

**Menlo Park City School District
181 Encinal Avenue
Atherton, CA 94027**

The Menlo Park City School District offers this information to any individual or firm wishing to be added to the District's general construction informal bid list for all trades pursuant to Public Contract Codes 22032 and 22034 – The California Uniform Public Construction Cost Accounting Act (CUPCCA). Interested individuals/firms must submit the CUPCCA contractor/vendor application.

Application forms are available through the Menlo Park City School District Construction Department. Forms can be downloaded from the District website under the Facility Development/Open Bids section, or by contacting the Menlo Park City School District Facilities Department at 181 Encinal Avenue, Atherton, CA 94027, phone: 650-321-7140 ext 5611, fax: 650-321-7184.

Qualified contractors submitting proper documentation will be included in the Menlo Park City School District informal bid construction list for the 2016 calendar year. This program covers informal bids on construction and/or maintenance projects of \$175,000, or less for all construction trades.

Please be advised that this does not automatically guarantee that you will be informed of, or included in all RFQ, RFP, or bid requests. Notices will be sent out for the category of work being bid. The District may also announce project opportunities in designated trade journals.

The Menlo Park City School District Board of Education reserves the right to reject any and all requests solicited, to waive minor irregularities, and make such decisions as deemed necessary in the best interest of the District.

You are welcome to inquire with our office about current possibilities. Check the local newspaper or our website for publicly advertised requests for qualifications, proposals, or bids.

The Menlo Park City School District is an equal opportunity owner/employer and will not discriminate against any bidder and/or contractor because of race, creed, color, religion, sex, national origin or ADA disability.

Ahmad Sheikholeslami, P.E.
Chief Business and Operations Officer

Menlo Park City School District
181 Encinal Avenue
Atherton, CA 94027
Ph: 650-321-7140 Fax: 650-321-7184
CUPCCA Contractor / Vendor Application

A. General Information

The prospective vendor shall furnish the following information. Please complete as much as possible. Additional sheets may be attached if necessary. "You" or "your" as used in this document refers to the proposer's firm and any of its officers, directors, shareholders, parties or principals. The District will accept the information on other formats prepared by proposer.

1. Firm name and address:

2. Telephone: _____

Fax: _____

Email: _____

3. Main Contact Person (name & title): _____

4. Type of firm: (check one)

Individual: _____ Partnership: _____ Corporation: _____

5. Contractor's License:

Classification: _____ No: _____ Exp. Date: _____

6. Trades/categories to be included for on informal bid list:

*List the categories of work you are interested in and currently licensed to perform.
(general contractor, earthwork, electrical, painting, etc..)*

7. Have you ever been licensed under a different name or different license number? _____
If yes, provide name and license number.

8. Names and Titles of all owners / officers of the firm:

9. Number of years as a contractor in construction work of this each type of work or trade/categories listed in response to A.6 above: _____

10. How many years experience in school or public works construction has your organization had?

a. As a general contractor?

b. As a subcontractor?

11. Has your firm or any of its principals ever failed to complete or defaulted a project?
If yes, explain.

12. Have you been assessed liquidated damages for any project during the past three years? ____
If yes, explain.

13. Have you been in involved in litigation relating to your performance on a contract during the past three years? _____ If yes, explain the nature of the matter.

B. List of References

Provide the following information on up to three (3) construction contracts completed for school districts, community colleges or county offices of education during the past three years.

1. Name of Agency: _____
Agency Address and Telephone: _____

Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____
Year Complete: _____

2. Name of Agency: _____
Agency Address and Telephone: _____

Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____
Year Complete: _____

3. Name of Agency: _____
Agency Address and Telephone: _____

Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____
Year Complete: _____

C. Insurance, Financial and Credit Data

1. All projects over \$25,000 will require performance and payment bonds. The following insurance and surety companies may be contacted as reference as to the financial responsibility and general reliability of the bidder.

(1) Our Public Liability and Property Damage Insurance is placed with:

(2) Our Workers' Compensation Insurance is placed with:

(3) Our Performance and Payment Bonds are provided by:

2. If your bid is considered for award, you may be required to provide additional information including the following financial information.

- a. Names and addresses of any banks where you regularly do business.
- b. Names and addresses of any banks, finance companies, suppliers or others where you have notes or contracts payable.
- c. Credit references from industry suppliers with whom you regularly deal.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____ at _____, California.

Name:

Title:

Enclosures:

District Insurance Requirements and Supplemental Provisions
Vendor Information Questionnaire

Insurance Requirements and Supplemental Provisions

Insurance Requirements

The Contractor shall not commence work under the Contract until all insurance has been provided. The Contractor shall not allow any sub-Contractor to commence work on their subcontract until all required insurance has been provided. Certificates of Insurance shall be filed with the District no later than ten (10) calendar days after the Notice of Award date.

The Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming the District, Consultants and their officers, agents and employees, as additional insured.

The Contractor's policies shall be enforced to preclude cancellation or reduction in coverage of any policy unless each of the additional insured shall have been given not less than thirty (30) days period notice thereof.

Such insurance shall be carried with financially responsible insurance companies, approved by the District and shall be kept in force until the Contractor's work has been accepted by the District.

Insurance afforded under the Contractor's policy shall be primary and any insurance maintained by the District shall apply, if required by law, only in excess of, and not contributory with, insurance required under the terms of this Agreement.

Unless otherwise provided in the bid documents, Contractor will, at its own expense, maintain coverage in conformance with the following requirements.

1. Comprehensive General Liability Insurance. *Limits may vary by project size.*
(Including Premises - Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage)

Without limiting Contractor's indemnification duties, Contractor shall maintain in force at all times during the performance of this Agreement a comprehensive General Liability policy, including Broadform property damage, Automobile Liability and other policies of insurance hereinafter described.

| | | |
|----|---|----------------|
| a) | Bodily Injury (each occurrence) | \$1,000,000.00 |
| b) | Property Damages (each occurrence) | \$1,000,000.00 |
| c) | Product and Completed Insurance (aggregate) | \$2,000,000.00 |
| d) | Property Damage Liability Insurance shall provide X (explosion), C (collapse) and U (underground) coverage (explosions may be optional on some projects.) | |
| e) | Contractual Liability (Hold Harmless Coverage) | |
| | Bodily Injury (each occurrence) | \$1,000,000.00 |
| | Property Damages (each occurrence) | \$1,000,000.00 |
| | Personal Injury (aggregate) | \$1,000,000.00 |

- f) If the General Liability policy includes a General Aggregate, such General Aggregate shall be no less than (\$1,000,000.00 for work \$500,000 or less.) \$2,000,000.00
- g) Umbrella Excess Liability (over primary insurance) (for projects over \$1,000,000.00) \$2,000,000.00
- h) Automobile Liability (owned and non-owned hired)
 - Bodily Injury (each person) \$250/500,000.00
 - Property Damages (each occurrence) \$1,000,000.00
- i) Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Either option shall be implemented at the Contractor's expense.

2. Worker's Compensation. Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code sections 3200 *et seq.*

- a) State: Statutory Amount (minimum) \$1,000,000.00
- b) Employer's Liability: Statutory Amount (minimum) \$1,000,000.00

3. Builder's Risk "All-Risk" Insurance. The Contractor shall provide a Builders "All-Risk" or Completed Value insurance coverage for the entire Project which is the subject of this Contract, including work completed or in progress.

4. Additional Policies. Contractor shall be responsible for the Project from the date that work commences until final acceptance of the Project by the District. Therefore, Contractor, not the District, shall assume all risks for death, personal injury, or property damage from all causes, including but not limited to, vandalism or other "Acts of God." Contractor may purchase, at Contractor's sole expense, any insurance policies desired to cover this risk.

5. Minimum Coverage Amounts. The insurance required shall be written for not less than the following limits, or greater if required by law.

INDEMNIFICATION AGAINST LIABILITY Notwithstanding any representation set forth in the contract documents, Contractor agrees to indemnify, defend and save harmless the District, its Governing Board, Construction Manager, Architect related entities and divisions, officers, agents and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, damage to property, or delay or damage to another Contractor, or for attorneys fees incurred in defending or prosecuting suits to enforce laws relating to public works contracts, resulting or arising out of, or in any manner connected with Contractor or Contractor's agents, employees or Contractors' performance or failure to perform under the terms of the Contract Documents, excepting only liability arising out of the sole negligence or willful misconduct of the indemnity. The parties stipulate that any such claims, demands, losses, defense costs, or liabilities would be above, beyond, and entirely separate from, those damages which would be liquidated pursuant to the provisions of the contract.

Surety Bonds- for projects exceeding \$25,000

Performance and Payment Bonds will be required on all contracts exceeding \$25,000, unless otherwise stipulated by the District. Within ten (10) days upon award and prior to start of work, contractor shall furnish two surety bonds, as follows:

Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for faithful performance of this Contract.

Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

Cost of bonds shall be included in the Bid and Contract Price.

All Sureties and Bonds shall be satisfactory to the District. Unless otherwise provided or approved by the District, all bonds shall be issued by a California admitted surety insurer pursuant to the Code of Civil Procedure, sections 995.010 et seq.

All bonds, when required, shall be on a form approved by the District and/or included in the Contract Documents.

Contract Forms

The form of agreement which the successful bidder will be required to execute, if awarded the project, pursuant to the California Uniform Public Contract Cost Accounting Act, shall be on the District's standard contract form, unless otherwise provided in the bid documents. The agreement form (contract) among other things includes matters required by State law relative to public works contracts.

Prevailing Wages

In accordance with the provisions of section 1771 of the Labor Code, all public works contracts in excess of \$1,000 shall be subject to prevailing wages. The payment of prevailing wages may be monitored by third parties or under a District initiated labor compliance program. Current prevailing wage rates and pertinent information can be obtained from the following link: <http://www.dir.ca.gov/>.

Fair Employment Non Discrimination Practices

It is the policy of the District that all work performed under purchasing contracts there be no discrimination against any prospective or active employee because of race, color, ancestry, national origin, sex or religious creed. Contractors shall also require like compliance from any subcontractors employed on District projects.

MENLO PARK CITY SCHOOL DISTRICT

BUSINESS OFFICE

181 Encinal Avenue

Atherton, CA 94027

PHONE (650) 321-7140

FAX (650) 328-1275

**MUST BE RETURNED
BEFORE PAYMENT CAN
BE MADE!!**

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VENDOR INFORMATION QUESTIONNAIRE (IN LIEU OF FORM W-9)

We are required by the **Internal Revenue Service** to have the following information on file regarding the status of your Company. Please complete and fax to the above # or scan & email, as soon as possible.

REQUESTED BY: _____ *SCHOOL:* _____

Name of the Company _____ Vendor # _____

Address _____

Telephone # _____

Fax # _____

***Federal Tax Identification No.** _____

***Check type of business entity:**

Corporation _____ Partnership _____

Sole Proprietor _____ Other _____

If Sole Proprietor, give individual name of owner, Social Security Number and/or Federal Tax Identification Number.

Name of Owner _____

SSN _____

EIN _____

* _____
Signature

* _____
Date

* TO BE COMPLETED BY THE COMPANY