



Loomis Union School District

3290 Humphrey Road, Loomis, CA 95650 (916) 652-1800

www.loomis-usd.k12.ca.us

Building Excellence in Education since 1856

Gordon T. Medd, Superintendent

December 14, 2018

Adam DeBard, President
Global Modular, Inc.
1120 Commerce Avenue, #25
Atwater, CA 95301


RE: Bid 2018-03 Purchase/Lease & Delivery of DSA Approved Relocatable Buildings

Dear Mr. DeBard:

This letter is to inform you that the Loomis Union School District's Board of Trustees approved Global Modular, Inc.'s proposal to provide the Purchase/Lease & Delivery of DSA Approved Relocatable Buildings at their December 13, 2018 publicly held meeting. Also approved in the proposal was the "Piggyback" provision. It was understood by the Loomis Union School District's Board of Trustees that the prices and terms presented and approved in Global Modular, Inc.'s proposal will remain in effect for three (3) years from today's date, December 14, 2018.

Please contact me at jstewart@loomis-usd.k12.ca.us or 916-652-1800 if you have any questions or require further information.

Sincerely,


Jay M. Stewart
Associate Superintendent
Business Services

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices or materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder or bidders based on the prices for the PC buildings per the Bid-Attachment Item A-1 24x40, Item BH-1 11x14 Model "A" Concrete Block Restroom, Item BJ-1 22x25 Model "C" Concrete Block Restroom by action of the governing Board. The District reserves the right to award more than one bid, 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.

a. Each bidder shall submit, with the required bid documents, evidence that they have either a DSA approved PC or are currently in the process of obtaining PC Approval for all of the buildings that are defined in Item 11 above (award of contract). Any Bidder failing to submit the required DSA PC documents will be considered non-responsive.

12. Piggybacking by other Public Agencies. By submitting a bid for the Project, the Successful Bidder shall be deemed and construed to have acknowledged and agreed that, to the extent permitted by Public Contract Code Sections 20118 and 20652, and during the period in which the Contract is in effect (including, without limitation, any extensions thereto), the Successful Bidder shall allow other California public school districts and community college districts and community college districts to lease and/or purchase the personal property and associated incidental services specified in the Contract ("Personal Property") on the same terms and conditions as set forth in the Contract. To the extent permitted by applicable laws, the Successful Bidder may allow any public agencies to lease and/or purchase the personal property and/or services specified in the Contract on the same or better terms and conditions as set forth in the Contract. To accommodate such "piggybacking" on the Contract by other public agencies and notwithstanding anything else in the Contract Documents: (i) the initial term of the Contract shall commence on the date the District awards the Contract to the Successful Bidder and shall expire on the third anniversary of such date (a three-year initial term); and (ii) the prices for the personal property and associated incidental services specified in the Contract shall remain in effect at all times during the term of the Contract. The District and the Successful Bidder may agree in writing to extend the term of the Contract.

13. Bid Protest Procedure. Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specifications of all documents that form the bases for the protest.
- c. The protest must include the name, address, email and telephone number of the person representing the protesting party.