



Morongo Unified School District

REQUEST FOR QUOTE:

CARPET & FLOORING @
VARIOUS DISTRICT SITES 2017/2018

REQUEST FOR QUOTE SUBMITTAL DEADLINE
1:00 P.M. on May 10, 2018

SUBMIT TO

Morongo Unified School District
Marilyn Waters
Director of Purchasing

P.O. Box 1209, 29 Palms Ca 92277
5715 Utah Trail, 29 Palms Ca 92277
760-367-9191 ext. 4260
mwaters@morongousd.com

MORONGO UNIFIED SCHOOL DISTRICT
Business Services
P.O. Box 1209
Twentynine Palms, CA 92277

RFQ: CARPET & FLOORING
@ VARIOUS DISTRICT SITES 2017/2018

(Condor Elementary School, Friendly Hills Elementary School, Morongo Valley Elementary School, Oasis Elementary School, Palms Vista Elementary School, Twentynine Palms Elementary School, Yucca Valley Elementary School, La Contenta Middle School, Twentynine Palms Junior High School, Monument High School and District Office: Nutritional Services and Transportation Dept.)

THE FOLLOWING **FORMS** ARE INCLUDED IN THIS RFQ PACKAGE. THEY MUST BE SUBMITTED WITH YOUR QUOTE.

- QUOTE FORM
- DIR PWC-100 (Attachment "A")
- BID BOND
- NON-COLLUSION DECLARATION
- HOLD HARMLESS
- CERTIFICATION OF BIDDERS AND QUALIFICATIONS
- CONTRACTOR'S CERTIFICATE REGARDING WORKMAN'S COMPENSATION
- CA EDUCATION CODE REGARDING FINGERPRINTING, CONTRACTOR CERTIFICATION
- DESIGNATION OF SUBCONTRACTORS
- SITE VISIT CERTIFICATION

Morongo Unified School District (hereinafter District) is requesting a quote for carpet and flooring at various district sites.

The District intends to enter into an agreement, provide all material and labor to remove existing carpet and flooring and install new carpet and flooring per the project specifications, at: Condor Elementary School, Friendly Hills Elementary School, Morongo Valley Elementary School, Oasis Elementary School, Palm Vista Elementary School, Twentynine Palms Elementary School, Yucca Valley Elementary School, La Contenta Middle School Twentynine Palms Junior High School, Monument High School, District Office: Nutritional Services & Transportation department.

Prevailing wages are applicable to the Project, as is the DIR requirement for a project to be set up, and the awarded contractor to report directly to the DIR, their Certified Payroll. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to quote on, be listed in a quote 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 Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a quote 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.

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 GVSD or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

SB96 Revised Public Works Contractor Registration Law, as of June 27, 2017: *(which amends the previous SB854 law)*

Annual registration fees for public works contractors have increased from \$300 to \$400, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Public works contractors who paid \$300 to renew their annual registration on or before June 30, 2017, are not required to pay the increased amount. Beginning June 1, 2019, contractors will have the option to renew their annual registration for up to three years at a time.

The Labor Commissioner will be able to assess public works contractors' penalties of up to \$8,000 – in addition to any penalty or registration fee – for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for hiring an unregistered contractor to perform work on a public works project. A contractor that hires an unregistered subcontractor is also subject to penalties of up to \$10,000.

Small Project Exemption

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

Debarment Notice

As a point of disclosure, all vendors will be run through the Federal System for Award Management (SAM), to ensure they have not been debarred from working with the Federal Government, and through the Department of Industrial Relations DLSE Debarments website for the State of California.

<https://www.sam.gov/portal/SAM/>

<http://www.dir.ca.gov/dlse/debar/html>

Please note, should this project reach the \$25,000.00 threshold, awarded vendor will be required to provide Payment Bonds and possible Performance Bonds (at the District's discretion).

Questions regarding job walk or project should be directed to:

Mike Bass, Custodial Trades Supervisor, Maintenance & Operations

Morongo Unified School District

5715 Utah Trail

Twentynine Palms, CA. 92277

Phone: 760-367-9191 Ext. 4235

Email: Mike_Bass@morongo.k12.ca.us

Questions regarding RFQ packet requirements should be directed to:

Marilyn Waters, Director of Purchasing

Morongo Unified School District

5715 Utah Trail

Twentynine Palms, CA 92277

Phone: 760-367-9191 Ext 4260

Email: mwaters@morongousd.com

A MANDATORY JOB WALK is scheduled for all interested Contractors on Wednesday, May 2, 2018 @ 10:00AM, Location: Morongo USD District Office, Main Conference Room: 5715 Utah Trail, Twentynine Palms, CA 92277, contact: Mike Bass, Custodial Trades Supervisor, Maintenance and Operations (760) 367-9191 extension 4235. The meeting for the walk through will start promptly at 10:00 A.M. Contractors will be responsible for all measurements as needed.

The Request for Quote (RFQ) **must be received by 1:00 PM on Thursday May 10, 2018**, at Morongo Unified School District, **by email to Marilyn Waters at: mwaters@morongousd.com** or in the front office, located at: 5715 Utah Trail, Twentynine Palms, California 92277, Attention: Marilyn Waters, Director of Purchasing. **Quotes must be named: RFQ: Carpet and Flooring at Various District Sites 2017/2018.**

The District anticipates the following time line for the process of selecting Contractor:

	DATE	TIME	LOCATION
Release of Request for Quote	April 25, 2018		
Deadline for Receipt of Quote	May 10, 2018	1:00pm	By Email/District Office
Notification of Award	May 22, 2018		
Project Start Date	June 11, 2018		
Project Completion Date	August 17, 2018		

The District reserves the right to accept or reject any or all proposals or to waive any irregularities in any proposal.

A. SCOPE OF WORK

***** See attachments: Attachment "B" - scope of work, attachment "C" – flooring maps and attachment "D" – project specifications *****

B. DISTRICT RESPONSIBILITIES

District to provide restroom access, water and electrical access.

C. CONTRACTOR RESPONSIBILITIES

Following are the contractor's responsibilities in order to submit a quote for the Carpet and Flooring at Various District Sites 2017/2018.

1. Must have required California State Contractor License. **(C-15)**
2. Must be registered with the Department of Industrial Relations (DIR).
3. Must be bondable. Payment and Performance Bond Required for contracts that exceed \$25,000.00, Bid Bond is due with the proposal.
4. Must provide a Certificate of Insurance as stated below.
5. All required forms (listed on cover page) must be completed and attached to quote

All bidders shall verify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold (PCC 22152).

D. INSURANCE

CONTRACTOR agrees to carry Commercial General Liability insurance with limits of \$2,000,000 per occurrence, and \$2,000,000 Aggregate per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage, as well as Workers' Compensation Insurance. Sexual Abuse or Molestation Injury Limit of \$3,000,000. CONTRACTOR agrees such insurance as afforded by this policy shall be primary and any insurance carried by the DISTRICT shall be excess and non-contributory. Upon request, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. ***CONTRACTOR agrees to name California Schools Risk Management - JPA and Morongo Unified School District, its officers, agents and employees as additional insured under the Commercial General and Sexual Molestation liability insurance policies.***

QUOTE FORM

TO: Morongo Unified School District acting by and through its Governing Board, herein called the "DISTRICT":

Pursuant to and in compliance with this Request for Quote, and the other documents relating thereto, the undersigned, having familiarized himself/herself with the terms of the scope of work, the local conditions affecting the performance of the workers, and the cost of the work at the place where the work is to be done, and with the Drawings and Specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the awarded 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 workmanlike manner all of the work required in connection with:

RFQ: Flooring and Carpeting at Various District Sites 2017/2018

(Condor Elementary School, Friendly Hills Elementary School, Landers Elementary School, Morongo Valley Elementary School, Oasis Elementary School, Onaga Elementary School, Palms Vista Elementary School, Twentynine Palms Elementary School, Yucca Mesa Elementary School, Yucca Valley Elementary School, Twentynine Palms Junior High School, Yucca Valley High School, ACCE-East School and District Office: Nutritional Services and Transportation)

All in strict conformity with the Drawings and Specifications and other contract documents, including Addenda No(s.) _____, _____, on file at the District Office of the Morongo Unified School District.

Base price as follows:

Per the specifications, provide all material and labor to remove existing carpet and flooring at the below listed sites for the Morongo Unified School District. LUMP SUM:

\$ _____; in words _____.

UNIT PRICE QUOTE PER SITE AS FOLLOWS:

Condor Elementary School	_____ (\$ _____)
Friendly Hills Elementary School	_____ (\$ _____)
Morongo Valley Elementary School	_____ (\$ _____)
Oasis Elementary School	_____ (\$ _____)
Palm Vista Elementary School	_____ (\$ _____)
Twentynine Palms Elementary School	_____ (\$ _____)
Yucca Valley Elementary School	_____ (\$ _____)
La Contenta Middle School	_____ (\$ _____)
Twentynine Palms Junior High School	_____ (\$ _____)
Monument High School	_____ (\$ _____)
District Office: Nutritional Svcs. Dept.	_____ (\$ _____)

District Office: Transportation Dept. _____ (\$ _____)

Signed _____ Dated _____.

Awarding of RFQ will be to one contractor. Individual pricing is necessary for District accounting purposes.

TIME TO COMPLETE PROJECT:

The work shall be commenced on **Monday, June 11, 2018** and shall be completed prior to **Friday, August 17, 2018**. Award of contract shall be on **Tuesday, May 22nd, 2018**.

ACCOMPANYING THIS PROPOSAL IS _____ (Insert the words "Cash," "Bidder's Bond," or "Certified Check" as the case may be) in the amount equal to at least ten percent [10%] of the total quote, payable to the Morongo Unified School District.

Respectfully Submitted: _____

Name of Contractor: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Contractor: _____

Telephone Number: _____

Contractor's License Number: _____

MORONGO UNIFIED SCHOOL DISTRICT

1. PREVAILING WAGE

Revised Public Works Contractor Registration Law (SB 96)

(Signed into law June 28, 2017, became effective immediately)

It revised the previous SB 854 to update the fees to be collected to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects that meet the requirements for new construction, alteration, installation, demolition or repair that exceed \$25,000.00 for new construction or \$15,000.00 for maintenance, will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. This is a DIR fee paid to the state. The District will not register a contractor, nor collect funds for registration.

No quote can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on District projects in the future, please ensure you are registered with the DIR. The District will be required to complete a form PWC-100 notifying the DIR of the services you are providing, based on requirements above.

See Attachment "A" for the information required on the PWC-100 form. This information must be included in all quotes and/or bids, and must also be included for any subcontractor you use (they must also be registered with DIR). The District will not issue a Purchase Order without the completed PWC-100 form.

Attachment "A"

PWC-100 Information

FORM MUST BE RETURNED WITH QUOTE

CONTRACTOR'S INFORMATION REQUIRED:

Contractor's Name and Address _____

Contractor's Telephone Number _____

Email Address _____

Contractor's License Number _____

Registration Number given by DIR _____

Project Name _____

Project Description _____

Project Cost _____

Estimated Start Date _____

Estimated Completion Date _____

Project Superintendent Name _____

Classification, (please select one)

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters |
| <input type="checkbox"/> Carpet/Linoleum | <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall/Lathers |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glaziers | <input type="checkbox"/> Iron Workers |
| <input type="checkbox"/> Laborers | <input type="checkbox"/> Mill Wrights | <input type="checkbox"/> Operating Eng | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Plasterers | <input type="checkbox"/> Roofers |
| <input type="checkbox"/> Sheet Metal | <input type="checkbox"/> Sound/Comm | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | | | |

MORONGO UNIFIED SCHOOL DISTRICT

A. EVALUATION & ACCEPTANCE OF STATEMENT OF QUOTE

The District reserves the right to reject any and all Quotes, to amend the Request for Quotes and the process itself, or to discontinue the process at any time.

B. WITHDRAWAL OF STATEMENT OF QUOTE

The Contractor or team may withdraw his/her RFQ at any time prior to the specified time for receipt of RFQ by delivering a written request signed by an authorized officer of the Consultant organization to the attention of David Daniels, Director of Facilities / Risk Management.

C. NON-LIABILITY OF DISTRICT

The District shall not be liable to the Contractor for personal injury or property damage sustained in the performance of this project, however caused.

D. INDEMNIFICATION

The Project Contractor agrees to protect, save, defend and hold harmless the DISTRICT, their governing board and each member thereof, their officers, and employees from any and all claims, liabilities, reasonable expenses or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of the negligent acts, errors or omissions or willful misconduct by the Project Contractor (or firm), Project Contractor's Agents, officers, employees, sub-consultants, or independent consultants hired by the Project Contractor's firm under this agreement. The only exception to the Project Contractor's responsibility to protect, save, defend and hold harmless the DISTRICT is where a claim, liability, expense or damage occurs due to the negligence, willful misconduct or active negligence of the DISTRICT. This hold harmless Agreement shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Project Contractor.

E. FINGERPRINTING

The Project Contractor shall comply with Education Code section 45125.1 which stipulates that none of its employees that come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Fingerprinting and clearance of any named candidate to perform project inspection services is a program-wide pre-requisite and must occur prior to any candidate setting foot on any school campus.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as principal, and _____ as Surety, are held and firmly bound unto the MORONGO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT or the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for

RFQ: CARPET AND FLOORING AT VARIOUS DISTRICT SITES 2017/2018

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the cost of labor, material and supplies, if the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal (Proper Name of Bidder)

By _____

Signature of Bidder

(Corporate Seal of surety)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

Name and address of California Agent of Surety

Telephone number of California Agent of Surety

NONCOLLUSION DECLARATION TO BE EXECUTED BY
CONTRACTOR AND SUBMITTED WITH QUOTE
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing quote.

The quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The quote is genuine and not collusive or sham. The contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham quote. The contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham quote, or to refrain from quoting. The contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the quote price of the contractor or any other contractor quoting, or to fix any overhead, profit, or cost element of the quote price, or of that of any other contractor quoting. All statements contained in the quote are true. The contractor has not, directly or indirectly, submitted his or her quote price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, quote depository, or to any member or agent thereof, to effectuate a collusive or sham quote, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a contractor quoting 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 contractor.

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].

Signature

Print Name

MORONGO UNIFIED SCHOOL DISTRICT
5715 UTAH TRAIL
29 PALMS, CA 92277

HOLD HARMLESS

CONSULTANT hereby agrees to indemnify, defend, save and hold harmless the MORONGO UNIFIED SCHOOL DISTRICT and its departments, agencies, officers or employees from and against any and all liability, loss, expense including reasonable attorney fees, or claims for injury or damages arising out of the performance of the services rendered by CONSULTANT whether caused by any error, omission or act of CONSULTANT or any person employed by him or her or by the District. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

Date _____

Consultant Signature

Please Print Name

CERTIFICATION OF BIDDER AND QUALIFICATIONS

The undersigned bidder certifies that he or she is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that he or she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he or she is competent, knowledgeable and has special skills with respect to the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work which may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that he or she is aware of such peculiar risks and that he or she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Furthermore, bidder hereby certifies to the District that all representations, certifications and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Signed this _____ day of _____, 2018

Name of Bidder

Contractor's License No.

Contractor's License Expiration Date

Signature of Bidder

Title of Signator

**CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for 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.

Proper Name of Bidder

By _____

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

EXHIBIT A

California Education Code 45125.1 - (a) Except as provided in subdivisions (b) and (c), if the employees of any entity that has a contract with a school district, as defined in Section 41302.5, to provide any of the following services may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the department for its costs incurred in processing the application:

- (1) School and classroom janitorial.
- (2) Schoolsite administrative.
- (3) Schoolsite grounds and landscape maintenance.
- (4) Pupil transportation.
- (5) Schoolsite food-related.

(b) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

(c) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district when the school district determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee has limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district has made this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees.

(d) A school district may determine, on a case-by-case basis, to require an entity providing schoolsite services other than those listed in subdivision (a) or those described in Section 45125.2 and the entity's employees to comply with the requirements of this section, unless the school district determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee will have limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district makes this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees. If a school district requires an entity providing services other than those listed in subdivision (a) and its employees to comply with the requirements of this section, the Department of Justice shall comply with subdivision.

(e) (1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the department. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the department shall ascertain the information required pursuant to this section within three working days. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a) has a pending

criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the department shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or electronic mail to the employer.

(2) The Department of Justice, at its discretion, may notify the school district in instances when the employee is defined as having a pending criminal proceeding described in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1.

(3) The Department of Justice may forward one copy of the fingerprints to the Federal Bureau of Investigation to verify any record of previous arrests or convictions of the applicant. The Department of Justice shall review the criminal record summary it obtains from the Federal Bureau of Investigation and shall notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses which, if committed in California, would have been punishable as a violent or serious felony. The Department of Justice shall not provide any specific offense information received from the Federal Bureau of Investigation. The Department of Justice shall provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes, as specified in Section 45122.1, but shall not provide any information identifying any offense for which an existing employee was convicted or has an arrest pending final adjudication.

(f) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45125.01 (a) For situations in which a person is an applicant for employment, or is employed on a part-time or substitute basis, in a position not requiring certification qualifications in multiple school districts within a county or within contiguous counties, the districts may agree among themselves to designate a single district, or a county superintendent may agree to act on behalf of participating districts within the county or contiguous counties, for the purposes of performing the following duties:

(1) Sending fingerprints to the Department of Justice.

(2) Receiving reports of convictions of serious and violent felonies, criminal history records and reports of subsequent arrests from the Department of Justice.

(3) Maintaining common lists of persons eligible for employment.

(b) The school district or county superintendent serving in the capacity authorized in subdivision (a) shall be considered the employer for purposes of subdivisions (a) and (f) of Section 45125.

(c) Upon receipt from the Department of Justice of a report of conviction of a serious or violent felony, the designated school district or county superintendent shall communicate that fact to the participating districts and remove the affected employee from the common list of persons eligible for employment.

(d) Upon receipt from the Department of Justice of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the designated school district or county superintendent shall give notice to the superintendent of any participating district or a person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or authorized designee, at the office of the designated school district or county superintendent, for a period of 30 days following receipt of notice to enable the employing school district to determine whether the employee meets that district's criteria for continued employment. The designated school district or county superintendent shall not release a copy of that information to any participating district or any other person, shall retain or dispose of the information in the manner required by law after all participating districts have had an

opportunity to inspect it in accordance with this section, and shall maintain a record of all persons to whom the information has been shown that shall be available to the Department of Justice to monitor compliance with the requirements of confidentiality contained in this section.

(e) Any agency processing Department of Justice responses pursuant to this section shall submit an interagency agreement to the Department of Justice to establish authorization to submit and receive information pursuant to this section.

(f) All information obtained from the Department of Justice is confidential. Every agency handling Department of Justice information shall ensure the following:

(1) No recipient may disclose its contents or provide copies of information.

(2) Information received shall be stored in a locked file separate from other files, and shall only be accessible to the custodian of records.

(3) Information received shall be destroyed upon the hiring determination in accordance with subdivision (a) of Section 708 of Title 11 of the California Code of Regulations.

(4) Compliance with destruction, storage, dissemination, auditing, backgrounding, and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and Section 11077 of the Penal Code governing the use and security of criminal offender record information is the responsibility of the entity receiving the information from the Department

EXHIBIT A (CONTINUED)

CONTRACTOR CERTIFICATION

I, _____, am (an authorized representative of/doing business as) _____ (Name of Contractor/Consultant) and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Morongo Unified School District on behalf of this business entity, 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 DOJ regarding those persons named.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the person(s) who will be providing services to the Morongo Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the Morongo Unified School District of any additions/deletions as they occur.

Name	4-digits of SSN or full CDL#
_____	_____
_____	_____
_____	_____

(Attach additional page if necessary)

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

Executed this _____ day of _____, 2018, in San Bernardino County, California.

Name of Contractor/Consultant

Name/Title of Authorized Representative

(Signature)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

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

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration Number

Respectfully Submitted:

Name of Contractor:

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Contractor: _____

Telephone Number: _____

Contractor's License Number: _____

If the contractor is a corporation, and signer is not President or Secretary, attach certified copy of By-Laws or Resolution authorizing execution. If bidder is a corporation affix corporate seal. If signer is an agent attach power of attorney. If bidder is not an individual, list names of other persons authorized to bond the organization.

Name **Title**

Name **Title**

SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully aquatinted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

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

I fully indemnify **DISTRICT**, the Architect, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

(Signature of Bidder)

(Type Name of Bidder)

SUBSCRIBED BEFORE ME on this _____ day of _____, **2018**

(Notary Public)

My commission expires: _____

END OF DOCUMENT