



District Website: <https://www.sduhsd.net/>

**BID NUMBER B2024-04**

**MOBILE TOWER LIGHTS**

Bid Opening: Wednesday, August 23, 2023 10:00 AM PST

at

San Dieguito Union High School District

<https://www.sduhsd.net/>

**Purchasing Department**, temporary location:

Facilities & Construction Office

625 North Vulcan Avenue

Encinitas, CA 92024

Ellen Fritz, Director of Purchasing

[ellen.fritz@sduhsd.net](mailto:ellen.fritz@sduhsd.net), (760) 753-6491 x 5521

Important Notice to Bidders – The outside of BID envelope must include:

-Name and address of bidder

-"BID # B2024-04 due August 23, 2023 10:00 AM"

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## REFERENCE AND TIMELINE

Bid Number	B2024-04
Bid Name	MOBILE TOWER LIGHTS
Publication Dates	August 9 and August 16, 2023
Deadline for Request for Information	2:00 PM PST August 17, 2023
Submit Questions by Email	<a href="mailto:ellen.fritz@sduhsd.net">ellen.fritz@sduhsd.net</a>
Final Addendum Posted	2:00 PM PST August 18, 2023
Bid Deadline	10:00 AM PST August 23, 2023
Estimated Date for Award of Contract	September 12, 2023

## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that the **San Dieguito Union High School District** of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than 10:00 AM PST on August 23, 2023 sealed bids for the award for:

### **MOBILE LIGHT TOWERS - BID # B2024-04**

Bids shall be received by the District Purchasing department at temporary location, SAN DIEGUITO UNION HIGH SCHOOL DISTRICT Maintenance & Operations Facilities located at 625 North Vulcan Avenue, Encinitas, CA 92024 at the above-stated time and place at which time bids will be opened and read aloud.

Each bid must conform and be responsive to the contract documents. Copies of the documents may be obtained from the District's Purchasing Department webpage:

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

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.

No Bidder may withdraw his bid for a period of thirty (30) days after the bid opening date. For questions, please contact Ellen Fritz at [ellen.fritz@sduhsd.net](mailto:ellen.fritz@sduhsd.net).

Katrina Young  
Clerk of the Governing Board  
San Dieguito Union High School District  
Diego County, California

Publication: The Daily Journal  
Publication Dates: August 9, 2023 and August 16, 2023

## **INFORMATION FOR BIDDERS**

**1. INTRODUCTION:** The San Dieguito Union High School District (SDUHSD) is located in north San Diego County, California. Our schools are in the cities of Carlsbad, Encinitas, Solana Beach, Del Mar, Carmel Valley and San Diego. SDUHSD operates five middle schools grades 6-8, five high schools grades 9-12, and one alternative school. We serve approximately 12,500 students.

**2. PURPOSE:** The San Dieguito Union High School District is soliciting bids from qualified companies (hereinafter “bidder” or “contractor”) capable of providing approximately 32 Wanco mobile light towers. SDUHSD is in need of mobile light towers to four schools athletic fields.

**3. OBJECTIVE:** The district is inviting bids for the purchase of Wanco mobile light towers all according to district specifications. Pending approval from the district’s Board of Trustees, the district will award a contract to the bidder that provides the lowest responsive and responsible bid. It is anticipated that an order(s) for the light towers will be placed immediately after receiving the necessary approvals. Starting ten (10) consecutive calendar days after the date of notification of award, delivery of order within four months is expected. However, due to unforeseen manufacturing issues, the contractor shall complete all work required by the contract documents within two hundred seventy (270) calendar days. No other performance period shall be acceptable unless accepted in writing.

**4. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS:** All submitted bids must provide, at a minimum, all requested information contained within the “Bid Submittal Packet.” Any portion not included in the bid may be cause for rejection by the district. The information should be organized as indicated in the bid requirements. The district reserves the right to eliminate, from further consideration, any response deemed substantially or materially non-responsive to the bid.

**5. SECURING BID DOCUMENTS:** Prospective bidders may obtain bid contract documents from the District’s Purchasing department webpage:

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

**6. EXAMINATION OF CONTRACT DOCUMENTS:** The district has made copies of the contract documents available, as indicated above. Bidders shall be solely responsible for examining the contract documents, including any addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors’ licensing requirements, availability of required insurance, and other factors that could affect the work. Bidders are responsible for consulting the standards referenced in the contract. Failure of bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under state law.

**7. INTERPRETATION OF CONTRACT DOCUMENTS:** Discrepancies in, and/or omissions from the specifications or other contract documents or questions as to their meaning shall be immediately brought to the attention of the district by written email request for an interpretation or correction to the district as a Request For Information. Such submission, if any, must be sent to the Purchasing Department by emailing Ellen Fritz at [ellen.fritz@sduhsd.net](mailto:ellen.fritz@sduhsd.net) no later than 2:00 PM on August 17, 2023, subject line “B2024-04”

Any interpretation of the contract documents (Answers for Request For Information), will be made only by written addenda duly issued and posted on the District's webpage:

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

The district will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items noted in the contract documents as the responsibility of the contractor.

**8. ADDENDA:** The district reserves the right to revise the contract documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by the district shall be included in the bid and made part of the contract documents. Pursuant to Public Contract Code Section 4104.5, if the district issues an addendum which includes material changes to the project less than seventy-two (72) hours prior to the deadline for submission of bids, the district will extend the deadline for submission of bids. The district may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date. Each prospective bidder shall provide the district a name and email address to which addenda may be sent, as well as a telephone number by which the district can contact the bidder. Copies of addenda will be furnished by email and/ or posted on the district's webpage:

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

Please Note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each bidder should contact the Purchasing Department to verify that they have received all addenda issued, if any, prior to the bid opening.

**9. ALTERNATE BIDS:** If alternate bid items are called for in the contract documents, the lowest bid will be determined on the basis of the base bid only. However, the district may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the contract duration and no additional contract time will be awarded for any of the alternate bid items. The district may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the project's scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder.

**10. COMPLETION OF BID FORMS:** Bids shall only be prepared using copies of the bid forms which are included in the contract documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the district, will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to bidders. In addition, bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the bid forms. Bidders shall neither delete, modify, nor supplement the printed matter on the bid forms nor make substitutions thereon. Use of black or blue ink or a computer printer is required. Deviations in the bid form may result in the bid being deemed non-responsive.

**11. MODIFICATIONS OF BIDS:** Each bidder shall submit its bid in strict conformity with the requirements of the contract documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the bid forms, nor

make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered, unless the Notice to Bidders authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice to Bidders.

**12. ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is marked with one's initials in the margin immediately opposite the correction by the person or persons signing the bid.

**13. SIGNING OF BIDS:** All bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the bid to bind the bidder to each bid and to any contract arising therefrom.

If a bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one member of the joint venture or partners as a management sponsor to execute the bid on behalf of bidder. Only that member of the joint venture or partner shall execute the bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind bidder in all matters relating to the bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of bidder assumed under the bid and under any contract arising therefrom. The bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

**14. SUBMISSION OF SEALED BIDS: Number of copies:** Each bidder must submit one (1) original "hard copy" and one (1) electronic copy (.pdf on a USB or "thumb drive") of its bid to the District.

Once the bid forms and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed, and delivered or mailed, postage prepaid to the district at the place and to the attention of the person indicated in the Notice to Bidders. No oral, email, nor telephonic bids will be considered. The Bid mailing envelope shall also contain the following in the lower left-hand corner thereof:

*Bid of (NAME OF BIDDER)*

***BID B2024-04 MOBILE LIGHT TOWERS***

**15. DELIVERY AND OPENING OF BIDS:** Bids will be received by the district at the address shown in the Notice to Bidders up to the date and time shown therein. The district may leave unopened any bid received after the specified date and time, and any such unopened bid may be returned to the bidder. It is the bidder's sole responsibility to ensure that its bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice to Bidders, and the amount of each bid may be read aloud and recorded. The district may, at its sole discretion, elect to postpone the opening of the submitted bids. District reserves the right to reject any or all bids and to waive any informality or irregularity in any bid. In the event of a discrepancy between the written amount of the bid price and the numerical amount of the bid price, the written amount shall govern.

**16. WITHDRAWAL OF BID:** Prior to bid opening, a bid may be withdrawn by the bidder only by means of a written request signed by the bidder or its properly authorized representative. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of the bids.

**17. BASIS OF AWARD: BALANCED BIDS:**

The district shall award the contract to the lowest responsible bidder submitting a responsive bid. The district may reject any bid, which, in its opinion, when compared to other bids received or to the district's internal estimates, does not accurately reflect the cost to perform the work. The district may reject as non-responsive any bid, which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

**18. DISQUALIFICATION OF BIDDERS: INTEREST IN MORE THAN ONE BID:** No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders submitting a bid to the district. No person, firm, corporation, or other entity may submit a sub proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same project.

**19. AWARD OR REJECTION OF BIDS:** Once all bids are opened and reviewed to determine the lowest responsive and responsible bidder, the district may award the contract. The apparent successful bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements; (2) a current copy of W-9; (3) confirmed delivery schedule. Once the district notifies the bidder of the award, the bidder will have seven (7) consecutive calendar days from the date of this notification to execute the contract and supply the district with all of the required documents and certifications. Regardless of whether the bidder supplies the required documents and certifications in a timely manner, the contract time will begin to run seven (7) calendar days from the date of the notification. Once the district receives all of the properly drafted and executed documents and certifications from the bidder, the district may issue a Notice to Proceed to that bidder.

The governing Board of the San Dieguito Union High School District, however, reserves the right to reject any/or all bids if the district determines that it would be in its best interest to cancel the solicitation, to accept or reject any one or more items of a bid, and to waive any informality or irregularity in the bid(s) or in the bidding process. If a bid fails to conform to requirements set forth in the Notice to Bidders, or any of the other contract documents (including, without limitation, if the district determines that the bid is unintelligible, internally inconsistent, or ambiguous), the district may reject the bid as not responsive to the Notice to Bidders. The district may, but is not required to, seek information from any vendor that may resolve an ambiguity in the contractor's bid.

**20. FILING OF BID PROTESTS:** Bidders may file a "protest" of a bid with the district's Director of Purchasing. In order for a bidder's protest to be considered, the protest must:

- A. Be filed in writing within two (2) business days of Notification of Award Recommendation. Failure to file a timely bid protest shall constitute a bidder's waiver of his/her right to protest the award of the contract;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and



- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected. If the protest is considered, the district's Director of Purchasing, or other designated district staff member, shall review the basis of the protest and all relevant information. The Director of Purchasing will provide a written decision to the protestor. The protestor may appeal the decision of the Superintendent or his/her designee, the Associate Superintendent, Business Services.

**21. PRICE INCREASE:** Pricing shall remain firm for a period of twelve (12) months from the award of the bid before any price increase is permitted. The successful bidder(s) shall submit to the district, a written notice (no electronic mail) of any price changes. The district must have thirty (30) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the thirty (30) calendar days' notice to the district. In the event of the price increase, the district reserves the right to cancel such items from the bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

**22. DISCONTINUED ITEM:** The successful bidder(s) shall submit to the district a written notice (no electronic mail), anytime when any item has been discontinued. The district must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days' notice to the District. In the event of an item being discontinued, the District reserves the right to cancel such items from the bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

**23. MODEL CHANGES:** Model changes will be allowed as long as the replacement is significantly the same or better in terms of specifications and performance and there is NO price change. The successful bidder(s) shall submit to the district, a written notice (no electronic mail) of any model changes. The district must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days' notice to the district. In the event of the brand change, the district reserves the right to cancel such items from the bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

**24. BRANDS:** Manufacturer brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the district. After careful consideration, the brand name of the product specifications named herein offer the features and benefits best suited for district application. However, the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the brand name and model number of the brand(s) being bid (even if indicated in the specification). Terms such as "As Spec" or bidder's item numbers instead of the manufacturer's name and model number may be considered non-responsive. In accordance with the INSPECTION AND ACCEPTANCE provision of this bid, testing may be required.

Brand changes may be allowed as long as the replacement is significantly the same or better in terms of specifications and performance and there is NO price change. The successful bidder(s) shall submit to the district, a written notice (no electronic mail), of any brand changes. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days' notice to the district. In the event of the brand change, the district reserves the right to cancel such items from the bid. Failure

to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

**25. TECHNOLOGY CLAUSE:** As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. The district's requests for proposals seek to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of any project, to be included under the general umbrella of compatible product lines and are thus specifically included in the district's contract document.

**26. REQUEST FOR SUBSTITUTIONS OR EQUIVALENTS:** Requests to substitute any product or material or to deviate from project specifications must be submitted to Purchasing Department no later than 2:00 on August 16, 2023. A decision will be rendered in the form of addenda no less than seventy- two (72) hours prior to the bid deadline, and posted on the district's Purchasing Department web page:

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

**27. WARRANTY:** The successful bidder warrants that items furnished by the bidder, its agents and designated partners shall be free and clear of any defect in material and workmanship and shall conform to the published specifications for such product and successful bidder's representations regarding the functions and uses for which each product is marketed. The successful bidder shall repair and/or replace any defective item with an item of equivalent or superior quality without any additional cost to the district, as per the manufacturer's standard warranty period for each product offered.

**28. INSURANCE REQUIREMENTS:** Prior to issuance of a purchase order(s), the successful bidder shall furnish the district with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "San Dieguito Union High School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the successful bidder's policy is primary over any insurance carried by the district and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice being given to the district's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the district, its governing Board and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers' Compensation Insurance with limits as required by the Labor Code of the state of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage with limits as required by the state of California.

**29. EXECUTION OF CONTRACT:** The bidder to whom an award is made shall execute the contract in

the amount determined by the contract documents. The district may require appropriate evidence that the persons executing the contract are duly empowered to do so.

**30. FAILURE TO PROVIDE EVIDENCE OF INSURANCE OR EXECUTE CONTRACT:** In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the district may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

**31. DEFAULT:** In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the district may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

**32. TERMINATION OR DEFAULT:** The district may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the district, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order(s) and does not cure such failure within a period of two (2) business days (or such longer period as the district may authorize in writing) after receipt of notice from the San Dieguito Union High School District specifying such failure.

In the event the district terminates the contract, in whole or in part, the district may acquire equipment, similar to those so terminated from another source, and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

**33. ASSIGNMENT/SUBCONTRACTING:** The contractor shall not assign, transfer, or subcontract by operation of law or otherwise any or all of their rights, burdens, duties, or obligations without prior written consent of the district.

**34. EVIDENCE OF RESPONSIBILITY:** Upon request of the district, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The district may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) business days after request. Failure to do so will be sufficient cause for default and the district may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

**35. ANTI-DISCRIMINATION:** In connection with all services performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful

bidder agrees to require like compliance by any subcontractors employed on the project by such bidder.

**36. INSPECTION AND ACCEPTANCE:** All items provided under the contract shall meet or exceed the bid specifications and shall comply with all federal and California state laws governing their production, handling, processing, and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the district. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

**37. INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the district and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the bidder's performance or failure to perform services under this bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the district, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the district and shall pay for any and all injury, damage, or loss to the district. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the district.

**38. SALES TAX:** SDUHSD is not tax exempt.

**39. CONFLICTS OF INTEREST:** By submitting a bid, the bidder represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the state of California, and that it does not know of any facts that constitute a violation of said sections in connection with its bid. Bidder also represents that its bid has completely disclosed to the district all facts bearing upon any interests, direct or indirect, which bidder believes any member of district, or other officer, agent or employee of district or any department presently has, or will have, in any agreement arising from this bid, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the bid or termination of any agreement by district for cause.

**10. DAMAGE:** The successful contractor shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the district, in accordance with this solicitation. All needed corrections with an agreed upon date for resolution (in written form) shall be made within one (1) hour after such deficiencies, defects and/or damages are verbally reported to the contractor by the district. The contractor shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.

**END OF DOCUMENT  
INFORMATION FOR BIDDERS**

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, by and between the San Dieguito Union High School District, San Diego County, California, hereinafter called the District, and \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

ARTICLE 1. SCOPE OF WORK: The contractor shall perform all work within the time stipulated in the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the work required in strict compliance with the contract documents as specified in Article 4 below for the following project:

### **BID # B2024-04 MOBILE LIGHT TOWERS**

ARTICLE 2. DELIVERY: The contractor shall deliver the ordered goods and services. The work shall commence on the date stated in the district's Notice to Proceed. Upon placement of purchase order(s), the contractor shall make such delivery within two hundred seventy (270) calendar days of order unless the contractor and the district otherwise agree in writing. All items on bid shall be Free On Board (F.O.B.) destination. In the event that the contractor fails to timely deliver the ordered goods, the district may impose a late fee charge. This charge shall be taken as a credit against the contractor's invoice to the district. The late fee shall be charged at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. In no instance shall any late fees assessed exceed the dollar value of the late delivered goods.

ARTICLE 3. CONTRACT PRICE. The district shall pay to the contractor as full compensation for the performance of the contract, subject to any additions or deductions as provided in the contract documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

Payment shall be made as set forth in the Purchase Order Terms and Conditions.

ARTICLE 4. COMPONENT PARTS OF THE CONTRACT The contract entered into **by this Agreement consists of the following contract documents:**

- Notice to Bidders Check
- List for Bidders
- Information for Bidders
- Certificate of Non-Collusion Special Provisions
- Contractor's Certificate Regarding Workers' Compensation
- Alcoholic Beverage and Tobacco Free Certificate
- Drug-Free Workplace Certification
- Equal Employment Opportunity Statement Fingerprinting and Background Check Statement Agreement
- Exhibit A Specifications
- Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued
- Vendor Response Form

The contractor shall complete the work, deliver the product, in strict accordance with all of the contract

documents. All of the above named contract documents are intended to be complementary. Work required by or conditions stated in one of the above named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices bid, which includes freight delivery charges specified on the Bid Form. The contractor and its surety shall be liable to the district for any damages arising as a result of the contractor's failure to comply with this obligation.

ARTICLE 5. PROVISIONS REQUIRED BY LAW: Each and every provision of law required to be included in these contract documents shall be deemed to be included in these contract documents. The contractor shall comply with all requirements of the California Labor Code applicable to this project.

ARTICLE 6. INDEMNIFICATION: Contractor shall provide indemnification as set forth in the Instructions to Bidders.

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

**CONTRACTOR:**\_\_\_\_\_ **SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

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

Name:\_\_\_\_\_ Name: Tina Douglas

Title: \_\_\_\_\_ Title: Associate Superintendent Business Services

## EXHIBIT A - SPECIFICATIONS

**Make/Model:** WANCO Compact Diesel Light Tower (or equivalent) **Quantity:** 32  
**The district reserves the right to alter quantity either increase or decrease by six units**

<b>BASIC PRODUCT DESCRIPTION</b>	Wanco WLTT-4MK106K Compact, Kubota D1005, Base Model  Wanco Compact Mobile Diesel Light Tower with Kubota D1005 Engine and 6kW Generator Four 1000-watt metal halide lamps • Fully adjustable high-efficiency light fixtures • 24.5-foot telescoping tower rotates 360 degrees • Single hand-operated winch for raising and lowering tower • 1800 RPM Tier 4 Final diesel engine • Mecc Alte brushless four-pole generator • 60-gallon fuel tank • Four touch point level system with agg-jacks coupled with two outriggers • 120V AC Duplex GFCI • 12V Group24 start battery • Powder-coat finish • Compact transverse trailer with leaf spring axle • Hinged back panel for engine access • Standard 2-inch ball tow hitch or hitch for 2.5-inch pintle hook (no combo hitch)
<b>LED Controller Deapsea Scheduler</b>	Upgrade required - LED - DeepSea Controller DSEL401 MKII - Scheduler Only (No Photocell) programmable time for self-automated operation. Considered part of Basic Product above
<b>480W LED Lights</b>	Upgrade required - (4) 480W LED Floodlights Considered part of Basic Product above

Equipment with additional options and/ or standard features other than those listed above may be considered if offered at no additional cost. District to solely determine if desirable, viable and cost effective or if deemed in the best interest of the district.

**NOTE:** Should the unit model listed above become unavailable, obsolete, or superseded during the effective period of the bid, the bidder may offer an equal or superior quality unit model replacement, provided that such unit will meet or exceed the design intent and application as the original model.

Requests to substitute any product or material or to deviate from project specifications must be submitted to Purchasing Department no later than 2:00pm on August 17, 2023, which is eight (8) days prior to the bid deadline. A decision will be rendered in the form of addenda no less than seventy-two (72) hours prior to the bid deadline, and posted on the district's Purchasing Department web page: <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

## **EXHIBIT A Continued – SCOPE OF WORK - SPECIFICATIONS**

### **MOBILE LIGHT TOWERS, BID # B2024-04**

#### **Quantity 32 Wanco WLTT, compact mobile diesel light tower (or equivalent)**

**The district reserves the right to alter quantity either up or down by six units**

- Wanco WLTT-4MK106K compact mobile diesel light tower
- Engine: Kubota Kubota D1005-BG 13.1 hp (9.8 kW)
- Generator: Mecc Alte LT3N-100 Brushless four-pole
- Start battery: Maintenance-free AGM 12 Vdc, 550 CCA
- Sound level: 68 dB @ 23 ft (7m) at max. load
  
- Fuel tank capacity: 60 gal (227 L)
- Required upgrade: Light Fixtures: Four 480 W LED floodlight fixtures, 1920 W total, 57,800 lm per fixture, continuous intensity.
- Average Fuel consumption: 0.31 gal/hr (0.1.17L/h)
  
- Required upgrade: LED Controller Deep Sea Electronics DSEL401 MKII, Auto-start/stop controller: Automated controller allows for user-programmed schedule operation.
- Transport: Fold-up tow bar and tandem tow receiver
  
- Frame: All-welded structural steel
  
- Fenders: Round, full wheel coverage, bolted to trailer frame, impact-resistant polypropylene, injection molded
  
- Finish: Cabinet panels are coated with oven-baked, safety-orange powder-coat finish to ensure durability and corrosion protection prior to assembly. Parts are run through a five-stage, high-pressure phosphate wash prior to application of the finish coat.
  
- Axle assembly: Tubular, 2000 lb (907.2kg) capacity, 5 on 4.5" B.C. idler hub, Double-eye leaf springs, 1200 lb (544.3kg) capacity for each spring
  
- Tires: ST225/75D13 steel-belted trailer tires, load rating B
- Drawbar: Hinged on bracket welded under trailer frame. Folds up for shipping and storage when needed. Secures up or down with a single locking pin.
  
- Tow hitch: Standard 2-inch ball coupler tow-hitch, SAE Class 2, 3500-lb (1588kg) capacity. Bolts to drawbar, removable and replaceable. Two high-test proof coil chain assemblies with clevis slip hooks for towing. Chains attached to drawbar with quick connectors.



## EXHIBIT B

### SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

#### PRODUCT SUBSTITUTION REQUEST FORM - INSTRUCTIONS

##### INSTRUCTIONS:

1. **During the proposal process, the San Dieguito Union High School District will consider written substitution requests received by 2:00 PM on August 17, 2023.** Requests received after that time **will not** be considered.
2. Submit requests on a copy of the attached Product Substitution Request Form.
3. Prepare separate requests for each product. Combined requests **will be rejected**.
4. In making substitution request(s), the Proposer/Contractor represents:
  - a. They have personally investigated the proposed product or method and determined that it is equal or superior in all respects to that specified in the Proposal.
  - b. They will provide the same guarantee for substitution as for product or method specified in the Proposal.
  - c. They will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
  - d. They waive all claims for additional costs related to substitutions which consequently become apparent.
5. All accepted substitutions will be confirmed by inclusion in an Addendum. A decision will be rendered and issued to all potential Proposers in addenda no less than seventy-two (72) hours prior to the Proposal deadline. Items not appearing in such an addendum shall be deemed **REJECTED**.

Page 1 of 2 Product Substitution Request Form  
**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**EXHIBIT B**  
**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**  
**PRODUCT SUBSTITUTION REQUEST FORM**

Proposal Name & Number: \_\_\_\_\_

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

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

E-Mail and Phone: \_\_\_\_\_

**Specified Item/Product:** \_\_\_\_\_

**PROPOSED SUBSTITUTION:** Attached data includes manufacturer's product description, specifications, drawings, photographs, performance, and test data, and include one (1) sample adequate for evaluation of the request including identification of applicable portions.

Attached data also includes the description of changes to contract documents and the requirements of the proposed substitution for proper installation.

The undersigned certifies the following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown (only if supplied with Bid Documents).
2. Undersign pays for changes to building/equipment design, including engineering design, detailing, and proposed substitution has no adverse effect on other trades, construction and/ or installation schedule, or specified warranty requirements.
3. Maintenance and service parts are available locally or are readily obtainable for the proposed substitution.

The undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item(s).

Undersign agrees if this page is reproduced, terms and conditions for substitution(s) found in Bid Documents apply to this proposed substitution.

Request Submitted by (print name) : \_\_\_\_\_

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

-----REVIEW AND ACTION (*For use by SDUHSD staff only*):-----

Substitution approved - Substitution approved as  
noted Substitution rejected - Use specified materials.  
Substitution Request received too late - Use specified materials.

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



## BID SUBMITTAL PACKET

All of these forms must be completed and returned for consideration of your bid.

BID SUBMITTED BY \_\_\_\_\_  
(Name of Company Submitting Bid)

## **BID SUBMITTAL CHECKLIST**

Complete this checklist to confirm the items have been included with your company's bid. Place a check mark or "X" next to each item that you are submitting to the district. To be considered responsive, all required attachments must be returned. ***This checklist should be returned with your proposal.***

<b>Documentation required at the time of submission:</b>	
<input type="checkbox"/>	Bid proposal: One printed copy and one digital copy (USB flash/thumb drive)
<input type="checkbox"/>	Bid Submittal Package Cover Page
<input type="checkbox"/>	Bid Submittal Checklist
<input type="checkbox"/>	Bid Form
<input type="checkbox"/>	Information Required of Bidder
<input type="checkbox"/>	Contractor's Certification Regarding Workers' Compensation
<input type="checkbox"/>	Non-Collusion Affidavit
<input type="checkbox"/>	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
<input type="checkbox"/>	Addenda Acknowledgement(s)
<b>Documentation required upon notification of contract award:</b>	
<input type="checkbox"/>	Agreement
<input type="checkbox"/>	Certificate of Liability Insurance (including proof of Automobile Insurance)
<input type="checkbox"/>	Proof of Workers' Compensation Insurance
<input type="checkbox"/>	W-9 Form

**END DOCUMENT  
CHECK LIST**

## **BID FORM**

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

Contact Name for this bid: \_\_\_\_\_

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

E-Mail Address & Telephone: \_\_\_\_\_

Pursuant to and in compliance with your Notice to Bidders calling for bids and the other documents relating thereto, the undersigned bidder, having familiarized herself/himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other contract documents, including addenda, if any for the following project:

### **BID B2024-04 TOWER LIGHTS**

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the contract documents. Acknowledge Addendum No(s) \_\_\_\_\_, if any.

<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Bid Price in Written Form</b>	
Wanco Light Towers WLTT-4MK106K as per Exhibit A Specifications, Each	1	Unit Price		\$
Total price of 32 light towers, Subtotal	32			\$
Sales Tax Encinitas, CA 7.75%				\$
Shipping / Freight for all 32, FOB Destination				\$
<b>TOTAL PRICE</b>				\$

1. In case of a discrepancy between the written price and the numerical price, the written price shall prevail.
2. It is understood that the district reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Bidders calling for bids.
3. Attached is the completed Bid Submittal Checklist and corresponding documents.

Bid form continued next page

To: San Dieguito Union High School District, acting by and through its Board of Trustees:

I, \_\_\_\_\_, the \_\_\_\_\_ of the Bidder, hereby certify under  
Name of Signer Title  
penalty of perjury under the laws of the State of California, that all of the information submitted by the  
Bidder in connection with this bid and all of the representations made herein are true and correct.  
Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at  
\_\_\_\_\_(County), California.

Legal Name of Bidder \_\_\_\_\_

By \_\_\_\_\_  
Authorized Officer or Agent (signature) Printed Name of Authorized Officer or Agent

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

### INFORMATION REQUIRED OF BIDDERS

#### A. INFORMATION ABOUT BIDDER [\*Indicate not applicable ("N/A") where appropriate\*]

Type of Entity: \_\_\_\_\_

Email Address for point of contact for this bid: \_\_\_\_\_

Email Address for emailing PO and delivery status: \_\_\_\_\_

Payable to Name of Company and remittance address for mailed payment check?

\_\_\_\_\_

1. How many years has bidder's organization been in business? \_\_\_\_\_

2. How many years has bidder's organization been in business under its present name? \_\_\_\_\_

3. Under what other or former names has bidder's organization operated? \_\_\_\_\_

4. Is bidder a certified Wanco dealer? Y\_\_\_ N\_\_\_ If yes, provide Wanco Certified Dealer Letter

END OF DOCUMENT BID FORM

## **CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code that requires 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.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_



## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

1. The participant or respondent certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

California Department of  
Education PRU 11 – December  
2019