Information**  
**Contact:**  
**April Lara | Director of Purchasing**  
[bids@orogrande.org](mailto:bids@orogrande.org)

## **TABLE OF CONTENTS**

### **BIDDING REQUIREMENTS**

Notice to Bidders.....	3
Purpose.....	4
Background.....	4
Instructions to Bidders.....	5

### **REQUIRED BID FORMS.....**

Bid Form.....	16
Designated Subcontractors List.....	22
Substitution Request Form.....	24
Bid Bond.....	26
Non-Collusion Declaration.....	28

### **REQUIRED CONTRACT FORMS.....**

Service Agreement.....	30
Payment Bond.....	37
Performance Bond.....	38
Workers' Compensation Certification.....	39

### **SPECIFICATIONS**

Specifications.....	41
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### **EVALUATIONS**

Evaluation Team, Procedures, and Selection.....	46
Proposal Evaluation Criteria and Scoring.....	47

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **2:00 PM on October 27th, 2023**, sealed bids for the purchase of:

### **RP Weight Room Equipment**

#### **Bid No. 23-24-08**

Oro Grande School District ("District") is requesting proposals from qualified providers for Weight Room Equipment and Install. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to [bids@orogrande.org](mailto:bids@orogrande.org). All proposals must be clearly marked with bid number and title.

It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Request For Proposals. Proposals received later than the designated time and specified will be returned to the bidder unopened. Facsimile submittals of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: [https://www.orogrande.net/departments/business\\_services/purchasing](https://www.orogrande.net/departments/business_services/purchasing) or by contacting April Lara in our Purchasing Department via email to [bids@orogrande.org](mailto:bids@orogrande.org). Please note the Bid No in your email.

#### **TIMELINE**

Initial RFP Posting & Official Notice on 10/16/2023

**RFP Questions Due from Proposers at 10:00am on 10/20/2023**

Districts Response to Questions by 11:00 am on 10/24/2023

**RFP Responses Due/Public Bid Opening 2:00 pm on 10/27/2023**

Notification of Selected Vendor on or before 3:00 pm on 11/10/2023

*\* Subject to change at District discretion*

## **PURPOSE**

Oro Grande School District is seeking proposals from qualified providers to provide Weight Room Equipment for Riverside Preparatory High School.

### **BACKGROUND**

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

## **INSTRUCTIONS TO BIDDERS**

1. **Format of Proposals:** The Oro Grande School District ("DISTRICT") invites Proposals to be submitted at the time and place stated in the Notice to Bidders. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
  - 1.1. Title Page
  - 1.2. Cover letter – Proposer must include a letter of introduction including contact information.
  - 1.3. Table of Contents
  - 1.4. Profile of Firm – The following information should be included:
    - 1.4.1. Key Personnel
      - 1.4.1.1. Sales: Contact Representative, Phone Number, Email Address, Mailing Address
      - 1.4.1.2. Billing/Accounting: Contact Representative, Phone Number, Email Address, Mailing Address
    - 1.4.2. Commitment Statement: Commitment that key personnel will be available throughout contract and will not be removed without notification to the District
    - 1.4.3. Location of the office from which the work will be provided and the staff allocation at that office.
    - 1.4.4. References: Proposer must provide a list of 3 references for services, equipment, and/or facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, and contact information.
  - 1.5. Project Team - Including, but not limited to:
    - 1.5.1.1. Name and Title
    - 1.5.1.2. Contact Information
    - 1.5.1.3. Size of Project Team
    - 1.5.1.4. Project Organization Chart.
  - 1.6. Approach - Proposer's approach to accomplish the Scope of Work Requirements.
    - 1.6.1. Description of proposer's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
    - 1.6.2. Provide a work plan or description of how the work will be performed by the vendor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
    - 1.6.3. Indicate whether your firm will be subcontracting a portion(s) of the work. If so, indicate the name of the subVendor, the portion of the work to be subcontracted, and their State of CA Vendor's License Number (if applicable).
    - 1.6.4. Describe your firm's approach to resolving problems that may be encountered in the field.
  - 1.7. Any other information required by this RFP or its addenda which may not be listed above.
  - 1.8. Bid Form – Proposers shall submit proposed pricing on the attached Bid Form in accordance with the instructions in #3 of the Instructions to Bidders.
2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firms' proposal may be deemed non responsive.

3. Preparation of BID Form: Bids ("Bid" or "Bids") shall be submitted on the attached bid form, completed in full. All bid items and statements shall be properly filled out. 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 signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid. Bidders can Bid on individual line items or the Bid as a whole by selecting the box next to the line item on the Bid Form.
4. Questions: In order for Bidder to receive answers to questions or addenda, DISTRICT must receive the information by the date specified in the timeline. If Bidder does not receive confirmation from DISTRICT that its information has been received, Bidder must contact DISTRICT to ensure DISTRICT received the information.
  - 4.1. All questions raised by Bidders will be answered with an Addendum to the bid, each Addendum will be posted on the District website.
  - 4.2. It is the responsibility of the Bidder to check the District website for Addendum information.
5. Form and Delivery of Bids: The Bid shall be made on the bid form provided, and the complete Bid together with any and all additional materials as required by the Contract Documents, as defined in the Agreement, shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Bidders for the opening of bids. The envelope shall be plainly marked with Bidder's name, address, the bid #, title, and the date and time for opening of bids or via email to [bids@orogrande.org](mailto:bids@orogrande.org) clearly marked with the bid #, title, and the date and time for opening of bids. Emailed documents must be sent as a clear PDF or Word document. Additionally Bids can be submitted through DemandStar <https://www.demandstar.com/app/agencies/california/oro-grande-school-district/procurement-opportunities/79ebb575-f9d6-48ca-bb8c-572c197bcd3/>
  - 5.1. It is the Bidder's sole responsibility to ensure that its Bid has been received in the Purchasing Department prior to the scheduled closing time for receipt of bids.
  - 5.2. In accordance with Government Code section 53068, any Bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice to Bidders for the opening of bids, the sealed Bids will be opened and read out loud.
6. Signature: Any signature required on the Contract Documents must be signed in the name of Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If 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 sign all necessary documents for the joint

venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

7. Modifications: Bidder shall not modify the Bid Form. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form, Contract, or other District-provided documents. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the Bid as not being responsive to the invitation to bid. No oral or telephonic modification of any Bid submitted will be considered.
8. Erasures, Inconsistent or Illegible Bids: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event DISTRICT determines that any Bid is unintelligible, inconsistent or ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to bid.
9. Examination of Contract Documents: At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid; determine the character, quality, and quantity of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions to Bidders. Bidders shall not at any time after submission of the Bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials and/or supplies to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
10. Award of Contract: DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bid or in the bidding. If two identical low Bids are received from responsible Bidders, DISTRICT will determine which Bid will be accepted pursuant to Public Contract Code section 20117. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
11. Competency of Bidders: In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of Bidder for the performance of the work or the supply of equipment and/or supplies covered by the Bid. By submitting a Bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the work or the supply of equipment and/or supplies. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidder to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's

satisfaction within the prescribed time; and DISTRICT reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment and/or supplies requires a license, no Bid will be accepted from a Bidder who is not licensed in accordance with applicable State law.

12. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Bidder shall secure the payment of compensation to all employees. Bidder shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
13. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Bidder agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
14. Hold Harmless: Bidder shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
  - 14.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Bidder or any person, firm or corporation employed by Bidder upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Vendors who are directly employed by DISTRICT.
  - 14.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Bidder, either directly or by independent contract, and not by the active negligence of DISTRICT.
  - 14.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
  - 14.4. Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
15. Excise Taxes.
  - 15.1. Bidder will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents.



- 15.2. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.
16. Sales Tax: Bidder shall include San Bernardino County, California sales tax in its Bid (7.75%) as outlined on the Bid Form.
17. Delivery Charges: Bids must be priced F.O.B. destination unless the Contract Documents invite quotations for delivery and freight to be set apart or as separate cost items.
18. Status of Bidder: Bidder is, and shall at all times be deemed to be, an independent Vendor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. 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 work or 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. DISTRICT shall be permitted to monitor the activities of the Bidder to determine compliance with the terms of the Agreement.
19. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this section.
20. District's Right to Terminate Contract:
- 20.1. Termination for Cause: If Bidder refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Bidder should be adjudged bankrupt, or if Bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Bidder persistently disregards laws, ordinances or instructions of DISTRICT, or if Bidder should otherwise be guilty of a substantial violation of any provision of the Agreement, then Bidder shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.
- 20.1.1. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Bidder, and surety shall have the right to take over and perform the Agreement, provided, however, that if

surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Bidder. Bidder and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to Bidder as may be on the site of the work and necessary therefor.

- 20.1.1.1. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to DISTRICT.

20.2. Termination for Convenience: DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Bidder shall:

- 20.2.1. Cease operations as directed by DISTRICT in the notice;
- 20.2.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- 20.2.3. Not terminate any insurance provisions required by the Contract Documents.
- 20.2.4. In case of such termination for DISTRICT's convenience, Bidder shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
- 20.2.5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

21. Substitution for Specified Items: Whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal," and Bidder may, under the provisions of Public Contract Code section 3400, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process or article offered by Bidder is not, in the opinion of DISTRICT, substantially equal or better in every respect to that specified, then Bidder shall furnish the material, process, or article specified.

- 21.1. With respect to major equipment or material items listed in the bid, unless Bidder clearly indicates in its Bid that it is proposing to use an "equal" product, its Bid shall be considered as offering a product referred to by the brand name specified for the equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the Bid Proposal. The awarding of the Contract to a Bidder who has indicated in its Bid that it is proposing to use an "equal" product shall not constitute an admission by DISTRICT of the equality of that product. It is expressly understood and agreed by Bidder that, in so awarding the Contract, DISTRICT reserves the right to reject any

such proposed substituted product. It is further expressly understood and agreed by Bidder that in the event DISTRICT rejects a proposed "equal" product, Bidder will then supply either a product designated by brand name in the specifications or a substitute therefore which meets with the approval of DISTRICT.

- 21.2. With respect to all proposed substitutions of "equal" products, both items of equipment and that of any materials, process, or article specified in the Contract Documents, no substitutions shall be made until approved, in writing, by DISTRICT. The burden of proof as to equality of major equipment or any material, process, or article shall rest with Bidder. Bidder shall submit with its Bid any request for substitution, together with complete manufacturer's catalogs, brochures, drawings, samples, certified copies of test reports and other substantiating data for substitution of an "or equal" item. In this regard, Bidder should note that DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The provisions included in this section authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of the Agreement. Unless extended by mutual agreement of the parties, DISTRICT shall notify the Bidder of its decision concerning the proposed substitution of "equal" items within five (5) days after the Contract has been awarded. Such a decision shall be final and conclusive.
- 21.3. The time limitations contained in this section shall be complied with strictly. Should Bidder fail to request the substitution of an alternative item at the times and in the manner set forth herein, the Bid submitted by Bidder shall be considered as offering the product(s) referred to by the brand name(s) specified for the equipment or material, process or article listed in the Contract Documents.
- 21.4. In the event that Bidder furnishes equipment, supplies or materials more expensive than that specified, the difference in cost of such equipment, supplies or materials so furnished shall be borne by the Bidder.
- 21.5. By making requests for substitutions, Bidder:
  - 21.5.1. represents that Bidder has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - 21.5.2. represents that Bidder will provide the same warranty for the substitution that Bidder would for that specified;
  - 21.5.3. certifies that the cost data presented is complete and includes all related costs under the Agreement except DISTRICT's costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
  - 21.5.4. will coordinate the installation of the accepted substitute, making such changes as may be required for completing performance under the Agreement in all respects.
22. Delivery of Equipment and/or Supplies: All work required by the Contract Documents must be completed within the time limits set forth in the Notice Inviting Bids. Should Bidder fail to complete all such work in a timely manner, Bidder shall be deemed to be in default and DISTRICT may avail itself of any or all legal or equitable remedies.
23. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Bidders will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Patents, Royalties, and Indemnities: Bidder shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
25. Protection of Persons and Property: Bidder has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Bidder shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Bidder's employees while on DISTRICT property. Bidder understands and agrees that should any employee of Bidder violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Bidder shall remove the individual from the Project for the duration of the Agreement. Bidders shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.
- 25.1. Bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
26. Bidder Claims: If Bidder shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Bidder shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Bidder shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
27. Non-Conforming Equipment and Supplies: Bidder shall promptly remove from the premises all equipment or supplies delivered by Bidder and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Bidder shall promptly replace the non-conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.
- 27.1. If Bidder does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Bidder's expense. If Bidder does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Bidder.
28. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:
- 28.1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Vendor offers and agrees to assign to the awarding body [DISTRICT] all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body

tenders final payment to the Vendor, without further acknowledgment by the parties.

- 28.2. Bidder agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Bidder may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Bidder.
29. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
  - 29.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
  - 29.2. If notice is given to Bidder, by personal delivery thereof to said Bidder or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Bidder at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
  - 29.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
30. No Assignment: Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.
31. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
32. Bid Protest. Any bid protest by any Bidder regarding any other bid must be submitted in

writing to the District, before 3:00 p.m. of the THIRD (3rd) business day following bid opening.

- 32.1. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. A Bidder may not rely on the bid protest submitted by another Bidder.
- 32.2. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- 32.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - 32.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Vendor's license number on the Designated SubVendors List shall not be grounds for filing a bid protest or grounds for considering the bid non responsive if the correct Vendor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subVendor.
  - 32.3.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered sub Vendor shall not be grounds for filing a bid protest or grounds for considering the bid non responsive provided that any of the following apply:
    - 32.3.2.1. The sub Vendor is registered prior to the bid opening.
    - 32.3.2.2. The sub Vendor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    - 32.3.2.3. The sub Vendor is replaced by another registered sub Vendor pursuant to Public Contract Code section 4107.
  - 32.3.3. The protest must include the name, address and telephone number of the person representing the protesting party.
  - 32.3.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - 32.3.5. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

### **REQUIRED BID FORMS**

The following forms must be completed and submitted with the bid. Failure to provide all documents enumerated below may result in the bidder's bid being deemed non-responsive.

- ☐ Bid Form
- ☐ Designation of Subcontractor
- ☐ Substitution Request Form
- ☐ Bid Bond
- ☐ Non-Collusion Affidavit

**BID FORM**

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM:

---

Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No:23-24-08 RP Weight Room Equipment**, all in strict conformity with the Contract Documents.

2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

3. **PRICE:**

- Provide a Cost Per Item
- Lead Time
- Item Description (Shall Include Color, Dimensions, Brand, Etc) Sample or Cut Sheet may be included with Bid Submittal
- Said sums include all applicable costs and Taxes.
- Delivery Cost
- Any Additional Cost



Qty	Description	Item Cost	Lead Time
6	Pro Series 3 X 3 Combo Rack - 7 Gauge - 8'- 3" X 3" Combo Rack		
6	Pair - Kb-Box Storage System - Each Side Of Combo Rack (Pair)		
12	High Rotation / Landmine Attachment For 3" X 3" Uprights Used For Bar Push/Press, Kneeling One Arm Presses, Rows Etc		
12	Rotating Utility Pads Attached To 3" X 3" Uprights Used For Split Squats/Nordic Leg Curls (Posterior Chain Etc)		
8	Custom Connecting Brace - Multi Grip Chin With Trx Loops		
4	25000c Rsh Rack Squat Handles		
12	Collegiate Series Bench With Head Cover		
3	Glute Ham Bench With Fixed Pad		
2	Bwlc Body Weight Leg Curl		
4	Power Lift Premium Soft Plyo Boxes W/ Logos		
2	Dual Stack Functional Trainer - Two Adjustable Pulleys Includes Two Adjustable Pulleys Rotating Handle Pull Up Station Handle/Accessory Storage		
2	2 Tier Dumbbell Rack And 1 Tier Kettlebell Storage		
2	Pro Storage - Modular 3 Tier Dumbbell Rack, 15 Pair Each Rack Holds 15 Pr Dumbbells		
1	5 Tier Medicine Ball Rack Double Sided		
2	Slam Ball 10lb		
2	Slam Ball 15lb		
1	Slam Ball 20lb, Slam Ball 25lb, Slam Ball 30lb, Slam Ball 35lb, Slam Ball 40lb, Slam Ball 45lb, Slam Ball 50lb, Wall/Slam Ball 10lb, Wall/Slam Ball 12lb, Wall/Slam Ball 14lb, Wall/Slam Ball 16lb, Wall/Slam Ball 18lb, Wall/Slam Ball 20lb, Wall/Slam Ball 25lb, Wall/Slam Ball 30lb		
2	Wall/Slam Ball 8lb		
2	10l Linear Bar Storage		
4	Powerlift Open Ended Trap / Deadlift Bar 1 1/4" Knurled Handles		
4	Power Lift Safety Squat Bar		
12	Custom Banner Logo Above Chin Up - 3 Colors		

12	Laser Cut Logos On Bar Catches (Per Pair) - "Rp" - Per Pair		
48	Pro Series 45 Lb. Bumper Plates - Each Engraved Logo 1 Color		
48	Pro Series 25 Lb. Bumper Plates - Each Engraved Logo 1 Color		
36	Pro Series 35 lb Bumper Plates - Each Engraved Logo 1 Color		
24	Pro Bumper Plate 10lb		
2	Commercial Olympic Curl Bar W/ Chrome Sleeves		
2	Lock Jaw Collars		
1	Olympic Plate Tree		
8	Rubber Grip Plate 45lb		
8	Rubber Grip Plate 25lb		
24	Rubber Grip Plate 5lb		
24	Rubber Grip Plate 2.5lb		
20	28mm Hard Chrome Bar W/Center Knurling, Needle Bearings 205,000k Psi		
20	Lock-Jaw Pro, Per Pair, Heavy Duty		
3	Solid Steel Premium Urethane Dumbbell Set 5-50 Lb		
2	Solid Steel Premium Urethane Dumbbell Set 55-100 Lb		
200	Custom Logo Engraving - Per Logo (4 Logos Per Dumbbell Pair)		
50	Custom Logo Alignment- Per Logo (4 Logos Per Dumbbell Pair)		
2	5 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	8 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	10 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	15 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	20 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	25 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	30 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	35 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	40 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		

2	45 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	50 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	55 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	60 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	70 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
2	80 Lb Polyurethane Kettlebell, Sandblasted Chrome Handle		
1	Lb Design Sled		
1	Barrow		
1	100kg/220lbs Tiyr Black With Handles Sled		
1	Harness & Strap		
2	Conditioning Rope 1.5" X 30' (8kg)		
1	60kg/130lbs Tiyr Blue With Handles		
6	Commercial Suspension Trainer (Rubber Handles, Locking Carabiner)		
2,600	Flooring - Es104 Monster Roll Cardinals, 2.5mm + 8mm (U) X 48in12mm		
1	Delivery, Assembly And Installation Of All Equipment And Flooring		

4. Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Bidders and agrees to strictly abide by their meaning and intent.
5. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
6. The required Information Required of Bidder is hereto attached.
7. The required Non-collusion Affidavit is hereto attached.
8. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver

to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to individuals stated below.

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

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

Phone: \_\_\_\_\_

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

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

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

10. The name of all persons interested in the foregoing proposal as principals are as follows:

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

11. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.

12. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_ and \_\_\_\_\_ whose title is \_\_\_\_\_ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Bidders for additional information.

13. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
14. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
15. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

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

---

Proper Name of Company

---

Name of Bidder Representative

---

Street Address

---

City, State, and Zip

---

Phone Number

---

E-Mail Address

By: \_\_\_\_\_  
Signature of Bidder Representative

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

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

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

## **DESIGNATED SUBCONTRACTORS LIST**

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. All listed first-tier subcontractors must be prequalified.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors and indicate the License Classification that the subcontractor will perform their scope of work under.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. Bidder must provide the Bid Amount (\$) for all listed subcontractors.
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:**

\_\_\_\_\_

Scope of  
Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License  
Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid  
Amount: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:**

\_\_\_\_\_

Scope of  
Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License  
Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid  
Amount: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:**

\_\_\_\_\_

Scope of  
Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License  
Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid  
Amount: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:**  
\_\_\_\_\_

Scope of  
Work: \_\_\_\_\_

CSLB No.: \_\_\_\_\_ License  
Classification: \_\_\_\_\_

DIR No.: \_\_\_\_\_ Bid  
Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

### **SUBSTITUTION REQUEST FORM**

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

Specified Item	Requested Substituted Items	Agree to Provide Specific Item in the Event Request is Denied <sup>1</sup> (Circle One)		District Decision (Circle One)	
		Yes	No	Grant	Deny
1. _____	_____				
2. _____	_____				
3. _____	_____				
4. _____	_____				
5. _____	_____				

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s).

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the DISTRICT; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the delivery schedule.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



6.	_____	_____	Yes	No	Grant	Deny
7.	_____	_____	Yes	No	Grant	Deny
8.	_____	_____	Yes	No	Grant	Deny

This Request Form must be signed and submitted at the time of bid opening. Bidder must indicate "N/A" if the bidder is not requesting a substitution.

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ as Principal ("Principal"), and \_\_\_\_\_ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California are held and firmly bound unto the Oro Grande School District ("District") of \_\_\_\_\_ County, State of California as Obligee, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United State of America, for the payment of which sum well and truly to be made, we and each of us, 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 a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if the Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

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)

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**REQUIRED CONTRACT FORMS**

- ☐ Signed Agreement
- ☐ Payment Bond
- ☐ Performance Bond
- ☐ Workers' Compensation Certification

**\*\*\*\*AGREEMENT INCLUDED FOR REVIEW ONLY\*\*\*\***

**ORO GRANDE SCHOOL DISTRICT**

**AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "District" and \_\_\_\_\_ hereinafter called VENDOR.

WITNESSETH that the District and the Vendor for the considerations stated herein agree as follows:

**Project:RP Weight Room Equipment**

**SCOPE OF SERVICES:** VENDOR is fully licensed to provide such services in conformity with the Laws of the State of California; and VENDOR shall provide to the DISTRICT the services set forth in Request for Bids No. 23-24-08 which is attached hereto and incorporated herein by reference as Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in Exhibit "A".

**DURATION OF AGREEMENT:** The term of this agreement shall be from\_\_\_\_/\_\_\_\_/\_\_\_\_ through the completion of project or \_\_\_\_/\_\_\_\_/\_\_\_\_, whichever occurs first.

**CONTRACT PRICE:** The District shall pay to the Vendor the sum (Not to Exceed) of xxxxxxxxxx Dollars and No Cents (\$0000) for the faithful performance of the Vendor. Payments shall be processed upon submission of the respective invoices. All Vendor invoices shall be paid upon approval by District Designee within 60 days of accepted invoice. Invoices shall be submitted directly to Accounts Payable Department and can be sent via email  
Accounts\_Payable@orogrande.org or Mailed to:

Oro Grande School District  
Attn: Accounts Payable  
PO Box 386  
Oro Grande, CA 92368

**PROVISIONS REQUIRED BY LAW:**

- A. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. If Vendor is an individual, he or she shall certify whether or not Vendor is a retired member of the State Teachers Retirement System of the State of California.

**FAILURE TO PERFORM:** It is agreed by the parties that time is of the essence in the performance of services to be provided by the Vendor. In the event that the Vendor shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution

services is greater than the cost of the services which were to have been provided by the Vendor, the excess cost shall be charged to and collected from the Vendor. The DISTRICT also reserves the right to collect from the Vendor such other additional damages as may flow from the Vendor'S failure or refusal to perform.

**COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- W-9 Form
- Anti Discrimination: It is the policy of the District that in connection with all work performed under Agreements, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Vendor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by such Vendor. In accordance with Government Code section 12990, the Vendor shall give written notice of its anti-discrimination obligations to any labor organization with which Vendor has a collective bargaining or other agreement. Vendor shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.
- Megan's Law (Sex Offenders) Vendor has verified and will continue to verify that all employees Vendor and/or Vendor Parties having contact with School students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
- Tuberculosis Certification: The Vendor and/or Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of California Education Code Section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

- ☒ Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
- ☐ The following Contracted Parties (First and Last Name listed below or on an attached document) shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of California Education Code Section 49406:

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Vendor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by the Vendor and shall be available to the District upon request or audit. Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

- Covid-19 Certification:
  - ☐ Vendor and/or Vendor Parties will not be present on a District site and will not have limited or no contact with District students during the term of this

Agreement.

- ☒ Vendor and/or Vendor Parties shall or may perform services on a District school site when District students are present during the term of this Agreement and, at no cost to District The Vendor and/or Vendor Parties shall comply with the current COVID-19 certification requirements and safety standards in accordance with the Centers for Disease Control and Prevention (CDC) and local/county/state guidelines. Vendor further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.
- Fingerprint and Background Certification: Business entities entering into a Service Agreement with the District shall comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.
  - ☐ Vendor and/or Vendor Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
  - ☒ The Vendor shall Conduct the required criminal background check(s) of all persons who will be providing services to the Oro Grande School District on behalf of this business District, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from the DOJ regarding those persons named. Upon request, Vendor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. I agree to keep this list current and to notify Oro Grande School District of any additions/deletions as they occur.
- Tobacco-Free Workplace: Pursuant to the laws of the State of California requires that every Contractor, Consultant, or Vendor awarded a contract involving onsite services shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Oro Grande School District, including, without limitation, the Project Site, are tobacco-free workplaces. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Vendor shall require each person (including, without limitation, any employee of the Vendor or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Vendor shall not thereafter permit such person to be present in, on or at the Project Site.
- Product Safety- PFAS Chemicals in Juvenile Products: Pursuant to Assembly Bill No. 652. As of July 1, 2023 all persons, including manufacturers, are prohibited from selling or distributing in commerce in this state any new, not previously owned, juvenile product, as defined, that contains regulated perfluoroalkyl and polyfluoroalkyl substances (PFAS), as defined. The bill requires a manufacturer to use the least toxic alternative when replacing PFAS chemicals in a juvenile product. The Vendor and/or Vendor Parties are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.
- Conflict of Interest Certification. By signing below the Vendor and/or Vendor Parties hereby represents and warrants to the District they have read and understand the



District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Vendor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code. Vendor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Vendor and shall be available to the District upon request or audit.

**INSURANCE:** Vendor shall maintain the following insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its insurance coverage. Oro Grande School District and California Schools Risk Management are to be named as additional insured by endorsement to the General Liability policy, with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. The District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Vendor under this Agreement. The insurance shall protect the Vendor from the claims set forth below that may arise out of or result from the Vendor's performance of services or failure to perform services under this Agreement:

- General Liability (Additional Insured)
  - Personal Injury: Property Damage:
  - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- Automobile Liability
  - Bodily Injury: Property Damage:
  - \$1,000,000 minimum Each Person/Occurrence
- Workman's Compensation (Waiver of Subrogation Required)
  - \$1,000,000 minimum per accident for bodily injury or disease
- Primary Coverage. For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it
- Additional Insured. When requested we required that both Oro Grande School District and California Schools Risk Management be named as "Additional Insured" in Certificate of Insurance.
- Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**PREVAILING WAGES:** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates be made available at the Purchasing Department or may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site.

**LIQUIDATED DAMAGES:** Failure to complete the work within the time and in the manner provided for by this Contract shall subject the Contractor to liquidated damages pursuant to Government Code Section 53069.85. The parties understand and agree that the actual occurrence of damages and the amount thereof which the Owner would suffer if the work is not completed on time is impossible or is extremely difficult to determine. Accordingly, the parties agree that the sum of One Hundred Dollars, \$100 per calendar day for each and every day of delay beyond the time prescribed

in the Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

In the event the Contractor shall become liable for liquidated damages, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages which would otherwise become due the Contractor until the liability of the Contractor under this section has been finally determined. Inclement weather days shall be accounted as one for one. Any acts of God beyond the control of any or all parties shall be assessed individually as to the impact on the project and a mitigation plan shall be determined by both parties.

In accordance with the provisions of Government Code section 4215, the contractor shall not be assessed liquidated damages where delay is caused by the failure of the Owner, or the owner of any utilities, to provide for the removal or relocation of utility facilities. Article does not exclude recovery of damages under other provisions of the Contract Documents.

**INDEPENDENT CONTRACTOR:** Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and Consultant. Consultant shall provide all services under this agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. If Vendor is a regular employee of a public entity, all said services which Vendor renders under this agreement will be performed at times other than Vendor's regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

**CONTRACTOR AND SUBCONTRACTOR PERMITS/LICENSES:** Contractor shall secure and maintain valid permits and licenses for Contractor and any SubContractors that are required by law for the execution of this contract.

**NOTICES:**

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

**DISTRICT:**

Oro Grande School District  
PO Box 386  
19900 National Trails Highway  
Oro Grande, CA 92368

**VENDOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CANCELLATION:** The District reserves the right to cancel the agreement without cause and subject to a thirty-day written notice.

**MODIFICATION IN WRITING:** This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties

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

- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Vendor or any person, firm or corporation employed by Vendor upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Vendors who are directly employed by DISTRICT.
- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Vendor, or any person, firm, or corporation employed by Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Vendor, either directly or by independent contract, and not by the active negligence of DISTRICT.
- c. Any dispute between Vendor and its subContractors/ suppliers.
- d. Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**WAIVER:** No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity

**ATTORNEY FEES:** If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Oro Grande School District

BY \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LICENSE#: \_\_\_\_\_

DIR #: \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
William Flynn

TITLE: Assistant Superintendent of Business Services

DATE: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the ORO GRANDE SCHOOL DISTRICT has awarded to \_\_\_\_\_, designated as the "Contractor", a contract for the work described as follows:

WHEREAS, said Contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said Contract;

NOW THEREFORE, we, the undersigned contractor and \_\_\_\_\_ as Surety are held and firmly bound unto the **Oro Grande School District** in the sum of \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_), for which payment 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 that if the Contractors, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the person named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such person or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise 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 this contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the \_\_\_\_\_ **day of** \_\_\_\_\_ **20**\_\_\_\_\_.

\_\_\_\_\_  
Contractor

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

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

(Attach Attorney in Fact Certificate)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

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

## PERFORMANCE BOND

WHEREAS, the Oro Grande School District by board action on \_\_\_\_\_ 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, \_\_\_\_\_ of \_\_\_\_\_ City of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and, \_\_\_\_\_ a corporation organized and existing under the laws of the State of California, as Surety, as indebted to **Oro Grande School District** in the sum of \_\_\_\_\_ **Dollars (\$** \_\_\_\_\_ **)** for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep an perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

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

In the event suit is brought upon this bond by the District and Judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys fees, to be fixed by the Court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ **day of** \_\_\_\_\_ **20**\_\_\_\_\_.

\_\_\_\_\_  
**Principal**

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

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

(Attach Attorney in Fact Certificate)

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

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

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

## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

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

If Contractor is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Bidders for additional information.

In signing below, Contractor covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Bidders.

**SIGNATURES FOLLOW ON NEXT PAGE**

**WORKERS' COMPENSATION CERTIFICATION**

\_\_\_\_\_  
By: (Proper Name of Contractor)  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)  
\_\_\_\_\_

\_\_\_\_\_  
By: (Title of Signor)  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)  
\_\_\_\_\_

\_\_\_\_\_  
(Title of Signor)

(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.)



## SPECIFICATIONS

Qty	Description
6	<p>PRO SERIES 3 X 3 COMBO RACK - 7 GAUGE - 8'- 3" X 3" COMBO RACK</p> <ul style="list-style-type: none"> <li>- 7 GAUGE STEEL UPRIGHTS - 3" X 3"</li> <li>- 7 GAUGE STEEL BASES - 3" X 3"</li> <li>- A500 COLD ROLLED STRUCTURAL STEEL</li> <li>- UPRIGHTS FEATURE 37) "LASER CUT" - 1" HOLES ON FRONT/BACK &amp; 42) -1" "LASER CUT" HOLES ON THE SIDE</li> <li>- WRINKLE FINISH FOR ADDED DURABILITY</li> <li>-2" ADJUSTMENT POSITIONS</li> <li>- LASER CUT POSITION NUMBERS ON UPRIGHT</li> <li>- RHINO HOOK BAR CATCH SYSTEM WITH REPLACEABLE UHMW COVERS</li> <li>- RACK Upgraded to "KB-BOX" Storage - to accommodate kettlebells, med balls etc..</li> <li>- TWO Dual Chin Bars 1.5" Diameter w/ 3 Welded Loops for attachments per rack - 48" wide with angled ends - Knurled 1.5" chin up bar with 2) Neutral Positions- Knurled - 18" apart Logos on chin Bar: "RP"</li> <li>- TWO Sets of Spot Bars - 2" X 3" X 28" - 7 GAUGE STEEL w/ 1" holes spaced 2" apart for bands &amp; other attachments</li> <li>- Top of Safety Bars have 1/4" x 28" ABS formed plastic protection</li> <li>- TWO Pairs of Rhino Hook UHWM Bar Catches</li> <li>-Optional Laser Cut Logo on Bar Catches -</li> <li>- Band, Chain, and Accessory Storage - Coated 3 Hooks per side (6 Total Hooks - coated with PLASTISEAL)</li> <li>- Bar Storage - 2 Bars on each side (4 TOTAL)</li> <li>- 10 Angled at 2 degrees weight Pegs of Adjustable Weight Storage (11 inch length) with .25" UHMW Plastic Sleeves with 2 bolts for added strength</li> <li>-FLUSH / WALK THROUGH BRACE w/ BENCH GUIDES - PAIR KB-BOX KB-BOX STORAGE SYSTEM - EACH SIDE OF COMBO</li> <li>- RACK CONSTRUCTION MUST BE DIRECT "BOLT &amp; TAPPED HOLE DESIGN" WITH 4 X 5/16" BOLTS AT EACH MAJOR JOINTS DIRECTLY BOLTED INTO THE TAPPED FRAMES</li> <li>- ALL FRAMES LASER CUT FOR PRECISION &amp; BUILT WITH JIG WELDED SYSTEM</li> <li>- ALL FRAMES END CAPS ARE WELDED STEEL, SANDED SMOOTH THEN POWDER COATED - NO SHARP EDGES</li> <li>- ALL BAR CATCHES HAVE 1" UHMW INSERTS THAT ARE REPLACEABLE AS NEEDED &amp; HAS A NEODYMIUM MAGNET FOR ADDED SAFETY</li> <li>- BAR CATCH ANGLED AT 35 DEGREES</li> <li>- EACH RACK WILL HAVE 4) WELDED .25" SOLID STEEL FOOT WITH 5/8" HOLE FOR BOLT DOWN</li> <li>- RACKS DO NOT REQUIRE BOLTING DOWN</li> <li>- 5 STAGE IN HOUSE POWDER COAT SYSTEM</li> <li>- LIFE TIME FRAME / METAL WARRANTY</li> <li>- 1/2" Nickel Plated Storage System - allows for 4) Bars &amp; 6 hooks for bands, chains &amp; other attachments</li> </ul> <p>Height:92.5" OVERALL HEIGHT.  Width:86.25" – including weight storage.  Depth:72" From front upright to rear upright.  Weight:796 lbs. Approx.</p>

6	<p>PAIR - KB-BOX STORAGE SYSTEM - EACH SIDE OF COMBO RACK (pair)</p> <p>w/ 2 Vertical Bar Storage Units (Holds Dip Bars and Trap/Hex Bar)</p> <p>w/ Tray for storing Medballs/Kettlebells and Misc. Items</p> <p>w/ Loops on Vertical Bar Storage to Attach Bands and similar items</p>
12	<p>HIGH ROTATION / LANDMINE ATTACHMENT FOR 3" X 3" UPRIGHTS USED FOR BAR PUSH/PRESS, KNEELING ONE ARM PRESSES, ROWS ETC</p> <p>- 10" LONG X 2 1/16" DIAMETER WITH DUAL PIVOT JOINT</p> <p>- CUSTOM RUBBER FLOOR PROTECTOR</p>
12	<p>ROTATING UTILITY PADS ATTACHED TO 3" X 3" UPRIGHTS USED FOR SPLIT SQUATS/NORDIC LEG CURLS (POSTERIOR CHAIN ETC)</p> <p>- 19" X 5" DIAMETER ROTATING PAD W/ LOCKING PIN</p> <p>- ABS SLEEVE PROTECTS THE PAD AGAINST THE 1" STEEL SHAFT FOR OPTIMAL DURABILITY &amp; ROTATION</p>
8	<p>CUSTOM CONNECTING BRACE - MULTI GRIP CHIN WITH TRX LOOPS</p> <p>*Racks are 11 ft. on Center</p> <p>w/ Multi-Grip Handles 1.5" Diameter</p> <p>w/ Straight Bar across back with Neutral Grips</p> <p>w/ 3 Loops under chin bar</p> <p>- WRINKLE POWDER COAT FOR DURABILITY</p>
4	25000C RSH RACK SQUAT HANDLES
12	<p>COLLEGIATE SERIES BENCH WITH HEAD COVER</p> <p>w/ EMBOSSSED HEAD COVERS</p> <p>- DROP IN LOCK SYSTEM</p> <p>w/ Adjustable Back and Seat Pad</p> <p>w/ Wheels</p> <p>w/ Upright Storage Option</p> <p>SCHOOL LOGO ON SIDE OF BENCH - "RP"</p> <p>BENCH STORES IN UPRIGHT POSITION</p> <p>- 6 adjustable back pad angles (0, 15, 30, 45, 60, 80)</p> <p>- 3 adjustable seat pad angles</p> <p>- Wheels and Handle for ease of movement</p> <p>- Minimal gap between back and seat pad</p> <p>- Locking rail reduces chances of back pad becoming disengaged</p>
3	<p>Glute Ham Bench with Fixed Pad</p> <p>W/ ADJUSTABLE ANKLE SUPPORT &amp; ADJUSTABLE FOOT PLATE</p> <p>W/ URETHANE FLOOR PROTECTORS &amp; WHEEL</p>
2	<p>BWLC BODY WEIGHT LEG CURL</p> <p>W/ ADJUSTABLE ANKLE SUPPORTS &amp; BAND HOOKS</p> <p>W/ URETHANE FLOOR PROTECTORS &amp; WHEELS</p>
4	<p>POWER LIFT PREMIUM SOFT PLYO BOXES W/ LOGOS</p> <p>Each Set Includes: 3", 6", 12", 18" and 24" PLYO BOX - STACKABLE</p> <p>*INCLUDES LOGO ON 24" PLYO BOX</p> <p>*Slip resistant surface on top and bottom. Reduces the chances of stacked boxes and user from</p>

	sliding. * High density foam used in base of 24" box to increase stability
2	DUAL STACK FUNCTIONAL TRAINER - TWO ADJUSTABLE PULLEYS INCLUDES TWO ADJUSTABLE PULLEYS ROTATING HANDLE PULL UP STATION HANDLE/ACCESSORY STORAGE -2-200 lb weight stacks with a 2:1 resistance ratio - handles can be set at one of sixteen positions and can be rotated 270 degrees (Additional weight can be added in 100 lb increments)
2	2 TIER DUMBBELL RACK AND 1 TIER KETTLEBELL STORAGE - EACH RACK HOLDS 10 PR OF DUMBBELLS & 10-15 KETTLEBELLS
2	PRO STORAGE - MODULAR 3 TIER DUMBBELL RACK, 15 PAIR EACH RACK HOLDS 15 PR DUMBBELLS *DB Saddles are constructed of a steel core with a Plastisol coating with a 2 bolt anchoring system. - can accommodate Dumbbells up to -150lb
1	5 Tier Medicine Ball Rack Double Sided w/ Wheels allows users to store medicine balls on both sides
2	Slam Ball 10lb
2	Slam Ball 15lb
1	Slam Ball 20lb, Slam Ball 25lb, Slam Ball 30lb, Slam Ball 35lb, Slam Ball 40lb, Slam Ball 45lb, Slam Ball 50lb, Wall/Slam Ball 10lb, Wall/Slam Ball 12lb, Wall/Slam Ball 14lb, Wall/Slam Ball 16lb, Wall/Slam Ball 18lb, Wall/Slam Ball 20lb, Wall/Slam Ball 25lb, Wall/Slam Ball 30lb
2	Wall/Slam Ball 8lb
2	10L LINEAR BAR STORAGE Unit allows for storage of various Olympic or specialty bars in a space-saving linear format Height 12 3/4" Depth 24 1/4" Width 71" Weight 65 lbs
4	POWERLIFT OPEN ENDED TRAP / DEADLIFT BAR 1 1/4" KNURLED HANDLES Open Ended Trap Bar has an open-sided frame to allow users to step in and out of the bar with ease. The bar can be used for a variety of movements including; lunges and carries
4	Power Lift Safety Squat Bar 1 Pair of Removable/Adjustable Grips, 1 Pair of Fixed Grips. Padded Shoulder and Back Pads, Custom Upholstery Fits on Racks 60 lbs. with both sets of handles 50 lbs. with inner handles Length: 7'2"
12	CUSTOM BANNER LOGO ABOVE CHIN UP - 3 COLORS
12	Laser Cut Logos on Bar Catches (per pair) - "RP" - Per Pair

48	Pro Series 45 lb. Bumper Plates - EACH ENGRAVED LOGO 1 COLOR Weight (Pounds): 10 lbs, 25lbs, 35 lbs, 45 lbs Also available in Kilos: 25kg, 20kg, 15kg, & 10kg Rubber: All Black. Natural with Synthetic Blend Center Part: Cast Iron Finish: Nickel Plating Diameter: 17 9/16 inches Thickness: 1.59 inches Center Hole: 1.97 inches Accuracy of Weight + 200 grams
48	Pro Series 25 lb. Bumper Plates - EACH ENGRAVED LOGO 1 COLOR
36	Pro Series 35 lb Bumper Plates - EACH ENGRAVED LOGO 1 COLOR
24	Pro Bumper Plate 10lb
2	Commercial Olympic Curl Bar w/ Chrome Sleeves
2	Lock Jaw Collars
1	Olympic Plate Tree
8	Rubber Grip Plate 45lb
8	Rubber Grip Plate 25lb
24	Rubber Grip Plate 5lb
24	Rubber Grip Plate 2.5lb
20	28mm Hard Chrome Bar w/center knurling, Needle Bearings 205,000K psi
20	Lock-Jaw Pro, per pair, Heavy Duty
3	Solid Steel Premium Urethane Dumbbell Set 5-50 LB
2	Solid Steel Premium Urethane Dumbbell Set 55-100 LB
200	Custom Logo Engraving - Per Logo (4 Logos per Dumbbell Pair)
50	Custom Logo Alignment- Per Logo (4 Logos per Dumbbell Pair)
2	5 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	8 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	10 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	15 LB Polyurethane Kettlebell, Sandblasted Chrome Handle

2	20 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	25 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	30 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	35 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	40 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	45 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	50 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	55 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	60 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	70 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
2	80 LB Polyurethane Kettlebell, Sandblasted Chrome Handle
1	LB DESIGN SLED Adjustable drive handles for varied arm lengths Dual pin carriage design Removable weight storage towers Accessory mounting stations for pulling/pushing/anchoring Skid proof foot placement surface
1	Barrow
1	100kg/220lbs TIYR Black with handles SLED
1	HARNESS & STRAP
2	Conditioning Rope 1.5" X 30' (8kg)
1	60kg/130lbs TIYR Blue with handles
6	Commercial Suspension Trainer (rubber handles, locking carabiner)
2,600	Flooring - ES104 Monster Roll Cardinals, 2.5mm + 8mm (U) x 48in12mm
1	Delivery, assembly and installation of all equipment and flooring

## **EVALUATIONS**

### **1. Evaluation Team, Procedures, and Selection**

- 1.1. An evaluation team will be assembled by the Oro Grande School District. A team may be made up of District staff members affected by or who have specific knowledge of this type of procurement.
- 1.2. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- 1.3. Each Team member will review the Proposers' submittals. All Proposals shall be evaluated and ranked for determining the competitive range and to select a proposal determined to be the most advantageous to the District.
- 1.4. Proposals that do not comply with the instructions contained in these RFP documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. District reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFP and/or submitted proposal(s). District reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. District reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. ALL UNSIGNED PROPOSALS SHALL BE REJECTED.
- 1.5. Submittal of a proposal shall mean that the Proposer has accepted the District Contract Documents in their entirety without exception.
- 1.6. When the individual members of the evaluation team have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The District Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- 1.7. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing that they are no longer under consideration.
- 1.8. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation process

## 2. Proposal Evaluation Criteria and Scoring

- 2.1. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for determining any competitive range and to make any selection of a proposal for a potential award.

<b><u>EVALUATION CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
Price	50
Lead Time	35
Staffing and References	15
Completeness of response, adherence to RFP instructions	20
<b>TOTAL POSSIBLE POINTS</b>	<b>120</b>

- 2.2. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirements; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.