

REQUEST FOR PROPOSAL

Network Electronics

EL CAMINO REAL CHARTER HIGH SCHOOL

5440 VALLEY CIRCLE BLVD.
WOODLAND HILLS, CA. 91367

OWNER'S REPRESENTATIVE:



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

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BID INTRODUCTION

El Camino Real Charter High School, here after referred to as Owner or District, is seeking proposal from qualified Bidders to furnish specialized technology equipment and services. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods and services through the competitive negotiations process, pursuant to Public Contract Code Section 20118.2. The Owner intends to award a contract for equipment and services to the qualified bidders whose proposal is the most advantageous to the school district.

Any and all updated project information, forms, including addenda, will be distributed thru the project website, located at www.projects.infinitycomm.com & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services. The Owner expects that the bidder include all project information, including addenda in their proposed bid price. Failure of the bidder to include all addenda in their bid will result in the Owner rejecting their bid.

Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

All bidders interested in providing a proposal for this project must submit their bids through the project website at www.projects.infinitycomm.com, no later than **March 13, 2023** by **12:00PM**. Bids will not be received after the due date. Other forms of bid submission will not be accepted. It is the responsibility of the bidder to ensure all bids are submitted prior to the close of the bid. Late submissions are not accepted through the project website.

All inquiries concerning the project shall be submitted through the project website at www.projects.infinitycomm.com.

INSTRUCTIONS TO BIDDERS

**READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.**

PREPARATION OF BID FORMS

The Bidder's price shall be submitted on the prescribed Proposal Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

When submitting a digital bid response, the bidder is responsible to ensure that all documents are legible. Submitting documents that fail to be legible, will not be review and will result in the resolution that the bid is non-responsive. All submitted bid documents shall be no larger than 10Mb per file.

FORM AND DELIVERY OF BIDS

The bid must conform and be responsive to all Project documents and shall be made on the Proposal Form provided, and the complete bid, together with any and all additional materials as required, shall be submitted as specified in the "Bid Introduction" section above. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.

PROPOSAL REQUIREMENTS

Proposals shall include the following:

1. **Proposal Narrative** – The bidder will include with their proposal a written narrative, detailing the means and methods, the bidder intends to employ to perform the services requested in this RFP. The Proposal Narrative shall not exceed 10 pages (page limit excludes RFP Forms and Electronic Item 21 Attachment Sheets). The proposal narrative shall include at a minimum:
 - a. A brief description of the bidder, and their relevant history in the marketplace.
 - b. An implementation plan, including a project schedule and short description of each task/milestone, necessary for the successful delivery of the requested equipment and services.
 - c. A description, if applicable, of the "Owner Supplied" programming requirements and/or sample system configuration questionnaire that the owner will be required to provide to the bidder to successfully complete the project.
 - d. A statement, if applicable, that clearly address any conflict or inability on the part of the bidder to meet the system(s) and/or terms and conditions specified in this document.
2. **Proposal Form** - The bidder shall provide their price on the provided "Proposal Form". If the bidder wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a "Proposal Form" for the requested service. A brief description and scope of the Base Bid & Additive Alternates are supplied below:

Base Bid

The Base Bid Price shall **include** all material, sales tax and labor to complete the work described in this RFP and the associated Design Documents.

Additive Alternate #1

The Additive Alternate #1 Price shall **include** all material, sales tax and labor to complete the work described in this RFP and the associated Design Documents.

Contingency Fee

The Bidder shall include their Contingency Fee amount if it is a standard business practice of the bidder.

3. **Contingency Fee as A Standard Practice** – The Bidder shall complete and submit with their proposal the attached form to demonstrate whether or not a Contingency Fee is a standard business practice of the bidder. If the bidder elects to offer the Contingency Fee, the bidder agrees that the Contingency Fee will be used for adds, moves and changes requested by the Owner during the construction process for eligible services only. If the Owner does not request adds, moves, or changes the E-Rate eligible committed funding amount of the contingency will be given back to the E-Rate program.

4. **Electronic Item 21 Attachment Sheet** – The bidder shall provide itemized pricing for all equipment to be included in this Bid Response. Pricing shall include E-Rate eligibility, materials, labor, tax, shipping, and any other associated charges. This will be provided in the included spreadsheet format.

An electronic copy will be required at the time of bid. The Bulk Submission Upload form can be found at the link below:

https://www.usac.org/wp-content/uploads/e-rate/documents/Forms/bulk_upload_templates/Category-Two-Internal-Connections-Version-21.0.xlsm

When submitting a paper bid, all digital files must be submitted on a portable flash drive (thumb drive). Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

5. **Substitution Listing** – The Bidder may, if they so choose, propose to “substitute “ product that they deem “equal” or “better” to the specified products that was not “Pre-Approved” prior to the Bid Date. Contractor shall list the approved product(s) with the corresponding proposed substituted product(s). The Bidder shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted items are equal or exceeds the specified products.
6. **Designation of Subcontractors** – In accordance with the Subletting and Subcontracting Fair Practices Act Public Contract Code Section 4100, any bid will be accompanied by a Designation of Subcontractors.
7. **Noncollusion Affidavit** – In accordance with the provisions of Section 7106 of the Public Contract Code, bid must be accompanied by a noncollusion affidavit. Bidder shall submit a notarized copy of the form with their bid response.
8. **Bid Bond** – The bidder is required to provide bid security in the amount equal to ten percent (10%) of the bid amount. Bidder is required to provide one of the following forms of bidder’s security; cash, a cashier’s check, a certified check, or a bidder’s bond executed by an admitted surety insurer, made payable to the Owner. Bidder shall submit the Bid Bond form and bidder’s security in their bid response.
9. **Bidder’s Qualifications Form** – The bidder shall complete and submit the attached “Qualifications Form” as a part of their proposal. Bidder shall also include a minimum of three (3) references that demonstrate their ability to provide the services requested in this RFP. References will include Contact Name, Organization Name, Telephone, and email information for Contact.
10. **Contractor License Certification Form** – Bidder shall include in their bid response the California State issued contractor license number, expiration date and name holder for the license applicable to the work provided. Bidder shall also provide a copy of their license in their bid.
11. **Manufacture’s Certification Form** – Bidders shall include in the bid response the certification applicable to the scope of work they are bidding; Bidder shall include a copy of the certification from the manufacture with their bid.
12. **Bidder Agreement** – The bidder will include two (2) signed and dated copies of the attached Contractor Agreement with their bid proposal. Once all proposals have been received, and evaluated, the District will sign, date, and return the successful bidder’s agreement(s).
13. The following forms and documents have been supplied for reference and are not required to be returned with the bidder’s response. The winning bidder will be required to return these documents within ten (10) calendar days of the issuance of the Owner’s “Notice to Proceed”.
 - a. 14 - Payment Bond
 - b. 15 - Faithful Performance Bond
 - c. 16 - Fingerprinting Certification Form
 - d. 17 - Prevailing Wage Compliance Certification

GENERAL INFORMATION

E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-Rate program. The Owner expects each Bidder to make themselves intimately familiar with any rules or regulations regarding the E-Rate program. Any contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The Bidder shall be responsible to invoice and collect payment of the discounted contract amount from USAC, utilizing the SPI method. The undiscounted contract amount will be the maximum amount that the OWNER is liable. Bidder agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before Bidder bills USAC.

In compliance with the E-Rate program rules, Bidder agrees that no services can be delivered prior to April 1, 2023. The Bidder is responsible for providing a valid SPIN number with their proposal(s) showing that they are in good standing with USAC.

BIDDER REQUIREMENTS

Prospective bidders must be able to provide a portfolio describing experience with comparable projects in the K-12 customer market, and the appropriate State Contractor License. Bidders must meet the following qualifications in order to be considered:

1. Bidder shall be a licensed contractor holding at least one of the following State of California licenses; B, C-7, or C-10
2. Bidder must have a DIR registration number.
3. Bidder must have a USAC Service Provider Identification Number (SPIN)
4. Bidder must hold the required Manufacture Certifications for the Products/Systems proposed in their bid.
5. Bidder shall provide educational discount pricing or better.
6. Bidder must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the Owner.
 - a. Vendor shall work with manufactures to establish the manufactures warranty period, starting at the time of delivery or notice of completion (as agreed upon by the District).
7. Bidder must provide all components and parts of the system(s) broken out in the bid and unit pricing for each component, on the Form 471 Block 5 Item 21 attachment sheet.

PREVAILING WAGE

The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft, classification, or type of worker needed to execute the contract. Copies of that determination are available at the DIR website – <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Owner has not made the determination one way or another that the work included in this project requires the payment of prevailing wages. It will be the responsibility of the bidder to determine if prevailing wages needs to be paid and, later, if the DIR determines otherwise, that the Bidder will bear the sole responsibility of bearing the cost of this determination.

BIDDER AND SUBCONTRACTORS DIR REGISTERED CONTRACTOR STATUS

Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

BID BOND

A Bid Bond shall be required and shall be supplied with the bidder's bid response, as a guarantee that the Bidder will, enter into an agreement with the Owner to perform the services identified in this Request for Proposal. All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the trustees. The security shall be in an amount equal to at least Ten Percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed.

REQUEST FOR INFORMATION (RFI)

All inquiries and/or questions regarding the proposal shall be submitted in writing to the Owner's Representative. All response to prospective bidder's requests for information will be issued in written form. All RFI's must be received no later than **five (5) calendar days (24-hour periods)** before the opening of the bids. Any RFI's received after the **five (5) days** will not be answered. All RFI's are to be submitted to the contact person and email listed in the Bid Introduction.

EQUIVALENT PRODUCTS

All approved Products/Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

All other items other than those specifically addressed in the RFP document that the Bidder is seeking pre-approval for must be sent to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than ten (10) calendar days before the bid date. Requests received after the deadline will not be considered.

Bidders wishing to submit Items for pre-approval will be required to perform the following:

1. Provide specifications and cut sheets for the proposed item.
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: "exceeds" / "matches" / "unequal".
3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified the approved Part Number and Description.

Any new Approved Equals will be published in addendum form prior to the bid date. All proposals received that do not comply with the entire scope of work described in said documents, will be considered incomplete and the Owner reserves the right to list the Contractor's Proposal as non-responsive.

Failure to receive written approval for products installed that deviates from the products called for in this specification and/or on the project documents will result in the contractor replacing the unapproved materials and equipment with the originally specified products **at no additional cost to the Owner**.

SUBSTITUTIONS

The bidder may bid products or systems, hereafter referred to as "Items", which are "equivalent" or better to the Items approved in the Project documents. If the bidder chooses to bid an "equivalent" item, without seeking pre-approval, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions in their bid response using the "Substitution Listing" form. Documentation received after the bid date and time will not be accepted.

The OWNER is not responsible for locating or securing any information that is not included in such substantiating data. The burden of proof as to demonstrating the quality or suitability of proposed "equivalent" items shall be borne by the bidder. The OWNER shall be the sole judge as to the quality and suitability of proposed "equivalent" items, and decisions of the OWNER shall be final and conclusive. All such decisions by the OWNER shall be in writing, and no proposed "equivalent" item shall be deemed approved unless the OWNER has so indicated in writing.

BID EVALUATION PROCESS

The Owner will evaluate and select the winning bid based on the following criteria:

1. **Price (50%)** – Price will be the highest weighted factor. Price will be evaluated on the sum total of the Base Bid and all Additive Alternates. Contingency Fees will not be included in the low bid evaluation.
2. **Experience & Qualifications (30%)** – The Owner will evaluate the Bidder’s ability to demonstrate their experience in the industry and performance on projects similar to their proposed system as well as demonstrate their technical qualifications and system certifications necessary for the successful completion of their proposed system.
3. **Accuracy of Bid or Bid Response (20%)** – The Owner will evaluate the bid response for completeness and adherence of the bidder to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. Owner reserves the right to reject any/all bids that do not meet the requirements set forth in this document.

BID PROTEST PROCEDURE

Bidder’s wishing to file a formal protest must adhere to the El Camino Real Charter High School procedures which can be found at ecrchs.net.

CONTRACT ADMINISTRATION

The contractual agreement shall be between the Owner and the winning Bidder. The acceptable agreement has been prepared by the Owner’s Representative and has been included in the Request for Proposal (RFP). Bidders will sign the provided agreement and provide (2) two original signed copies with their bid proposal. The Owner shall return to the bidder with the highest ranked evaluated bid one (1) fully executed original copy of the agreement. Owner will return all bid securities and unsigned agreements back to the unsuccessful bidders.

RIGHT TO TERMINATE

The OWNER reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If OWNER exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, OWNER shall have no liability to Contractor for any bid preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

PROJECT SCHEDULE

The following are the anticipated project milestones:

First Publication	Week of February 13, 2023
Second Publication	Week of February 20, 2023
Bid Date	March 13, 2023, 12:00PM
Notice of Intent to Award	TBD
Award of Contract	TBD
Anticipated Notice to Proceed	July 1, 2023 (dependent on E-Rate funding)
Contractor’s Submittal’s due	1 Week from Notice to Proceed date
Project Duration	90 Calendar Days
Project Completion	No later than September 30, 2024

LIQUIDATED DAMAGES

The target dates pertaining to this project **must** be adhered to by the contractor or liquidated damage will be assessed by the Owner. Contractor shall be assessed the sum of **Five Hundred Dollars and No Cents (\$500)** per day as liquidated damages for each and every calendar day the work required under the Project documents remains unfinished past the time for completion as shown on the Project Schedule.

The Contractor will pay to the Owner -or- the Owner may retain from amounts otherwise payable to the Contractor, said amount for each calendar day after failure to meet the requirements of the contract completion as shown on the Project Schedule.

No extension of time will be granted to the Contractor unless the circumstances are not the fault or negligence of the Contractor, including but not restricted to acts of God. An extension of time due to such circumstances must be submitted in writing and approved by the Owner prior to the completion date as shown on the Project Schedule.

COMPLETION OF WORK

The work on this project must be completed according to the above schedule. A final Notice of Completion shall not be granted to the contractor until the entire Scope of Work including punch list items has been completed to the Owner's satisfaction. Completion of the project is contingent upon successfully installing, configuring, and demonstrating all of the scopes of work are complete.

RIGHT TO REJECT ANY AND ALL QUOTES

The Owner reserves the right to reject any or all bid proposals and to waive any informalities or irregularities. The vendor's submission of a proposal is recognition of this right.

In addition, the Owner reserves the right to fund, or not to fund this project, regardless of E-Rate approval.

PROJECT MANAGMENT

The El Camino Real Charter High School, here after referred to as "Owner", will appoint a Representative, here after referred to as "Project Administrator", to act on their behalf to provide Construction Management and Project Administrative services. The contractor's submission of a bid for this project is an acknowledgment of this fact and will include in their bid price any/all costs associated to compliance with the requirements described below.

All durations shown in this section shall reflect business days, unless otherwise noted.

PROJECT ADMINISTRATOR'S ROLE

1. Primary point of contract between the Owner and the contractor.
2. Contract Administration.
3. Prepare and issue the Notice to Proceed to the contractor.
4. Receive and process contractor's Submittal Documentation.
5. Receive and process contractor's insurance certificates and bonds, as require by the scope of the project.
6. Coordinate site access.
7. Receive and process contractor's project documents, Daily Reports, Scheduling Updates, etc.
8. Receive, review, and respond to contractor's Request for Information (RFI) and Change Order Request (COR)
9. Coordinate and conduct regular project meetings.
10. Receive, review, and make recommendations for contractor payment request.
11. Coordinate the work of all contractors.
12. Monitor contractor's performance with respect to the project schedule.
13. Evaluate and inspect contractor's adherence to the project documents and installation services.
14. Witness contractor testing.
15. Prepare punch list and inspect contractor's corrective work.
16. Prepare and issue the Final Notice of Completion to contractor.

PRIMARY POINT OF CONTACT

The Project Administrator will be the primary point of contact for all project related documentation, questions, request for information, payment request, request for testing, inspections, and verification of project completion, etc. Contractor will route all documents and request to the Owner's representative.

SKILLED AND TRAINED WORKFORCE

The awarded contractor must provide proof that a minimum of 30% of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.

The Respondent agrees to provide to the Owner, monthly while the project or contract is being performed, a report demonstrating compliance with chapter 2602 of the PCC. If the monthly report does not demonstrate compliance, the Owner shall do all the following:

1. Withhold further payments until the awarded contractor provides a plan to achieve substantial compliance with the law, with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. All of the following shall apply:
 - a. The Owner shall without an amount equal to 150 percent of the value of the monthly billing for the awarded contractor that failed to comply with the law, or 150 percent of the value of the monthly billing for the subcontractor that failed to comply with the law.
 - b. If the awarded contractor substitutes a subcontractor for failure to demonstrate compliance with a different subcontractor that provides enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the Owner will immediately resume making payments to the awarded contractor, including all previously withheld payments.
 - c. Upon submission by the awarded contractor, of a plan to achieve compliance with the law, the Owner shall immediately resume making payments including those previously withheld, unless within a reasonable time, the submitted plan is rejected, and an explanation of rejection is given.
2. Forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with PCC 2603.
3. Forward to the Labor Commissioner a copy of the plan, if any, submitted with the awarded contractor to achieve substantial compliance with the law, and the response to that plan, if any, by the Owner.
4. All monthly reports shall be considered public record and open to public inspection.

NOTICE TO PROCEED

This project is contingent on funding from the E-Rate program. As such, the Owner will not issue a Notice to Proceed until a copy of the approved Funding Commitment Decision Letter (FCDL) has been received from USAC and a Form 486 "Receipt of Service Conformation" has been filed. Contractor will not be permitted to commence work, unless otherwise directed by the Owner, until a Notice to Proceed has been issued. The Owner will not be responsible for costs incurred by the Contractor prior to receiving a Notice to Proceed.

Upon the Owner's issuance of the Notice to Proceed, the Contractor shall have **ten (10)** days to submit the following fully executed documents:

In the event that the Contractor does not provide the required documents listed below within the specified time, the Owner reserves the right to consider the Contractor non-responsive and terminate the Agreement.

1. Payment Bond (100%): Contractor shall provide their Bond on the form provided in the RFP and fully executed as indicated on the form.
2. Faithfull Performance Bond (100%). Contractor shall provide their Bond on the form provided in the RFP and fully executed as indicated on the form.
3. Fingerprinting Certification Form
4. Prevailing Wage Certification Form
5. Insurance Certifications and Endorsements as required in the Agreement.

SUBMITTALS

Submittals must be received by the Project Administrator within **ten (10)** days of the Notice to Proceed. In general, Submittals are product catalog sheets, performance data, diagrams, drawings, schedules, and other data prepared by the contractor to demonstrate their adherence to the systems as specified and their ability to complete this project as described in the project documents.

Shop Drawings shall be required of the contractor if materials/equipment provided in their bid require coordination with other trades and/or the Owner, to complete the installation of said materials/equipment.

Copies of System Configuration Worksheets and/or Programming Questionnaires shall be required to be submitted if the contractor requires these documents to be completed before system installations can begin.

Contractor will submit one electronic and one soft copy of their submittal directly to the Project Administrator. The reviewed copy will be returned to the contractor directly from the Project Administrator. The submittal will be returned to the contractor by the Project Administrator as "approved", or "revise and resubmit" or "rejected". Failure of the contractor to adhere to the submittal requirements as stated below will result in an immediate submittal rejection. No "Extension of Time", to the project schedule, will be granted due to the rejection of the contractor's submittal. In the event that the contractor's submittal is rejected, it is the contractor's obligation to resubmit a compliant submittal within **five (5)** days.

Submittals shall include:

1. Documentation will be bound in a Bond Cover or in a Three (3) Ring Binder.
2. A coversheet on the Contractor's Company Letterhead including Contractor Name, Contractor License Number, Project Name, Specification Number, and Description, and submittal Date.
3. Full material lists of products and equipment included in the Contractor's bid price. Material list will include the following for each item, Manufacture name, Part Number, Description, and Quantity.
4. Manufacture's Catalog Cut-sheet for each part included in the Contractor's bid. The Catalog Cut-sheets shall be placed in the same order as shown on the spreadsheet.
5. Shop Drawings (as necessary)
6. Configuration Worksheets and/or Programming Questionnaires (as necessary)

INSURANCE

Contractor shall maintain general liability, automobile liability and builder's risk insurance for the duration of this Agreement in accordance with the Insurance Requirements portion of the Contract Documents. Prior the commencing any work, the Contractor shall submit to the Owner, for approval, the required Certificates of Insurance within ten (10) days of the Notice to Proceed. The Contractor shall not be allowed to enter the site until such time that the Contractor's proof of insurance is accepted by the Owner in writing.

PAYMENT AND FAITHFUL PERFORMANCE BOND

The successful bidder will be required to execute the supplied Payment and Faithful Performance bonds within **ten (10)** days of the Notice to Proceed.

The **Payment Bond** shall be in the amount not less than **One-Hundred percent (100%)** of the amount of the contract in accordance with the Project documents and Civil Code section 3248. The CONTRACTOR will also be required to furnish a separate **Faithful Performance Bond** in the amount of **One Hundred Percent (100%)** of the contract and in the form included in the Project documents.

SITE AVAILABILITY

All work performed on the project site will be done during the course of site construction. The Contractor will include in their price all cost necessary to coordinate with the Owner, Project Administrator, and construction project Design Professionals (Architect and Construction Manager) and Construction project contractors.

PROJECT SCHEDULE

Contractor will submit to the Project Administrator, for approval, a Project Schedule within **ten (10)** days of the Notice to Proceed. Contractor will submit the Project Schedule directly to the Project Administrator for review and approval. The schedule will be returned to the contractor by the Project Administrator as "approved", or "revise and resubmit" or "rejected". It is the contractor's obligation to coordinate with the Project Administrator to develop the approved Project Schedule.

The project duration, defined by the "Start Date" and "Completion Date" as shown on the Notice to Proceed and in this document, will be strictly adhered to. The approved schedule will be the basis by which Liquidated Damages will be assessed.

The project schedule shall be graphical in nature and contain specific project milestones that match the scope of work as specified in the project documents. The schedule shall provide for "early" and "late" start/end dates for each milestone, and include sufficient time for testing, inspections, and corrective work. Contractor shall employ the "critical path" method when developing the project schedule.

It is the contractor's responsibility to provide sufficient qualified personnel to complete the project within the specified time. The contractor, at their own expense, is expected to employ any means necessary, such as, overtime or working Saturdays to complete their work on schedule. Access to the site for overtime and Saturday work will be coordinated with the Project Administrator.

SCHEDULE OF VALUES

Contractor will submit to the Project Administrator, for approval, a Schedule of Values, within **ten (10)** days of the Notice to Proceed. Contractor will submit the Schedule of Value directly to the Project Administrator for review and approval. The Schedule of Values will be returned to the contractor by the Project Administrator as "approved", or "revise and resubmit" or "rejected". It is the contractor's obligation to coordinate with the Project Administrator to develop the approved Schedule of Values.

The Schedule of Values will include, at a minimum, separate line items for the material cost and labor cost associated to each "logical" system, "phase", or "milestone" task. The Schedule of Values will also include, at a minimum, a separate column for "Percentage of Completion", "Pay Request Amount", "Retention Amount", "Paid Amount to Date", "Retention Amount To Date" and "Total Billable Amount". Contractor will include on the approved Schedule of Values the Owner's E-Rate billable portion and USAC's billable portion.

An approved Schedule of Values must accompany all "progress billing" payment requests. Contractor will submit their updated Schedule of Values, for approval, to the Project Administrator a minimum of **five (5)** days prior to all payment requests. Payment requests received without an approved Schedule of Values will be denied.

MEETINGS

Contractor will be required to attend and participate in following types of meetings:

Pre-Construction Meeting – Contractor will be required to attend a onetime meeting to review and discuss:

1. Introduction of Project Contacts
2. Correspondence Procedures
3. Owner's Rules of Conduct
4. Submittal Procedures
5. Insurance/Bond requirements
6. Project Schedule
7. Invoicing/Payment Procedures
8. "Progress Meeting" Schedule

9. Site Access
10. Changes to Scope of Work
11. Schedule "Programming Meeting"
12. Verify Exact Equipment Placement
13. Address Owner/Contractor Questions

Progress Meeting – Contractor is required to attend regularly scheduled project "Progress Meetings" to provide Owner/Project Administrator with project status updates, address outstanding/unresolved items, and/or revise/update Project Schedule. Project Administrator will notify the Contractor of the location (on-site or conference call), time and place for all Progress Meetings.

Programming Meetings (as necessary) – See individual Specification Sections for each system "Programming Meeting" requirements.

DAILY REPORTS

Contractor will be required to prepare a daily report for onsite activities. The daily report shall indicate the total number of employees and/or sub-contractors present on site, their hours worked, and a short description of work performed. Problems or delays should be clearly noted along with what action was taken to address the situation. Contractor will be required to submit the week's daily reports to the Project Administrator no later than Friday of each week.

REQUEST FOR INFORMATION

In the case that there is a conflict within the project documents and/or site conditions, it is the responsibility of the contractor to request a clarification from the Project Administrator in writing. The Project Administrator reserves the right to respond to the RFI, or to provide a Supplemental Instruction (SI) to make minor changes to the work that are not intended to effect the project cost.

PRICE REQUEST/CHANGE ORDER

In the event that the Owner/Project Administrator revise and/or alter the scope of work, the Project Administrator will issue a Price Request to the contractor. The contractor will return completed the Price Request to the Project Administrator within **five (5)** days.

The contractor's Price Request shall include a detailed cost breakdown of all required equipment, material, sales tax, and labor for the added or deleted scope of work. If additional time is required to complete the new scope of work, then the contractor will indicate so in the Price Request. The acceptance of the contractor's Price Request will be completed after the Project Administrator issues an approved written Change Order in writing. All costs incurred by the contractor for work performed without an approved written Change Order will be the contractor's responsibility.

PAYMENT REQUEST

Contractor will submit all payment requests to the Project Administrator by the 20th of each month. Payment requests not received by the 20th will be held until the following month.

All payment requests must be accompanied by an approved Schedule of Values. Payment requests that are denied will be held until the 20th of the following month.

Submission of a bid proposal obligates the Contractor to comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this contract. Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for their percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of the Form 474 will be sent to the Project Administrator, for approval, prior to be sent to USAC.

Owner will withhold a **5%** Retention from all payment requests. Final payment to the contractor of the 5% retention will be made after Owner "accepts" the project and the Project Administrator has issued a Final Notice of Completion.

DELIVERY AND STORAGE

It will be the sole financial responsibility of the contractor to arrange delivery and storage of all project related product, materials, and equipment. The Owner will not be responsible for the warehousing or transportation of any project related products, material, and equipment, without prior written approval. The Owner's written approval will be contingent on the contractor developing and maintaining an onsite inventory and check-in/check-out system and indemnification from all lost or stolen items. A centralized location will be provided by the District for asset tagging and staging of equipment prior to installation.

DAMAGE

It will be the sole responsibility of the contractor to repair and/or replace all damage done by the contractor to the Owner's property during the course of installation. Contractor will make a point of documenting all existing damage on their daily reports and in person with the Owner/Project Administrator prior to the beginning of the installation.

INSPECTIONS

The Project Administrator will monitor the progress of the contractor's work on a regular basis. It is the responsibility of the contractor to make all aspects of the installation available to the Project Administrator for inspection.

Acceptance of the contractor's work by the Owner/Project Administrator does not relieve the contractor from acts of negligence on the part of the contractor or work not completed that is in the contractor's scope, as defined in the project document.

Illegitimate or erroneous claims of completion by the contractor resulting in a premature inspection(s) shall be at the contractor's sole cost and the Owner shall reserve the right to reduce the contract price to pay for any costs incurred by the Owner.

The contractor will supply the Project Administrator with a minimum of **five (5)** days written notice for the following inspections:

Witnessed Testing

Contractor will perform the testing as specified in the specification in the presence of the Project Administrator.

Preliminary Final Inspection/Punch List

At the completion of all work in the scope of the contract, the contractor will issue a written "Request for Inspection" to the Project Administrator. The Project Administrator and the contractor will inspect the completed work and prepare a preliminary punch list of corrective work.

Final Inspection

At the completion of the corrective work on the preliminary punch list, the contractor will issue a written "Request for Final Inspection". The Project Administrator will perform a final "Inspection" and "Punch List".

ACCEPTANCE

The Owner's final acceptance of the project will occur when:

1. All aspects of the project scope have been completed, including successful installation, configuration, and demonstration of the specified equipment.
2. All punch list items have been corrected to the Owner's satisfaction.
3. Owner has received all product and performance warranties as specified in the project documents.
4. All Owner Maintenance and Operation Manuals, Test documents, Drawings, Project Close-Out documents have been received by the Owner.
5. Project Administrator has issued a final "Notice of Completion".
6. 5% Retention has been received by the contractor.

01 – PROPOSAL FORM

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

Pursuant to Request For Proposal (RFP) and related documents, **the undersigned bidder**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, 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 **0794-23C.1 –Network Electronics** all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

BASE BID – Network Electronics

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

_____ Dollars (\$ _____)

(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown In Words Will Govern).

Bidder shall breakout the above Base Bid cost by Site for E-Rate Program funding allocation purposes:

ADDITIVE ALTERNATE# 1 – Additive Alternate #1 Title

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

_____ Dollars (\$ _____)

(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown in Words Will Govern).

Bidder shall breakout the above Base Bid cost by Site for E-Rate Program funding allocation purposes:

Contingency Fee – If applicable per form 3A

The Bidder agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Bid for the sum of:

_____ Dollars (\$ _____)

(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown in Words Will Govern).

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the sum total of the Base Bid, Basic Maintenance, and all Additive Alternates.

The bidder agrees that upon receipt of Owner's "Notice to Proceed", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

NAME OF BIDDER: _____
FULL NAME OF ALL PARTNERS OR LEGAL NAME OF CORPORATION _____
(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: _____

BUSINESS ADDRESS: _____
(TYPE OR PRINT)

TELEPHONE: _____ EMAIL: _____

BY: _____
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided, and representations made in this bid are true and current and that this declaration was executed on _____ (date) at _____, California."

PRESIDENT OF CORPORATION: _____
(SIGNATURE IN INK) DATE _____

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION: _____
(SIGNATURE IN INK) DATE _____

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE CONTRACTOR'S LICENSE NO.: _____ FEDERAL I.D. NO: _____
LICENSE EXPIRATION DATE: _____
TYPE OF LICENSE: _____

PUBLIC WORKS CONTRACTOR'S REGISTRATION No: _____

LICENSE IN THE NAME OF: _____
(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)

02 – CONTINGENCY FEE AS A STANDARD PRACTICE

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping and handling.

Bidder agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves, or changes the contingency will be given back to the E-Rate program.

Please fill in one of the following:

YES _____ (company name) **does include** contingency as a standard business practice as defined above.
If YES please provide the "Contingency Fee" amount in percentage.

Equal to _____ % (not to exceed 10%) of the Base Bid amount. The E-Rate Contingency Amount shall be:

\$ _____ Dollars (\$ _____).

-OR-

NO _____ (company name) **does not include** contingency as a standard business practice as defined above.

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

Firm Name _____

By _____

Signed _____

Printed Name _____

Title _____

03 – ELECTRONIC ITEM 21 ATTACHMENT SHEET

Bidder shall provide itemized pricing for all equipment to be included in this Bid Response.

Due to filing requirements, an electronic copy will be required at the time of bid.

Acceptable formats: thumb drive, and digital copy. Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

Bidder shall include a Description, Part Number, Quantity and Price for each relevant item included in their bid. Bidder shall provide the Labor cost as a line item.

Provided by the “Service Provider”

04 – SUBSTITUTION LISTING

PROJECT: 0794-23C.1 NETWORK ELECTRONICS

TO: El Camino Real Charter High School (“OWNER”)

1. Pursuant to bidding and contract requirements for the work titled:
Project: 0794-23C.1 NETWORK ELECTRONICS

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the bid date, for the Owner’s consideration. All substitutions must be listed on this form and submitted with the bid or they will not be reviewed.

2. Complete, attaching additional sheets as necessary:

Bidder proposes [check one]: _____ no substitutions.
 _____ the following substitutions:

Specified Product or Material	Proposed Substitution

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.
4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Bidder will supply all documentation to support this claim as attachments to the Substitution Listing with their bid. Failure to provide adequate documentation may result in the disqualification of the bid response.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER: _____

BY: _____

05 – DESIGNATION OF SUBCONTRACTORS

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) 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 bidder (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 bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (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 bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor 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 bidder's (prime contractor's) total bid as to which the 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 bidder's (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, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No.

TYPE OF TRADE, LABOR, OR SERVICE	NAME & LICENSE NO. OF SUBCONTRACT, LICENSE EXPIRATION DATE:	LOCATION & PLACE OF BUSINESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TYPE OF TRADE,
LABOR, OR SERVICE**

**NAME & LICENSE NO. OF SUBCONTRACT,
LICENSE EXPIRATION DATE:**

LOCATION & PLACE OF BUSINESS

Dated: _____ **Name Of Bidder:** _____
(Type or Print Name)

(Signature Of Bidder) **Address:** _____

0794-23C.1
(Project No.) **Telephone:** _____

(Category)

06 – NONCOLLUSION AFFIDAVIT

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

(Public Contract Code Section 7106)

State of California)
) s
) s
County Of _____)
_____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing 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.

(SIGNATURE OF BIDDER)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day _____, 20 ____.

(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

(TYPED NAME OF NOTARY)

09 – BIDDER'S QUALIFICATION FORM

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

The prospective Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement fully and completely may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

1. **Firm name and address:** _____

2. **Telephone:** _____

3. **Type of firm:** (check one) Individual ____ Partnership ____ Corp. ____

4. **Names and titles of all principals of the firm:**

_____ _____
_____ _____
_____ _____

5. **Number of years as contractor.** Include only years in this type of construction and only the years with the current entity in its current form: _____ Years

6. **Years of experience your firm has in public school construction work:**

As prime contractor: _____ As subcontractor: _____

7. **In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety?** Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details.

8. **In the last five years have you or any of your principals been assessed liquidated damages for any project?** Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain:

9. In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project and/or an E-Rate project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages, as necessary.

10. **In the last five years have you or any of your principals ever failed to complete a project?** Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages, as necessary.

11. Experience

- a. Provide the total number of the specified Systems that you have installed (not using subcontractors) in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)

- b. 11b. Provide the number of the specified Systems that you have installed (not using subcontractors) in the Education K-12 Market in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)

12. Service

- a. Provide the Address of the Service Facility that will be responsible for service calls for this project:

Address _____
City _____
State _____
Zip _____

- b. Provide the number of Manufacture Certified Technicians that who are employed by you, which are responsible for service call-ins. (The winning Contractor will be responsible to provide copies of the Manufacture Certificates to confirm this number if asked)

- c. 12c. Provide the hourly charge that you will charge the Owner for Non-Warranty service calls. Price will include **all** fees including but not limited to travel charges and hourly minimum charges.

13. **Additional Features**

- a. Provide any additional information that you deem as pertinent to this project that will reflect an ROI (Return On Investment) for the specified system that you are proposing to install.

- b. Provide any additional information that you deem as pertinent to this project that demonstrates additional functions and features of the specified system that you are proposing to install.

- 14. **List of References:** Provide information on the three largest E-Rate projects your company has completed in the last five years that comes closest to matching the scope of this RFP. If Contractor has not completed an E-Rate project, provide the largest three "Educational Market" projects your company has completed in the last five years. Contractor may include additional documentation.

Project #1

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Contract amount: _____

Architect/Engineer:

Firm Name: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Project #2

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

 Name: _____

 Title: _____

 Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Contract amount: _____

Architect/Engineer:

Firm Name: _____

Contact Person: _____

 Name: _____

 Title: _____

 Phone #: _____

Project #3

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Contract amount: _____

Architect/Engineer:

Firm Name: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

10 – MANUFACTURE’S CERTIFCATION FORM

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

Please provide the following information concerning any Manufacture’s Certifications that apply to the material and scope as defined in the Project Specifications and Bid Drawings for the Network Electronics FY2023 E-Rate Project for the El Camino Real Charter High School.

Certification #1

Name of Manufacturer _____

Certification Expiration Date _____

Certification #2

Name of Manufacturer _____

Certification Expiration Date _____

Certification #3

Name of Manufacturer _____

Certification Expiration Date _____

Certification #4

Name of Manufacturer _____

Certification Expiration Date _____

Certification #5

Name of Manufacturer _____

Certification Expiration Date _____

Please attach a copy(ies) of your company’s Manufacturer’ s Certification(s).

11 – CONTRACTOR LICENSE CERTIFICATION FORM

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

Please provide the following information concerning the Contractor License being used for the Network Electronics FY2023 E-Rate Project for the El Camino Real Charter High School.

California State
Contractor's License No. _____

Type of License _____

License Expiration Date _____

Public Works Contractor's
Registration No. _____

Attach a copy of the Contractor License for the entity listed above.

13 – BID BOND
IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ (referred to as Owner) in the sum of **Ten percent (10%)** of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for:

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 **30** days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way 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 Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this ____ day of _____, 20____, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: _____ PRINCIPAL
By _____
Title _____

DATED: _____ SURETY
By _____
Title _____

Note: Signatures of those executing for the Surety must be properly acknowledged.
All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the trustees. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.

15 – CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the El Camino Real Charter High School, hereinafter called "District", and _____, hereinafter called "Contractor,". District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

WHEREAS, The District published a Request for Proposal and seeks to procure the work covered in the Agreement in accordance with Public Contract Code 20118.2;

WHEREAS, The Contractor understands that the Agreement is contingent on the District's receipt of federal and/or state funds for the work covered in this Agreement. If the District does not receive adequate federal and/or state funds, this Agreement shall be null and void at the District's request. In the event that the Agreement is rendered void, the District will not be liable for any costs incurred by the Contractor prior to the issuance of a Notice to Proceed; and

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Contract Documents. The complete contract includes all of the "Project Documents" provided in the Request for Proposal, including all modifications, addenda and amendments thereto. The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.
2. Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal 0794-23C.1 Network Electronics**.

It is understood and agreed that the work shall be performed and completed as required in strict accordance to the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

1. Total Contract Price – As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Bid

_____ Dollars (\$ _____).

Total sum of Alternate #1

_____ Dollars (\$ _____).

Contingency amount (if applicable)

_____ Dollars (\$ _____).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Bid + Contingency and Additive Alternates #1 _____

_____ Dollars (\$ _____).

1. Contingency Fee Contractor agrees that the Contingency Fee shall be used for adds, moves, and changes requested and authorized by the District in writing. If applicable, the Contract Price will be reduced by the amount of the unused Contingency Fee at the completion of the Project. Per the requirement of the E-Rate program, the District will file a Form 500 to reduce the amount of the E-Rate eligible committed funding accordingly.

2. Work to Commence It is hereby understood and agreed that the work under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after April 1 of the previous funding year per the requirements of the E-Rate Program.
3. Time for Completion Project must be completed within ninety (90) consecutive calendar days from the date specified in the District's Notice to Proceed. Agreement may be extended if mutually agreed on by both parties in writing.

Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

4. Liquidated Damages Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, In accordance with Government Code section 53069.85, Contractor agrees that it shall pay to the District the sum of **Five Hundred Dollars and No Cents (\$500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty. In the event any portions of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

5. Coordination of Work The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. Loss Or Damage The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. Classification of Contractor's License Contractor hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
8. Payment of Prevailing Wages The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors under the Contractor shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
9. Labor Compliance If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.

10. Payment On or before the twentieth (20th) day of each month, Contractor shall submit to the District an itemized application for payment for Work completed during the prior month. The application shall include all information required by the District and shall be in a format approved by the District.

Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. No progress payments will be made for Work not completed in accordance with this Agreement or for any amounts withheld by the District due to punch list items, disputed work or stop notices, upon final completion.

District shall make said payment of any balance due to the Contractor promptly upon filing the Notification of Completion for the Project, receipt of a release of lien and claims from the Contractor pursuant to Civil Code section 3262, and its acceptance of the Work. In the event that the District is required to withhold amounts from payment due to punch list items, disputed work or stop notices, Contractor shall execute a Conditional Waiver and Release upon Final Payment on the form prescribed in Civil Code section 3262 and shall execute an Unconditional Waiver and Release upon Final Payment on the form prescribed in Civil Code Section 3262, upon the District's payment of any amounts originally withheld from payment. Pursuant to California law, should a dispute arise between the Contractor and District, including amounts withheld for punch list items, District may withhold from the payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount and/or the amount of the punch list work.

The Contractor to comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this contract. Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for their percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of the Form 474 will be sent to the Project Administrator, for approval, prior to be sent to USAC.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

11. Public Safety During the performance of the Project, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents and shall be liable to the District for all damages and costs resulting from the Contractor's acts or omissions in the performance of the Project or from any improper materials used in its construction.
12. Insurance Contractor shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001) and with insurance companies acceptable to the District.

At all times during the performance of the Project under this Agreement, Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) and with insurance companies acceptable to the District.

At all times during the performance of the Project under this Agreement and until the date of Project completion and acceptance by the District, Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

13. The following insurance limits are required for the Agreement:

Combined Single Limit	
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

14. Fingerprinting Requirements Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors must provide for the completion of the certification form provided in the Request for Proposal and incorporated herein by reference prior to commencing work on the Project. In no event shall any employees of Contractor or its subcontractors come into contact with the District's pupils before the certification is completed.
15. Bonds The Contractor shall be required to furnish a Payment and a Performance Bond, in an amount not less than one hundred percent (100%) of the Contract Price within ten (10) days of the District's issuance of the Notice to Proceed and prior to the performance of any work or the ordering of any Equipment for the Project. The bonds shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond forms include in the request for Proposal. The bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to Code of Civil Procedure section 995.120. Failure to submit acceptable bonds will be cause of termination of the Agreement.
16. Additional Work To the extent that additional work is required for the proper completion of the Work due to unforeseen circumstances and/or site conditions and is, therefore, not set forth in Contract Documents, the Parties may execute a change order to this Agreement setting forth the scope of such additional work, the time for completion for such additional work and the amount of additional compensation.
17. Assignment of Contract Neither Party shall not assign, transfer, convey, or otherwise dispose of this Agreement or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from the other Party's authorized representative.
18. Suspension/Termination of Contract If Contractor fails to commence work as provided in the Agreement, or fails to make delivery of materials promptly as ordered and such delivery is so late as to amount to gross negligence or willful misconduct, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Agreement in their true intent and meaning, written notice will be served on Contractor to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with this Agreement. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Agreement or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the District Board perform any part of the Project or purchase any or all of the material included in the Agreement or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the Project covered by the Agreement or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Project.

District has the right to terminate or abandon any portion or all of the Project under this agreement by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Project completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Project completed prior to termination. If said termination occurs prior to the issuance of the Notice to Proceed, the District shall not be liable to the Contractor for any costs or amounts whatsoever under this Agreement. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Project.

Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Contractor.

19. Permits and Licenses Contractor shall maintain any required licenses or professional certifications required to perform the Scope of Work specified herein throughout the duration of the performance of the Project. Contractor and its subcontractors, if any, shall comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the Project and posting all deposits or bonds required by law.

20. Assignment of Anti-Trust Claims Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Agreement. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the parties. Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.
21. Notice of Third-Party Claims Pursuant to Public Contract Code section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Agreement. The District is entitled to recover its reasonable costs incurred in providing such notification.
22. Substitution of Security If the Contract Price will be paid over a series of progress payments, from which the District is required to withhold a percentage of the progress payment pursuant to California law, pursuant to Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District for progress payments to ensure the performance under the Agreement.
23. Procedure for Resolving Disputes The parties to this Agreement are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount: If following the meet and confer conference the claim or any portion remains in dispute, the claimant must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
24. Indemnification To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Contractor shall only be liable to the extent of its negligence or willful misconduct. Contractor will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless there from. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of this Agreement until disposition has been made of such actions or claims for damages as specified herein above.
25. Interpretation In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
26. Governing Law This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Kern County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the action shall be awarded costs and attorney's fees.
27. Guarantee of Project Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year after the date of final acceptance (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later), Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand. Nothing in this section shall limit the District's legal remedies for defective work, including but not limited to remedies pursuant to California Code of Civil Procedure section 337.15.

- 28. Equipment Warranty Contractor shall maintain a guarantee that all items delivered under this Agreement are protected against imperfections of materials and/or workmanship during the period of the Agreement. Within thirty (30) days of completion of the Project, the Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

Should the contract warrant an additional term above the already established term.

- 1. Integrated Agreement This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile or E-mail signatures, when received, shall have the same force and effect as original signatures.
- 2. Contract Expiration This agreement expires on the date listed below. The contract may be extended upon agreement by both parties. Contract Expiration Date: **September 30, 2024**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

“DISTRICT”

El Camino Real Charter High School

By: _____
 Name: _____
 Title: _____
 Date: _____

“CONTRACTOR”

By: _____
 Name: _____
 Title: _____
 Date: _____

15 – PAYMENT BOND

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the El Camino Real Charter High School ("hereinafter referred to as Owner"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as follows:

0794-23C.1 Network Electronics

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto the El Camino Real Charter High School (Owner) in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America for the payment of which sum 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 if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the OWNER and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or representative in California)

(if different from above)

(Telephone and Fax number of Surety, or agent or representative in California)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL (Seal)

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF SURETY:

Mailing Address of Surety

Telephone and Fax No. of Surety

0794-23C.1
Project Number: _____

16 – FAITHFUL PERFORMANCE BOND

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the El Camino Real Charter High School (hereinafter referred to as "OWNER"), awarded to _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as follows:

0794-23C.1 Network Electronics

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Owner in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify, defend and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees and expert fees, incurred by Owner in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Owner to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Owner to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by

the Owner to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Owner, when declaring the Contractor in default, notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

CONTRACTOR/PRINCIPAL (SEAL)

BY:

SIGNATURE

PRINT NAME AND TITLE

SURETY

BY:

SIGNATURE

PRINT NAME AND TITLE

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF SURETY:

MAILING ADDRESS OF SURETY

TELEPHONE AND FAX NO. OF SURETY

0794-23C.1

PROJECT NUMBER #

17 – FINGERPRINTING CERTIFICATION FORM

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

I, _____, am an
[type or print name]

- ___ Owner of the company named below
- ___ Partner of the partnership named below
- [check one]* ___ President or CEO of the corporation named below
- ___ Principal of the joint venture named below
- ___ Other *[specify]*

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

___ *[For compliance with Education Code Section 45125.2(a)(1)]*
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.

___ *[For compliance with Education Code Section 45125.2(a)(2)]*
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify Owner and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.

[check one or more] ___ *[For compliance with Education Code Section 45125.2(a)(3)]*
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.

___ *[For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]*

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

___ *[For compliance where there is limited contact or less with pupils]*
That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

[name of contracting entity]

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

DATE

SIGNATURE

18 – PREVAILING WAGE COMPLIANCE CERTIFICATION

PROJECT: 0794-23C.1 NETWORK ELECTRONICS
OWNER: EL CAMINO REAL CHARTER HIGH SCHOOL

I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements.

CONTRACTOR:

(COMPANY NAME)

(SIGNATURE)

(PRINT NAME & TITLE)

DATE: _____

PROJECT NUMBER: 0794-23C.1

WAGE CATEGORY: _____

SCOPE OF WORK

Respondent will be responsible for all work as described in the "Scope of Work", "Project Documents", "Specifications" and "Drawings". It is the responsibility of the Respondent to bid a complete and operable solution. If the bidder feels that the system described is not complete, the Bidder must address their specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the bidder due to the submission of an incomplete bid.

GENERAL REQUIREMENTS

The Respondent will be required to provide applicable State License for the scope of work described herein. The Respondent's quote shall include a warranty for all work to be performed for no less than 12 months from the date of completion.

Clean Up work will be performed daily and will be required in one area before moving to another area to perform work.

The installation schedule pertaining to this bid package must be adhered to by the Respondent or liquidated damage will be assessed by the Owner in the amount listed in the agreement. No extension of time will be granted unless written consent from the owner is given.

Buildings will be available to the Respondent during regular business hours for investigation and prep work. This work shall not disrupt classroom instruction nor interfere with the safety of students and staff.

Respondent's price will include cutover and testing of equipment after 4:00pm and before 7:30am of the next business day. Construction hours and site access may vary due to normal school hours, holidays, summer break. Respondent will work with the District to make use of non-instructional time that falls within normal school hours such as minimum days, school holidays, and/or professional development days.

Respondent will provide a price for the following alternates:

1. **Alt1 – Palo Alto firewall and Aruba access points (alternate models)**

PROJECT OBJECTIVE

The Respondent will be responsible for the installation which will include firewall, into existing rack locations. The Respondent is also responsible for the installation of Wireless Access Points, interior and exterior, through the district. Wireless access points are located in classrooms, gymnasiums, auditoriums, office spaces, corridors, lunchrooms, libraries and other school rooms including outdoors in public spaces, sports fields, and others. The Respondent will be responsible to connect all existing copper station ports to AP devices. All programming, configuration, testing, labeling and documentation will be provided in the contractor's bid price.

IMPLEMENTATION

Respondent will provide in their quote the cost to provide and install and program all equipment as described. The Respondent must meet the minimum manufacturer certifications.

FIREWALL

The Respondent is responsible to provide programming and installation for the firewall listed in the equipment list for this project. The Respondent is responsible for the following:

1. Programming and Support:
 - a. Management Authentication
 - b. Access, Banner, Password and SNMP Rules
 - c. Clock, Global Service, Logging, NTP Rules
 - d. Attack Guards
 - e. Border Device Filtering
 - f. Routing Rules
 - g. Neighbor Authentication

WIRELESS NETWORK EQUIPMENT

1. Respondent will provide the following:
 - a. Wireless Access Points
 - i. Shall be pre-programmed and tested off site, prior to on-site work beginning by the Respondent.
 - ii. Respondent will coordinate with the District IT staff for appropriate VLAN's, IP address schemes, naming conventions, and SSID's.
 - iii. Shall be connected to existing structured cabling locations. Respondent shall include all brackets and patch cables.
 - b. Licensing

- i. The Respondent shall provide all licensing as required and described in these documents.
- ii. The Respondent shall install all licensing as required by the manufacturer to provide a complete and operable system at the time of turn-over to the Owner.

EXCLUDED FROM RESPONDENT’S SCOPE OF WORK

The following Items are excluded from the Respondent’s Scope of Work for this Project and will be provided by others:

- 1. Structured Cabling and Fiber Optics – Inter/Intra Building
- 2. Rack and Cabinet equipment housings
- 3. Power and Cooling for equipment locations

El Camino Real Charter High School Equipment List

Manufacturer	Item Description	Part Number	Quantity	Installation? Y/N
Palo Alto	Firewall	PA-3430	2	Yes
Aruba	Access Point	AP-655	350	Yes
Aruba	Mount	R3j15A	350	Yes

Additive Alternate

Manufacturer	Item Description	Part Number	Quantity	Installation? Y/N
Palo Alto	Firewall	PA-1420	2	Yes
Aruba	Access Point	AP-635	350	Yes

END OF RFP