

## SUPPLEMENTAL TERMS & CONDITIONS

**NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.**  
**This form is to be submitted with your bid.**

### CONDITIONS AND SPECIFICATIONS – Exterior Paint Project

The Paramount Unified School District is accepting bids for exterior paint project. The estimated annual expenditure for this project is \$600,000. Payment/Performance bonds will be required for all proposed projects over \$15,000.

1. **PREPARATION OF BIDS** Bids 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 bid 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 Verify your bid before submission as they cannot be withdrawn or corrected after being opened.
3. **SUBSTITUTIONS AND SAMPLES** The vendor must state on the bid form the brand, quality, model number, or other trade designation on each item. Suitability and evaluation of “equals” rests in the sole discretion of the District. To further qualify a potential substitution, vendors may be asked to provide samples or evaluation units free of charge to the District.
4. **SALES TAX** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax as the District is exempt.
5. **FAILURE TO BID** If you do not quote on any line item, please mark “no bid, or N/B” in the space provided and sign it and return the quote, otherwise your name may be removed from the future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.
6. **ACCEPTANCE OF BIDS** The right is reserved to reject any or all bids. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.
7. **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.

8. **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.
9. **BID SIGNATURES** All bids 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 bid 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 date of agreement and be continuous through June 2023. Contract renewal is available, see item # 13.
13. **CONTRACT RENEWAL** If the Contract maintains satisfactory completion of all works and the District offers a contract renewal, 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 the 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 BID** The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. 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 lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**
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 apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low 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 apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Facilities, 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 E. Flower St.  
Paramount, CA 90723

c. Appeal Review: The Director of Operations or their designee shall review the decision on the bid protest from the Director of Operations and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Facilities 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 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** A mandatory bidders' conference for the purpose of further acquainting prospective vendors with the requirements of the District will be held on Tuesday, September 13, 2022 at 9:00 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** Vendor will coordinate delivery with District staff 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.
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** Bonds will not be required for field service contracts in amount of less than \$15,000. 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

This 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 on 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 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 bid. Any bidder who fails to provide references will be deemed non-responsive and their bid will be rejected. All qualified bidders must maintain current Contractors License C-33 and have at least six years' experience in working with schools and/or other governmental agencies. If new vendor to Paramount at least three (3) references will be required.
27. **STORAGE** Vendor must provide storage container for all materials to be stored on site.

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