



## **REQUEST FOR PROPOSAL**

**RFP# 11-23-24 Installation of Electrical  
Panels at Various Sites**

**PROPOSALS DUE NO LATER THAN  
10:00 AM ON  
WEDNESDAY, APRIL 24, 2024**

**Paramount Unified School District  
Facilities, Maintenance & Operations Department**

# Paramount Unified School District

## Document Submittal Requirements

### RFP #11-23-24 INSTALLATION OF ELECTRICAL PANELS AT VARIOUS SITES

The following documents are required to be completed and submitted as indicated:

A. Submit with RFP (all bidders)

1. Proposal Submission Requirements as described in Section D of RFP
2. Bid Form – Found in Attachment “B”, with signature
3. Non-collusion Declaration – Found in Attachment "B", with signature
4. Registered Subcontractors List – Found in Attachment "B", with signature
5. Copy of State Contractors License

B. Submit with Agreement (Awardee):

1. Contract Agreement – Found in Attachment "C"
2. Performance Bond – Found in Attachment "C"
3. Payment Bond – Found in Attachment "C"
4. Workers' Compensation Certification – Found in Attachment "C"
5. Prevailing Wage and Labor Requirements Certification – Found in Attachment "C"
6. Drug-Free Workplace Certification – Found in Attachment "C"
7. Tobacco-Free Environment Certification – Found in Attachment "C"
8. Hazardous Materials Certification – Found in Attachment "C"
9. Lead-based Materials Certification – Found in Attachment "C"
10. Imported Materials Certification – Found in Attachment "C"
11. Criminal Background/Fingerprinting Certification – Found in Attachment "C"
12. Certificate of Insurance for Public Liability and Property Damage
13. Certificate of Insurance for Worker's Compensation
14. W-9

To: Paramount Journal Attn: Legal Notices	This legal notice is to be published on the following date:  FIRST PUBLICATION: April 4, 2024 SECOND PUBLICATION: April 11, 2024
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**NOTICE OF REQUEST FOR PROPOSAL**

Notice is hereby given that the Board of Education for THE PARAMOUNT UNIFIED SCHOOL DISTRICT, Paramount, CA (Los Angeles County), will receive proposals for the following:

**RFP# 11-23-24 – Installation of Electrical Panels at Various Sites**

**RFP# 12-23-24 – Electrical, Data and Lighting Classroom Remodeling at Various Sites**

Sealed proposals must be marked with the title and returned prior to **10:00 a.m.** for installation of electrical panels at various sites; and **11:00 a.m.** for electrical, data and lighting classroom remodeling at various sites on **April 24, 2024**, to the Paramount Unified School District, Purchasing Department, 8555 E. Flower, Paramount, CA 90723. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies of proposals or related documents will not be accepted.

The Request for Proposal information packet may be obtained from the Paramount Unified School District Purchasing Office, 8555 Flower Street, Paramount, CA 90723, (562) 602-8098, visiting the Paramount USD Purchasing website at: <https://bit.ly/ParamountUSD Purchasing> or by contacting Purchasing via email at [purchasing@paramount.k12.ca.us](mailto:purchasing@paramount.k12.ca.us).

A **mandatory job walk** will be held on **April 16, 2024** commencing at 9am for electrical, data and lighting classroom remodeling at various sites and 10am for installation of electrical panels at various sites at Paramount Unified School District, 8555 Flower Street, Paramount, California 90723. The purpose of this meeting is to acquaint prospective bidders with the unique requirements of the District, the scope of work for this project, and the certifications mandated by the State of California.

The Board of Education reserves the right to reject any and all proposals, to waive any discrepancy or technicality, and to award the contract to other than the lowest proposal. The award of contract, if made by the District, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the District taking into consideration all aspects of the contractor’s response, including the total net cost. No bidder may withdraw their proposal for a period of sixty (60) days after the date set for the opening of the proposals. Refer to the formal proposal documents and specifications for additional information, terms, and conditions.

**Julian Solis**  
 Assistant Director of Purchasing

**REQUEST FOR PROPOSAL**  
**RFP #11-23-24 Installation of Electrical Panels at Various Sites**

**INTRODUCTION**

The Paramount Unified School District (“District”) requests qualified Contractor firms to submit their qualifications and proposal for services (“Services”) for installation of electrical panels at various sites. While this RFP focuses on the above services, the firms selected may, at the sole discretion of the District, be engaged in other projects related to this work as designated by the District.

**A. RFP PROCESS**

The District, at its sole discretion, may select the awarded respondent(s) for subsequent phases of work. The District, at its sole discretion, also reserves the right to reject any or all bidders.

Questions regarding this RFP must be submitted in writing by e-mail to Paramount Unified School District at [purchasing@paramount.k12.ca.us](mailto:purchasing@paramount.k12.ca.us), Purchasing Department on or before April 19, 2024, at 1:00 p.m. All responses to questions will be sent to respondents by 3:00 p.m. on April 22, 2024.

ALL PROPOSALS ARE DUE BY 10:00 a.m. ON APRIL 24, 2024. RFPs received after this date and time will not be accepted.

Each RFP must conform and be responsive to the requirements set forth, in this document. The District reserves the right to waive any informalities or irregularities in the RFP. Further, the District reserves the right to reject all RFPs and to negotiate contract terms with one or more respondents.

The District anticipates the following proposed timeline for the RFP events.

<b>Event</b>	<b>Date</b>
Deadline for Questions	April 19, 2024 @ 1:00 p.m.
District Issues Responses to all Respondents	April 22, 2024 by 3:00 p.m.
Proposal Submittal Deadline	April 24, 2024 @ 10:00 a.m.
District Evaluation of Proposals	April 24-25, 2024
Anticipated Award Date	May 15, 2024

**B. MINIMUM REQUIREMENTS**

Respondents must meet the following minimum requirements to participate in the District’s RFP process:

- Licensed with Contractors State License Board of California, with active standing. Minimum License Requirements: Class C-10 and C-7.

- Registered as public works contractor with the Department of Industrial Relations.
- Access to licensed, credentialed, trained, and knowledgeable staff, including sub-contractors.
- Experience with the public-school construction building and design codes, including but not limited to California Building Codes and Electrical requirements.
- Minimum of \$1 Million in bonding capacity.

**C. SCOPE OF WORK**

Upon award, the selected respondent(s) will be required to perform the work as specified below.

The scope of work is summarized herein and includes, but is not limited to, the following tasks:

- Replace and install (12) electrical panels at various school sites

**D. PROPOSAL SUBMISSION REQUIREMENTS**

Proposals shall respond to each item noted and follow the format described below. It is the bidder’s responsibility to check the district website for any updated documentation required for bid submission. Late responses will not be accepted.

Hard copy proposals shall be submitted to the District, in person or by courier, by 10:00 a.m. on April 24, 2024.

District will receive sealed proposals from Bidders and Bidders shall ensure that its proposal:

- Is sealed and marked with the name and address of the Bidder, the Project name, the bid number, and date for opening bids;
- Contains all documents as required herein; and
- Is submitted by date and time shown in the Notice of Bid.

Proposals will be opened at or after the time indicated for receipt of bids.

Bidders must supply all information required by each bid document. Proposals must be full and complete. District reserves the right in its sole discretion to reject any proposal as non-responsive as a result of any error or omission in the Bid. Each bidder must complete and submit all of the following documents as its proposal:

Tab 1: Cover Letter/Letter of Interest

Provide a letter no more than two (2) pages of introduction signed by an authorized office of the organization. Clearly identify the individual(s) who are

authorized to speak on behalf of the firm during the evaluation process.

At a minimum, the cover letter must also include:

- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the District.
- Describe how the Contractor meets the minimum requirements as described in section B of the RFP.
- A brief explanation of your firm's in-house services and how those services can be directly applied to the requirements of this RFP.

#### Tab 2: Description of Firm

Provide the following information for firm and sub-consultant firm(s) for this project:

- Firm Legal Name and principal place of business & license.
- Overview of firm's experience with public school plumbing projects.
- Type of business entity including type of entity and its ownership, size of staff, number of professionals which will perform the work, Location of its principal office.
- History, number of years in business in California
- All applicable firm licenses including license numbers and expirations dates.
- Provide a statement of the Contractor's financial capacity and capability to perform to the terms of this solicitation request.
- Copies of General Liability Insurance Documents
- Non collusion Declaration, located in Attachment "B".
- Firm Track Record: Provide responses to the following items:
  - Has your firm ever been terminated or dismissed by a client or replaced by another firm during any educational and/or related project? If so, explain in detail.
  - Does your firm have any current or pending litigation? If so, please describe.
  - Has your firm ever defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?

#### Tab 3: Description of Sub-Consultant Firms

- Complete the Designated Subcontractors List Form, located in Attachment "B".
- Describe each sub-consultant firm and proposed services and responsibilities for the work; describe the relationship of your firm and sub-consultant firm(s). Use form included in bid packet.

#### Tab 4: Relevant Project Experience

List relevant K-12 school flooring projects where like services were performed and include:

- Project name and location

- Year completed or current status
- Client, contact person, and phone number
- Services performed
- Project/Contract Cost
- References

**Tab 5: Proposed Project Team**

Identify key personnel and/or team members and include a clear description of each team member’s role and project responsibilities; include an Organization Chart indicating reporting structure.

**Tab 6: Proposal**

- Describe proposed solution including timeline, procurement plan, waste removal, and any other details needed to convey your firm’s proposal.
- Complete Bid Form located in Attachment “B”.

**E. EVALUATION CRITERIA**

A “best value” method of selection will be utilized to evaluate proposals. The “best value” method includes, but is not limited to the following selection criteria:

- Technical expertise.
- Team expertise and prior experience.
- Recent success with similar services.
- Proposed team and availability of qualified staff.
- Prior experience with District staff and current consultants.

<b>RFP Selection Criteria</b>	<b>Evaluation Weight %</b>
Proposal Completeness	5%
Firm Information and Qualifications	15%
Prior Project Experience	30%
Proposed Project Cost	50%

## **ATTACHMENTS**

Attachment "A" – Supplemental Terms and Conditions

Attachment "B" – Required Procurement Bid Forms

Attachment "C" – District Forms (Required Upon Award of Contract) – Agreement, Payment Bond, Performance Bond, Workers Compensation, Prevailing Wage, Drug-Free & Tobacco-Free Workplace, Imported Materials Certification, and Criminal Background and Fingerprinting Certification



**RFP# 11-23-24**  
**Installation of Electrical Panels at Various Sites**

**ATTACHMENT A**

**SUPPLEMENTAL TERMS & CONDITIONS**

## SUPPLEMENTAL TERMS & CONDITIONS

**NOTE: PROPOSALS SUBMITTED BY FAX ARE NOT ACCEPTABLE.**

**This form is to be submitted with your proposal.**

### CONDITIONS AND SPECIFICATIONS – RFP # 11-23-24

The Paramount Unified School District is accepting proposals for installation of electrical panels at various sites. Payment/Performance bonds will be required for all proposed projects over \$15,000.

1. **PREPARATION OF PROPOSALS** Proposals must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on proposal must be in ink to be considered acceptable. Prices should be stated in units specified hereon.
2. **ERRORS AND CORRECTIONS** No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your proposal before submission as they cannot be withdrawn or corrected after being opened.
3. **SALES TAX** Do not include California State Sales or Use Taxes in unit prices.
4. **FAILURE TO BID** If you do not quote on any line item, please mark “no bid, or N/B” in the space provided and sign it and return the quote, otherwise your name may be removed from the future lists.
5. **ACCEPTANCE OF PROPOSALS** The right is reserved to reject any or all proposals. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Proposals are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.
6. **PATENTS, ETC.** The vendor shall hold the Paramount Unified School District, its officers, agents, servants, and employees harmless and free from the liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article of appliance furnished or used under this quote.
7. **FAILURE TO FULFILL CONTRACT** When the vendor fails to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Paramount Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services

which the successful vendor may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the vendor provided satisfactory proof is furnished to the Board of Education, if requested.

8. **LIQUIDATED DAMAGES** The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of three hundred and fifty Dollars (\$350).
9. **SIGNATURES** All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
10. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS** The vendor hereby agrees and acknowledges that moneys utilized by the District to purchase the items is public money appropriated by the State of California. The District fully reserves the right to cancel this proposal at any time due to non-availability or non-appropriation of sufficient funds.
11. **REQUIRED DELIVERY DATES (RDD)** Actual delivery of the equipment and/or services shall be coordinated with the District or contractor designated by the District. The District, as a matter of quote non-responsiveness, shall reject all quotes (regardless of price) that fail to indicate ability to deliver the product within the required time set by the District Representative at the pre-job meeting. Upon award of quote, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. **Quote all items F.O.B. shipping point and specify freight as a non-taxable line item unless otherwise directed.**
12. **CONTRACT PERIOD** The term of this contract will begin on the date of agreement and be continuous through June 30, 2025 or upon completion of work. Contract renewal is available, see item # 13.
13. **CONTRACT RENEWAL** If the Contract maintains satisfactory completion of all works and the District offers a similar contract, this contract may be renewable for up to four additional, one-year periods, ending June 30, of each year. Pricing must be maintained, unless reasonable cause of price escalation is requested in writing, not to exceed all cities Index pricing or CPI, whichever is lower.
14. **PAYMENT** Vendor must invoice the District for the project will be paid upon receipt of as built drawings and/or approved invoices. Representative of Paramount Unified School District must sign off all invoices. Payments will be made NET 30.

15. **HOLD HARMLESS** The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts of omissions of vendor, the subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.
16. **AWARD OF CONTRACT** The Contract will be awarded based on the “best value” method of selection by action of the governing Board. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next “best value” scored responsive bidder or release all bidders.
17. **BID PROTEST PROCEDURE** Any bidder may file a bid protest. The protest shall be filed in writing with the District not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- a) **Resolution of Bid Controversy:** Once the bid protest is received, the selected bidder will be notified of the protest and the evidence presented. If appropriate, the selected bidder will be given an opportunity to rebut the evidence and present evidence that the selected bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- b) **Appeal:** If the protesting bidder or the selected bidder is not satisfied with the decision, the matter may be appealed to the Executive Director of Facilities, Maintenance & Operations, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Paramount Unified School District  
Purchasing Department  
8555 Flower Street  
Paramount, CA 90723**

- c) **Appeal Review:** The Executive Director of Facilities, Maintenance & Operations or their designee shall review the decision on the bid protest and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a

written decision. The written decision of the Executive Director of Facilities, Maintenance & Operations or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

- d) Reservation of Rights to Proceed with Project Pending Appeal: The District reserves the right to proceed to award the Contract for the Project(s) and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- e) Finality: Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

**18. MULTIPLE AWARDS** The District reserves the right to award this contract to one (1) or more vendors who meets the terms of the solicitation, due to the volume of work and deadlines for completion.

**19. MANDATORY BIDDER'S CONFERENCE AND JOB WALK** A mandatory bidders' conference and job walk for the purpose of further acquainting prospective vendors with the requirements of the District will be held on Tuesday, April 16, 2024, at 10:00 a.m. at 8555 Flower Street, Paramount, CA 90723.

**20. WARRANTY** The District requires that vendor agrees that as part of the purchase price all installations performed are covered by a labor warranty of one year for all materials installation after the date of acceptance of work by the District, and shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship or materials within the one (1) year period from the date of acceptance, ordinary wear and tear, unusual abuse or neglect, excepted. In addition, replacement parts shall be new and original. Refurbished, remanufactured, reconditioned, or otherwise used shall be deemed unacceptable replacement parts. District agrees to not replace wood due to moisture, to protect warranty. In the event of the failure of the contractor to comply with the foregoing, within five (5) calendar days after being notified in writing, District is hereby authorized to proceed to have defects repairs and made good at the expense of the contractor who hereby agree to pay the cost of the charges incurred therefore immediately on demand. If defective work creates a dangerous condition or required immediate attention or correct to prevent further loss to the District, or to protect the safety of the students, the District will attempt to give the vendor notice, but if it cannot do so because of the demand for immediate attention, the District may proceed to make such correction and the cost of the corrections shall be charged to the contractor.

**21. DELIVERY, INSTALLATION, STORAGE** Vendor will coordinate delivery with District staff for the delivery of all supplies, equipment, and storage of materials with District staff or representative, who will monitor the completion of project. Any claims for materials or workmanship will be coordinated by the Contractor on behalf of the District. Vendor may need to provide storage or provide a storage container for equipment and/or supplies at the project site.

**22. FINANCIAL STABILITY** Upon part of bidder qualification, the vendor must submit its public annual report to demonstrate the financial stability of the vendor to the District. The District reserves the right to define and determine financial stability.

**23. BONDS** Any project that totals over \$15,000 will require 100% performance and payment bonds per Paramount Unified School District contract.

**24. DIR REGISTRATION OF CONTRACTOR AND SUBCONTRACTORS** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded

Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the

prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

**25. ENVIRONMENT** No separate, special, or newly constructed facilities may be required for these products. The vendor must verify all measurements provided in the specification. The District will require completion of work, regardless of any errors in measurement by District staff.

**26. REFERENCES** Vendor must provide a reference list as part of their proposal. Any bidder who fails to provide references will be deemed non-responsive and their proposal will be rejected.

**27. CONTRACTOR'S LICENSE** All qualified bidders must maintain current Class C-10 and C-7 licenses.

**28. WORK EXPERIENCE** All qualified bidders must have at least five (5) years experience working with schools and/or other governmental agencies.

I understand all supplemental and general terms and conditions listed in bid packet, and bid amount reflects all conditions.

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Signature

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Company

**RFP# 11-23-24**  
**Installation of Electrical Panels at Various Sites**

**ATTACHMENT B**

**REQUIRED PROCUREMENT BID FORMS**





**PARAMOUNT UNIFIED SCHOOL DISTRICT  
BUSINESS SERVICES DIVISION  
BID FORM**

**RFP #11-23-24**

**Project Scope of Work**

Existing conditions: No special conditions & no ACBM (Asbestos Contained Building Materials)

**Project Specifications:**

- Total of 12 Electrical Panels to be replaced and installed at various sites.
- New feed wire installed from switch gear to new panel.
- All panels will require installation of a ground wire.
- New circuits need to be supplied and installed by vendor.
- Bidder will be responsible for demo, prep, installation, finishing, and disposal as it relates to panel installation work only.
- Include all necessary hardware, supplies, equipment, and part of work to complete the job.
- The District requires use of Square D Materials.
- All workmanship to be inspected by the District for completion.

<b>Project Cost</b>	<b>Labor Cost</b>	<b>Materials Cost</b>	<b>Total</b>
Paramount HS, West Campus (2) Panels	\$	\$	\$
Mokler Elementary (1) Panel	\$	\$	\$
District Office (2) Panels	\$	\$	\$
Lincoln Elementary (4) Panels	\$	\$	\$
Wirtz Elementary (1) Panel	\$	\$	\$
Roosevelt Elementary (2) Panels	\$	\$	\$

**Grand Total \$ \_\_\_\_\_**

**\*CONTINUED ON NEXT PAGE\***

**Failure to provide accurate and complete information as requested is grounds for disqualification.**

The undersigned, as bidder, hereby declares that he/she has carefully examined the location of the proposed work, the plans and specifications, general conditions thereof, the contract and bid documents, and that he is familiar with all project requirements; and that he hereby proposes and agrees, if this bid is accepted by the District, to furnish all materials and services required to complete said public works project in accordance with said contract and in the time stated therein for the above prices.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

The undersigned declares:

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

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 \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

[DATE]

[CITY]

[STATE]

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

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

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

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

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

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PROJECT: Bid No. 11-23-24

Date Submitted (for Updates): \_\_\_\_\_

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

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

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

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

END OF DOCUMENT

**RFP# 11-23-24**  
**Installation of Electrical Panels at Various Sites**

**ATTACHMENT C**

**District Forms**  
**(Required Upon Award of Contract)**

**AGREEMENT**

**THIS AGREEMENT** is entered into \_\_\_\_\_ in the City of Paramount, County of Los Angeles, State of California, by and between **PARAMOUNT UNIFIED SCHOOL DISTRICT**, a California School District hereinafter “District” and \_\_\_\_\_ (“Contractor”).

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1. The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as:

**RFP #11-23-24 INSTALLATION OF ELECTRIC PANELS AT VARIOUS SITES.**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, all other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

- 2. Contract Time.** The Contractor shall achieve Substantial Completion the Work within the Contract Time which is \_\_\_\_\_ (\_\_\_\_\_) calendar days after the date established in the Notice to Proceed issued by or on behalf of the District for commencement of the Work.
- 3. Contract Price.** The District shall pay the Contractor the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The District’s payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor’s Base Bid Proposal, authorized Allowances and the following Alternate Bid Items, if any: \_\_\_\_\_.
- 4. Allowances.** The Contractor and District acknowledge that the Contract Price set forth above includes an Allowance Amount in the aggregate amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is allocated as follows:

Allowance Item Description	Allowance Amount
	\$
	\$
	\$

Although included in the Contract Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to

be granted or denied in its sole discretion. Contractor shall submit cost data and other descriptive data to establish basis used by Contractor for determining costs associated with designated work attributable to each Allowance. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order. Should the Contractor's actual costs exceed the specified Allowance, the Contractor's Contract Price will be adjusted by change order in accordance with Contract General Conditions, Article 9.5 of the General Conditions.

**5. Liquidated Damages.** The Contractor shall be subject to assessment of Liquidated Damages set forth in the Supplemental Terms and Conditions if the Contractor: (i) fails to submit each Submittal required by the Contract Documents in accordance with the Submittal Schedule incorporated into the Contractor's Construction Schedule; or (ii) fails to achieve Substantial Completion of the Work within the Contract Time, subject to adjustments thereto in accordance with the Contract Documents; or (iii) fails to complete all Punchlist items within the time established pursuant to the Contract Documents.

**6. Insurance Coverage Limits.** Minimum coverage limits for policies of insurance required by the Contract Documents are:

<b>Contractor Insurance Coverage Limits</b>	
<b>Policy of Insurance</b>	<b>Minimum Coverage Limit</b>
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: One Million Dollars (\$1,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage: Not Required
Contractor's Pollution Liability	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: One Million Dollars (\$1,000,000)

<b>Subcontractors Insurance Coverage Limits</b>	
<b>Policy of Insurance</b>	<b>Minimum Coverage Limit</b>
Commercial General Liability Insurance	Per Occurrence: Choose an item.
	Aggregate: Choose an item.
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

**7. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following:



- Notice of Bid, including Bid Addenda
- Request for Proposal
- Bid Form
- Subcontractors List
- Non-Collusion Affidavit
- Agreement
- Performance & Payment Bonds
- Workers' Compensation Certification
- Prevailing Wage and Related Labor Requirements Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Imported Materials Certification
- Criminal Background Investigation & Fingerprinting Certification
- Supplemental Terms and Conditions

**8. Notices.** Notices of the District and the Contractor to the other shall be transmitted via e-mail **and** U.S. Mail, postage pre-paid, as set forth below.

If to District:

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If to Contractor:

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**9. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT  
PARAMOUNT UNIFIED SCHOOL DISTRICT**

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

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

**CONTRACTOR**

\_\_\_\_\_

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

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

END OF DOCUMENT

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

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Paramount Unified School District, ("District") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

INSTALLATION OF ELECTRIC PANELS AT VARIOUS SITES

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20 \_\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

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Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of

Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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 or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon

estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_day of \_\_\_\_\_, 20 \_\_\_\_\_.

---

Principal

Surety

---

By

By

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Name of California Agent of Surety

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Address of California Agent of Surety

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Telephone No of California Agent of Surety

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

END OF DOCUMENT

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% Of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Paramount Unified School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

INSTALLATION OF ELECTRIC PANELS AT VARIOUS SITES

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above

set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

Principal Surety

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By By

---

Name of California Agent of Surety

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Address of California Agent of Surety

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Telephone No of California Agent of Surety

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

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

- Every employer except the State shall secure the payment of compensation in one or more of the following ways:
- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

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

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

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

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT



**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District (“District”) and \_\_\_\_\_ (“Contractor” or “Bidder”) (“Contract” or “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

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

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

END OF DOCUMENT

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District (“District”) and \_\_\_\_\_ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person’s or organization’s policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.

- d. The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

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

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

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

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

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

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District (“District”) and \_\_\_\_\_ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco- free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

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

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

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

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

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

**END OF DOCUMENT**

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between Paramount Unified School District (“District”) and \_\_\_\_\_ (“Contractor” or “Bidder”) (“Contract” or “Project”).

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

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

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

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

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

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

END OF DOCUMENT

## **LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District (“District”) and \_\_\_\_\_ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This certification provides notice to the Contractor that:

1. Contractor's work may disturb lead-containing building materials.
2. Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
3. Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### **1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chinks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child’s hands and toys and then into a child’s mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

## **2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.



Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six- square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

### **4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any

painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

**THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:**

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

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

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

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

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

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

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:       Delivery Firm/Transporter       Supplier       Manufacturer  
                                   Wholesaler                                       Broker       Retailer  
                                   Distributor     Other \_\_\_\_\_

Type of Entity               Corporation                                       General Partnership  
                                   Limited Partnership                               Limited Liability Company  
                                   Sole Proprietorship                               Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

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

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

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

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

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

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING  
CERTIFICATION**

PROJECT/CONTRACT NO.: Bid No. 11-23-24 between the Paramount Unified School District (“District”) and \_\_\_\_\_ (“Contractor” or “Bidder”) (“Contract” or “Project”).

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor’s employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District’s preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor’s fingerprints as if he or she was an employee of the District.

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

District Representative’s Name and Title: \_\_\_\_\_

District Representative’s Signature: \_\_\_\_\_

The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its Subcontractors’

employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

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

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

**NOTE:** If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

The Work on the Contract is either (i) at an unoccupied school site

and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

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

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

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

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

END OF DOCUMENT