

GST Response for

El Camino Real Charter High School
Project 0794-23C.1 Network Electronics E-Rate

## El Camino Real Charter High School

5440 Valley Circle Blvd. Woodland Hills, CA 91367

## **Golden Star Technology**

Min Joo 12881 166<sup>th</sup> Street Cerritos, CA 90703 (562) 345-8744 mjteam@gstinc.com o gst

IT & AV Solutions for a Connected World Since 1985

GST

March 13<sup>th</sup>, 2023



March 13<sup>th</sup>, 2023

El Camino Real Charter High School 5440 Valley Circle Blvd. Woodland Hills, CA 91367

Subject: Switch Gear E-Rate Year 26 (FY 2023) RFP

To El Camino Real Charter High School:

Golden Star Technology ("GST"), incorporated in 1985, is one of the leading IT & AV solution providers in California. From its three decades of experience managing critical technology systems, GST recognizes the value of and cultivates active engagement and innovative collaboration to deliver cost-effective technical solutions and services.

With a local presence and headquarters in Cerritos, GST has the financial strength, comprehensive technical services, and industry leadership that allow us to provide optimal performance, reliability, and scalable solutions.

In 2000, we filed our first Service Provider Annual Certification (SPIN #143019999) and recently celebrated our 23<sup>th</sup> year anniversary as an E-Rate provider. This year also marks our 38<sup>th</sup> year anniversary as a company founded in 1985.

Our team has received and acknowledges Addendum #1, Addendum #2, and Addendum #3. We are excited to offer our services and expertise to the El Camino Real Charter High School!

Sincerely,

Min Joo

Senior Account Executive Golden Star Technology, Inc. 12881 166<sup>th</sup> Street Cerritos, CA 90703 *E-Rate SPIN #143019999 FCC Registration #0019284090* 



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## **EXECUTIVE SUMMARY**

#### GST EXECUTIVE SUMMARY

GST understands that El Camino Real Charter High School is seeking to modernize its network infrastructure via this Project 0794-23C.1 Network Electronics E-Rate RFP.

As part of a longstanding commitment to improving the local community and education, GST looks forward to supporting El Camino Real Charter High School via this upgrade.

## GST COMPANY BACKGROUND AND SUMMARY

Founded in 1985, GST has over 30 years of experience providing integrated services and solutions to commercial and public sector clients. Headquartered in Cerritos, California, GST has offices across the world including Las Vegas, NV; Chaska, MN; Miami, FL; Riverside, CA; Costa Mesa, CA; San Diego, CA; Boise, ID; Taipei, Taiwan; Hong Kong, China; and Bangalore, India.

- Privately Held Corporation Golden Star Technology, Inc. (DBA: GST)
- Year of Incorporation: 1985
- Headquarters Address: 12881 166<sup>th</sup> Street | Cerritos, CA 90703
- US Offices: 7; International Offices: 3
- Woman Owned | Minority Owned | Small Business Company
- Main Phone: 562-345-8700 | Fax: 562-345-8714
- Unique Entity Identifier (UEI): MC1GL7GNUC18
- DUNS: 151280260
- CAGE: 037S3
- NIGP: 204-00
- Primary NAICS Codes: 423430, 443120, 541513, 541519, 811212
- California Secretary of State Entity Number: C1346202
- DIR: 1000002498
- C-7 Low Voltage License: #928928
- ISO 9001:2015 Certified
- NIST 800-171 Compliant
- SPIN E-Rate Service Provider Identification Number: 143019999
- Federal Communications Commission (FCC) Registration Number (FRN): 0019284090



#### **GST SUMMARY OF EXPERIENCE**

For over three decades, GST has provided full end-to-end technical services and solutions for various public sector accounts throughout Southern California. Past and current clients include Los Angeles Community College District, San Diego Community College District, Cal State Long Beach, City of Los Angeles, County of Los Angeles, Torrance Unified School District, Long Beach Unified School District, Anaheim Union School District, County of Orange, County of Riverside, County of San Bernardino, and City of Cerritos.

GST's capabilities include but are not limited to these service areas below:

#### **Technical Services**

We offer a solutions-oriented approach to bring tangible benefits to our clients. We're experts at building IT & AV solutions to meet the growing needs for compute, data center, security, and services. Our portfolio of technical support services ensures satisfaction.

- Project Management
- Implementation & Integration
- System configuration
- Technical support services
- Maintenance response services
- Retirement and disposition
- Warranty support and services
- Break/fix

#### **Professional Services**

GST gives clients the value of providing the best possible blend of technology resources and product knowledge to meet performance and budget parameters. We solve business challenges with our consultative approach that yields insights into engineering and technologies.

- AV & IT design and consulting
- Technology optimization
- Infrastructure assessment
- Security services
- Professional training
- Turnkey services and solutions

#### **Managed Services**

Our managed services provide integrated oversight to control the often-difficult aspects of IT & AV management, such as user support, asset management, emergency technology replacement, and enterprise systems.

- National services capabilities
- Managed infrastructure



- Operations management
- Acquisition & integration
- Nationwide Outsourced IT & AV services
- Help Desk management solutions
- Proactive Care

#### GST DIFFERENTIATORS

GST distinguishes itself from competitors in several ways. GST is a privately held company with decentralized decision making. This allows our personnel to make quick field decisions. GST also stands out from its peers in other notable areas:

#### **GST Public Sector Experience**

Over 50% of GST's overall business comes from public sector clients such as local government, educational institutions, universities, and community colleges. GST has time tested stability and leadership as a full-service integrator supporting sales, design, delivery, configuration, installation, training, supplies, maintenance, support, and warranty repairs.

GST holds multiple public contract vehicles (i.e., CMAS, GSA, NASPO, etc.) and piggy-backable contracts (i.e., State of California Enterprise Technology) for our clients to utilize.

#### **Customer Prioritization**

GST's focus on customer service will provide you with a sense of real prioritization. Our account management, communication, and decision methodology help form a true partnership. GST's after-the-sale support is recognized by our clients for providing for optimum responsiveness. Our clients have access to the highest levels within our organization.

#### GST's ISO 9001:2015 Certification & Workmanship Commitment

GST will ensure quality of service and manage the relationship through our project management tools and quality management system (GST is ISO9001:2015 certified). Our multiple certifications with IT & AV vendors allow us to work closely with you to provide the latest in technology and product evaluation. We have multiple processes and programs in place to ensure consistent delivery of services. GST assigns an account manager and develops a detailed task list to manage all services, coordinating GST personnel and providers. Regular project team meetings are held to identify, review and report on all tasks including status reports and challenges. These process review meetings keep all parties informed of activities and ensure the established framework is successful. This formal quality guideline allows us to interface between all our departments and partner relationships to ensure strategic quality control methods.



#### **GST Customer First Pledge**

Our customer service philosophy is to deliver exceptional service and to ensure that each of our customers feel as if they are our only customer. Every team member at GST is customer focused and are reinforced annually through our companywide customer service training, Sandler Training, a third-party customer, and leadership service training company providing seminars and training on "How to Deliver Exceptional Customer Service".

GST has a successful program to facilitate your installation and deployment support. Our model allows us take on large scale deployment projects and fulfilling documented service levels. This allows you to concentrate on other big picture issues and have GST take care of the day-to-day installation, configuration, and implementation of technology solutions.

#### GST SOLUTIONS CENTER & TRAINING FACILITY

GST has a two-million-dollar state-of-the-art Solutions Center and Training Facility. This facility offers engineer training, proof of concept capabilities, solution demonstrations in a live IT & AV production environment, and visibility to new technology. The unparalleled selection of sales and technical resources, assembled in one place, helps our clients make confident and informed investments in technology.

#### HELP DESK & TECHNICAL SUPPORT

GST **Toll-Free Hardware/Software** Hot-Line/Help Desk assistance number is (562) 345-8728 or (877) 778-8930 to support a minimum of eight (8) concurrent calls or email hqservice@gstes.com. In addition, clients can create and monitor all tickets through GST's Service Portal at www.gstes.com/service.

### **GST PROJECT CASE STUDIES**

For samples of GST's past AV and IT projects, please visit: <a href="https://gstinc.com/case-studies/">https://gstinc.com/case-studies/</a>



## **GST CLIENTS**

#### **Local Government**

City of Los Angeles County of Los Angeles County of Orange

County of Riverside

County of San Bernardino Los Angeles Public Library

Los Angeles Police Department

Los Angeles Fire Department

**Orange County Superior Courts** 

State Bar of California

City of Cerritos

City of Lake Forest

City of Bellflower

City of Placentia

City of Pasadena

City of San Dimas

City of Santa Ana

South Coast Air Quality Management

Rancho Water District

Metropolitan Water District

#### **Commercial Enterprise**

**Intel Corporation Danaher Corporation** Activision Blizzard

Academy of Motion Picture Arts and Sciences

**Angels Baseball KT** America MGM Resorts Clark Construction Wynn Resorts Morongo Casino Samsung America Qualcomm

#### **Federal**

Raytheon Corporation **General Dynamics** Northrop Grumman **United States Navy** Department of Defense Department of Air Force

#### **Higher Education**

Cerritos College

Coast Community College District

North Orange County Community College District

Rio Hondo College

University of California Los Angeles (UCLA)

Riverside Community College District

San Diego Community College District

Pasadena Community College District

Rancho Santiago Community College District

Cal State Long Beach

Compton Community College District

El Camino College

University of Southern California (USC)

Antelope Valley College Santa Monica College

Mt. San Antonio College

Soka University Chapman University Loma Linda University Charles R. Drew University

#### **K-12 School Districts**

Lynwood Unified School District Magnolia Unified School District Santa Margarita Catholic High School

Mountain View School District

San Bernardino City Unified School District Laguna Beach Unified School District

**Fullerton School District** 

**Bellflower Unified School District** 

Chaffey Joint Union High School District

#### Healthcare

**Beckman Coulter** 

Hoag Memorial Hospital Kaiser Permanente **American Red Cross** 

**Hollywood Medical Center** Orange County Health Care

Arrowhead Regional Medical Center

Inland Empire Health Plan

Riverside University Health System



## K-12 AND E-RATE EXPERIENCE

#### GST K-12 SUPPLIER AND E-RATE BACKGROUND

#### **GST Background:**

- Founded in 1985 and in business for 38 years
- 3 Southern California office locations with headquarters in Cerritos
- 20+ sales personnel covering the Public Sector

#### **GST Higher-Education Background:**

- Strong knowledge of bond programs, K-12 education budgets, and E-Rate
- Classroom technology and applications
- Understanding of technology specifically for school administrators, faculty, and students

#### **GST E-Rate Experience:**

- Our SPIN #143019999 shows that we have been working with E-Rate for over two decades, during which we've successfully served many K-12 school districts.
- We are dedicated to E-rate's promise of making digital classrooms a reality and bringing mobile learning to all students via high-speed broadband and robust networks.
- GST staff will draw upon their expertise to ensure we provide a robust networking solution for student learning.

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143019999	Golden Star Technology Inc.		Dennis Wang	12881 166th Street	562345-8700	Υ	2000,
				Cerritos CA 90703			2001,
							2002,
							2003,
							2010,
							2011,
							2012,
							2013,
							2014,
							2015,
							2016,
							2017,
							2018,
							2019,
							2020,
							2021,
							2022



## FCC GREEN LIGHT STATUS (FCCRN #0019284090)



FRN 0019284090: GREEN LIGHT



# GST SPIN E-RATE SERVICE PROVIDER IDENTIFICATION NUMBER: 143019999



E-rate USAC Home | E-rate | Search Tools | Spin Search

#### SPIN AND BEAR CONTACT SEARCH

In this section, you can search for the correct person to contact at your service provider.

Note to Applicants: It is important to confirm this SPIN information with your service provider. SLD is providing this search function to help you find the right person at your service provider.

Guidance on determining if a company is eligible to provide telecommunications services is available here.

#### Please enter one of the following search criteria:

SPIN 143019999	Service Provider Name		Search using Partial Name ending with % for a wildcard. (please enter at least 3 characters before the % sign)
	SPIN	143019999	

Reset Search

Show 10	how 10 V entries Search:							
SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed	
143019999	Golden Star Technology Inc.		Dennis Wang	12881 166th Street Cerritos CA 90703	562345-8700	Y	2000, 2001, 2002, 2003, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020	



## **CONTRACTOR LICENSE #928928**



## CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 928928

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

#### **Business Information**

GOLDEN STAR TECHNOLOGY INC 12881 166TH STREET CERRITOS, CA 90703 Business Phone Number: (562) 345-8700

Entity Corporation
Issue Date 02/18/2009
Expire Date 02/28/2025

#### License Status

This license is current and active.



## ISO 9001:2015 CERTIFICATE



185 Brock St.North Suite 207 Whitby, Ontario L1N 4H3 www. cmaquality.com 1-800-843-3909 1-647-476-4433

CMA Quality International has been assessed and registered

## GOLDEN STAR TECHNOLOGY INC.

12881 166TH STREET, CERRITOS, CA 90703, USA to the requirements of:

ISO 9001:2015

for the Quality Management System Scope of:

RESELLER AND SYSTEMS INTEGRATOR OF INFORMATION
TECHNOLOGY AND AUDIO-VISUAL SOLUTIONS, AND PROVIDES
SUPPORTING SERVICES INCLUDING IMPLEMENTATION,
INTEGRATION AND TECHNICAL SUPPORT

The certification Structure is: Single Site

Certificate Number 1050

Date of Cycle Certification: November 02.2021
Expiration: November 01.2024
Initial Registration: November 02.2018

NACE/IAF Scope: 19 Revision of Certificate: A

Re-Issue Date Oct.28.2021



Tudor Pietraru, PEng, - President





This certificate remains the property of CMA Quality International, to whom it must be returned upon request. This certificate is subject to the organization maintaining their system in accordance with CMA certifications processes. CMA Quality International assumes no liability to any party other than the client in respect to the signed certification agreement.



### Company Awards & Recognition



Inc. Magazine - Annual List of Best Workplaces



Los Angeles Business Journal - Best Places to Work



Los Angeles Business Journal – 100 Fastest Growing Private Companies 2020 Awards



Los Angeles Business Journal – Disruptor Awards: Social Responsibility Award



Los Angeles Business Journal – Family Owned Business



Los Angeles Business Journal – Largest Private Owned Business

### **Customer Awards & Recognition**



Intel Cares Partner of the Year



Intel Marketing Partner of the Year



Raytheon - Minority Supplier of the



Isagenix IT Supplier of the Year



NASA Manned Flight Awareness Honoree



National Supplier Quality Award

## **Industry Awards & Recognition**



2021 HPE Global Solution Provider of the Year



HPE Federal Excellence in Partnership Award



Systems Contractor News (SCN) 2020 Top 50



CRN Fast Growth 150



CRN Managed Service Provider



CRN Solution Provider 500



CRN Tech Elite 250



CRN Triple Crown Award



## SCOPE OF WORK

### PROJECT OVERVIEW

#### **Project Description**

Golden Star Technology will be responsible for installation and configuration for the new firewall. Equipment will be installed into existing rack location. Installation and configuration of Wireless Access Points will be included. AP locations are interior and exterior, throughout the district. GST will connect all AP devices to existing location. All programming, configuration, testing, labeling and documentation will be provided by GST.

#### Location

5440 Valley Circle Blvd. Woodland Hills CA 91367

#### **Scope of Work**

#### **FIREWALL**

GST will program and install the firewall listed in the equipment list for this project.

- Programming and Support:
  - Management Authentication
  - Access, Banner, Password and SNMP Rules
  - o Clock, Global Service, Logging, NTP Rules
  - Attack Guards
  - Border Device Filtering
  - Routing Rules
  - Neighbor Authentication

#### **WIRELESS NETWORK EQUIPMENT**

- Wireless Access Points
  - Will be pre-programmed and tested off site, prior to on-site work.
  - GST will coordinate with the District IT staff for appropriate VLAN's, IP address schemes, naming conventions, and SSID's.
  - GST will be connecting to existing structured cabling locations.
  - All licensing will be included and installed for this project.

#### **Out of Scope**

- Structured Cabling and Fiber Optics Inter/Intra Building
- Rack and Cabinet equipment housings



• Power and Cooling for equipment locations

#### PROJECT PROPOSED SCHEDULE

Each client service project follows the GST Project Workflow, a step-by-step process that incorporates industry best practices, Project Management Professional principles, and GST past experiences. For every step of the process, the appropriate GST certified and trained professional is included. The project is assigned a field account manager, project manager, and lead tech. This project team ensures requisite pre-sales and post-sales personnel are involved.

Each client service project begins with a "Project Kickoff" with the client's and GST's key stakeholders. The meeting sets proper project expectations, establishes milestones, defines personnel roles, reviews specific requirements, and outlines an agreed upon project schedule.

#### PROJECT APPROACH & TEAM ORGANIZATION

Workflow Task	GST Ownership
Design & Solutions Architect	Engineer, Senior Engineer, Design Engineer, Pre-Sales Engineer, Solutions Architect
Solutions Engineering & Validation	Engineer, Senior Engineer
Configuration & Integration	Lead Technician, Installation Team, Engineer, Installer, Project Manager
Programming	Programming Engineer, Senior Programmer Engineer, Project Manager
Quality Assurance	Programming Engineer, Lead Technician, Project Manager
Project Management Services	Project Manager
Post Project Support & Warranty Services	Engineer, Senior Engineer, Programming Engineer, GST Help Desk personnel

#### PROJECT CLOSEOUT SUBMITTALS

Prior to completion, the GST Project Manager shall notify the Client as the project approaches substantial completion. An inspection will be performed to determine the completeness of the work and a punch list will be provided to GST. GST will receive a final sign-off by the Client to ensure that all systems and workmanship meet the scope-of-work's requirements.



As part of GST's project submittals, GST will provide shop drawings, manufacturer documents, product information, serial numbers, warranty information, and equipment manuals.

#### GST QUALITY MANAGEMENT SYSTEM

GST has a Quality Management System (QMS) that is <u>ISO 9001:2015</u> certified. Our products and services result in customer satisfaction and loyalty due to our quality, competitive prices, ontime delivery and exceptional service. Based on a foundation of experience, continuous innovation and a team of professionals, our goals are to lead these industries in all aspects of IT and AV solutions.

GST has developed and implemented a QMS to demonstrate its ability to provide consistent product and services that meet customer and applicable regulatory requirements. In addition, GST will address customer satisfaction through the effective application of the system, including continual improvement and the prevention of any nonconformity. The quality system complies with the International Standard ISO 9001, current revision.

#### PROJECT MILESTONES

Below are anticipated project milestones. Milestones may vary based upon each project, its requirements, or other conditions. The Project Kickoff between the client and GST will confirm and finalize the Project Timeline and Milestones.

Project Milestones (if required)	Performance Date (to be determined)
Project Kickoff	Upon Contract Acceptance; led by a GST assigned PM
Weekly Status Reports	Every Week until Project is Complete
Validation and Revision of Proposed Project Design	2 – 3 weeks
Hardware and materials procurement	5 – 6 weeks
Configuration and Implementation of Project	3 – 4 weeks
Integration and Programming	1 – 2 weeks
Quality Assurance	Upon Fulfillment of Integration and Programming
System and New User Training	Upon Client's Verification of Quality Assurance



## **COMPANY PERSONNEL**

#### RESUMES OF KEY STAFF

GST has over 100 full-time professional staff members, with over 50 engineers and technicians servicing our customer base in Southern California.

Below are resumes of key staff who have the requisite skills to perform the services offered.

#### **Dino Mendoza**

#### **Data Center Manager**

- Design and architect Microsoft Exchange, network systems, and wireless infrastructure
- Install, setup, and configure network/wireless hardware & software infrastructure
- Manage team of engineers to create solutions for Microsoft Exchange, networking, firewalls, Aruba Clearpass, storage, and Microsoft applications

#### **Certifications:**

- ACMP (Aruba Certified Mobility Professional)
- ACCP (Aruba Certified Clearpass Professional)
- BCNE (Brocade Certified Network Engineer)
- BCNP (Brocade Certified Network Professional)
- JNCDA (Juniper Networks Certified Design Associate)
- JNCIA-JUNOS (Juniper Networks Certified Internet Associate)
- JNCIS-SEC (Juniper Networks Certified Internet Specialist Security)
- JNCIS-ENT (Juniper Networks Certified Internet Specialist Enterprise)

Dino has over 10 years of experience in this field and has worked on projects such as Los Angeles Community College District, California Child Resource Center, and City of Monterey Park that had similar requirements.

#### **Camille Khoury**

#### **Senior Solutions Architect**

- Designs and architects multi-vendor data center solutions
- Offers advanced technical and IT consultative services

#### **Certifications:**

- CompTia Network+
- HPE Storage MASE
- VMware VCP6 Data Center Virtualization



- VMware VCP6 NSX Network Virtualization
- VMware VCP7 Horizon View Desktop and Mobility
- Veeam VMTSP

Camille over 15 years of experience in this field and has worked on projects such as Los Angeles Community College District, County of Riverside, and Loma Linda Medical that had similar requirements.

#### Neil Nelmida

#### **Senior Solutions Architect**

- Technical pre-sales for compute, storage, virtualization, hybrid cloud, containers, and high-availability solutions
- Highly specialized in HPE compute and storage solutions for on-site and hybrid cloud solutions
- Serve as escalation point for technical issues and solutions

#### **Certifications:**

- HPE Master ASE Hybrid IT Solutions Architect V1
- HPE Master ASE Advanced Server Solutions Architect V3
- HPE Master ASE Storage Solutions Architect V3
- ACSP (Aruba Certified Switching Professional)
- ACMP (Aruba Certified Mobility Professional)

Neil has over 15 years of experience in this field and has worked in-depth on Raytheon projects that had similar requirements.

#### **Jimmy Chen**

#### **Senior Network Engineer**

- Design and architect data center systems and infrastructure
- Install, setup, and configure technology infrastructure for IT projects
- · Design and configure networking and wireless environment

#### **Certifications:**

- Utelogy Certified Technician
- Cisco Certified Network Professional (CCNP)
- VMware Certified Professional (VCP)
- Microsoft Certified IT Professional (MCITP)
- HP Master Accredited System Engineer (MASE)
- Aruba Network Engineer
- Apple Certified Support Professional (ACSP)



- Certified Novell Engineer (CNE)
- Brocade Certified Network Professional (BCNP)
- Bachelor of Science in Game Software Development

Jimmy has over 10 years of experience in this field and has worked on projects such as City of Los Angeles, County of Riverside, Cerritos College, Los Angeles Community College District, and City of Cerritos that had similar requirements.

#### **Edward Mukasa**

#### **Network Engineer**

- Provides advanced design, implementation, and configuration
- Install, setup and configure network and wireless hardware

#### **Certifications:**

- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional (CCNP)
- Aruba Certified Mobility Professional (ACMP)
- Aruba Certified Clearpass Professional (ACCP)

#### **Past Projects:**

- Clearpass design and Implementation
- Proofpoint DLP implementation
- Cisco switch implementation and design
- Aruba Controller upgrade to 8.x
- Mobility Controller deployment and implementation

#### **Guillermo Sagastume**

#### **Systems Engineer**

- Provides advanced troubleshooting, implementation, configuration and management of hardware and software
- Active Directory implementation

#### **Certifications:**

- Cisco Certified Network Associate (CCNA)
- Microsoft Certified Professional (MCP)
- Microsoft Certified Solutions Associate (MCSA)
- VMware Certified Associate-Data Center Virtualization on vSphere (VCA-DCV)
- HPE Accredited Solutions Expert (ASE)
- HPE OneView Product Certified (PC-OneView20)



- Veeam Certified Engineer (VMCE 2020)
- AWS Certified Cloud Practitioner (AWS-CCP)
- Juniper Networks Certified Associate (JNCIA-Junos)
- Fortinet Network Security Associate (NSE-1)
- Mist-Location Certification

#### **Past Projects:**

- Vmware re-design
- Vmware to HyperV implementation
- Active Directory implementation and design
- Veeam Backups and Disaster Recovery
- Virtual Desktop Infrastructure (VDI) Implementation
- Server Virtualization Design and Implementation



## RFP REQUIRED FORMS

On the following pages are the completed RFP required forms for El Camino Real Charter High School's Project 0794-23C.1 Network Electronics E-Rate RFP.

#### 01 - PROPOSAL FORM

0794-23C.1 NETWORK ELECTRONICS

PROJECT:

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 <u>0794-23C.1 – Network Electronics</u> all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s 1 , 2 , 3 , . . . . . . . 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: Five Hundred Seventy-Seven Thousand Four Hundred Ninety-Four Dollars and Nine Cents Dollars (\$ 577,494.09 (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: Four Hundred Forty-One Thousand Eighty-Five Dollars and Ninety-Four Cents Dollars (\$ 441,085.94 (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: Fifty-Seven Thousand Seven Hundred Forty-Nine Dollars and Forty Cents Dollars (\$ 57,749.40

**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.

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

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	Golden Star Technology,	Inc.	
_	(TYPE OR PRINT)		
AUTHORIZED CONTACT / BID REPRESENTATIVE:	PREPARER / SALES Min Jo	o / Sr. Account Executiv	re
BUSINESS ADDRESS:	12881 166th St., Cerritos (Type or Print)	, CA 90703	<u> </u>
TELEPHONE: 562-345-8	3744	EMAIL: MJoo@gstind	c.com
BY: (SIGNATURE IN INK)		Sr. Account Executive (Type Or Print Name Of Title	/E And Signature)
'I declare, under penalty of perjideclaration was executed on	ury, that the information provided, 2/22/2023		is bid are true and current and that this California."
PRESIDENT OF	Diee Weg		24/2023
CORPORATION: (Sig	ENATURE IN INK)		ATE
Al	ice Wang / President		
	PE OR PRINT NAME AND TITLE OF SIGNAT	TURE)	
SECRETARY OF CORPORATION:	-). Wey		/24/2023
`	NATURE IN MK)	U.	ATE
	ennis Wang / Secretary Pe Or Print Name And Title Of Signat	ribe)	
(111	TE ORT RINT NAME AND THE OF OIGNAT	IONE	
CALIFORNIA STA CONTRACTOR'S LICENSE NO.:	ATE 928928	FEDERAL I.D. NO:	33-0116008
LICENSE EXPIRATION DATE:	2/28/2025		
TYPE OF LICENSE:	CSLB		
PUBLIC WORKS CONTRACTOR REGISTRATION NO:	or's 1000002498		
LICENSE IN THE NAME OF:	GST / Jason Wang		
	(TYPE OR PRINT NAME)		
	CORPORATI	E SEAL:	

(IF APPLICABLE)

#### <u>02 – CONTINGENCY FEE AS A STANDARD PRACTICE</u>

0794-23C.1 NETWORK ELECTRONICS

PROJECT:

EL CAMINO REAL CHARTER HIGH SCHOOL OWNER: 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 Golden Star Technology, Inc. (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 10 % (not to exceed 10%) of the Base Bid amount. The E-Rate Contingency Amount shall be: \$ Fifty-Seven Thousand Seven Hundred Forty-Nine Dollars Dollars (\$ 57,749.40 and Forty Cents -OR-(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 Cerritos , California, on 2/24 , 2023. Firm Name Golden Star Technology, Inc. By Min Joo Signed \_ Printed Name Min Joo Title Sr. Account Executive







# Base Bid Aruba AP-655

	Item	Description	Qty	Price	Ext Price	Tax
1	R7J39A	Aruba AP-655 Tri Band 802.11ax 7.80 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz, 6 GHz - Internal - MIMO Technology - 2 x Network (RJ-45) - 2.5 Gigabit Ethernet, 5 Gigabit Ethernet - Bluetooth 5 - 42.50 W - Ceiling Mountable	350	\$796.15	\$278,652.50	9.5%
2	H59H2E	HPE Foundation Care Exchange - Extended Service - 1 Year - Service - 9 x 5 x Next Business Day - Service Depot - Exchange	350	\$50.99	\$17,846.50	0%
3	JZ370A	Aruba Mounting Bracket for Wireless Access Point - 10 Pack	35	\$79.45	\$2,780.75	9.5%
4	GST-SVC-FFP	GST Firm Fixed Priced Service	350	\$181.77	\$63,619.50	9.5%

Subtotal: \$362,899.25

\$32,780.01 Tax Subtotal:

#### Palo Alto - PA-3430

	Item	Description	Qty	Price	Ext Price	Tax
1	PAN-PA-3430	Palo Alto PA-3430 Network Security/Firewall Appliance - 12 Port - 10GBase-T - 10 Gigabit Ethernet - Wireless LAN - AES (128-bit), AES (192- bit), AES (256-bit), MD5, SHA-1, SHA-256, SHA- 384, SHA-512, 3DES - 12 x RJ-45 - 16 Total Expansion Slots - 1U - Rack	2	\$27,206.67	\$54,413.34	9.5%
2	PAN-PA-3430-WF- 3YR	PA-3430, WILDFIRE SUBSCRIPTION, 3 YEARS (36 MONTHS) TERM.	2	\$19,423.56	\$38,847.12	9.5%
3	PAN-SVC-STND- 3430-3YR	STANDARD SUPPORT 3-YEAR PREPAID, PA-3430	2	\$18,926.67	\$37,853.34	9.5%
4	PAN-PA-3430-TP- 3YR	PA-3430, THREAT PREVENTION SUBSCRIPTION, 3 YEARS (36 MONTHS) TERM.	2	\$19,423.56	\$38,847.12	9.5%
5	GST-SVC-FFP	GST Firm Fixed Priced Service	2	\$3,052.35	\$6,104.70	9.5%

\$176,065.62 Subtotal:

Tax Subtotal: \$5,749.21







## **Base Bid Quote Summary**

Description	Amount
Aruba AP-655	\$362,899.25
Palo Alto - PA-3430	\$176,065.62

\$538,964.87 Subtotal:

\$38,529.22 **Estimated Tax:** 

> \$577,494.09 Total:



## Additive Alternate Aruba AP-635

	Item	Description	Qty	Price	Ext Price	Tax
1	R7J28A	ARUBA AP-635 US CAMPUS AP	350	\$556.81	\$194,883.50	9.5%
2	H29ZFE	HPE Foundation Care Exchange - Extended Service - 1 Year - Service - 9 x 5 x Next Business Day - Service Depot - Exchange	350	\$39.76	\$13,916.00	0%
3	Q9G69A	Aruba Mounting Bracket for Wireless Access Point - 10 Pack	35	\$79.45	\$2,780.75	9.5%
4	GST-SVC-FFP	GST Firm Fixed Priced Service	350	\$181.77	\$63,619.50	9.5%

Subtotal: \$275,199.75

Tax Subtotal: \$24,821.96

#### Palo Alto - PA-1420

	Item	Description	Qty	Price	Ext Price	Tax
1	PAN-PA-1420	PALO ALTO NETWORKS PA-1420	2	\$17,306.56	\$34,613.12	9.5%
2	PAN-PA-1420-BND- CORESEC-3YR	PA-1420, CORE SECURITY SUBSCRIPTION BUNDLE (ADVANCED THREAT PREVENTION, ADVANCED URL FILTERING, ADVANCED WILDFIRE, DNS SECURITY AND SD-WAN), 3YR	2	\$38,549.11	\$77,098.22	9.5%
3	PAN-SVC-PREM- 1420-3YR	PA-1420, PREMIUM SUPPORT, 3 YEARS (36 MONTHS) TERM.	2	\$9,690.00	\$19,380.00	9.5%
4	GST-SVC-FFP	GST Firm Fixed Priced Service	2	\$3,052.35	\$6,104.70	9.5%

Subtotal: \$137,196.04

Tax Subtotal: \$3,868.19

## Additive Alternate Quote Summary

Description	Amount
Aruba AP-635	\$275,199.75
Palo Alto - PA-1420	\$137,196.04

Subtotal: \$412,395.79

\$28,690.15 **Estimated Tax:** 

> \$441,085.94 Total:

#### 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"

## <u>04 – SUBSTITUTION LISTING</u>

PROJE	CT:	0794-23C.1 NETWORK ELECTR	RONIC	<u>cs</u>	
TO:	El Camir	no Real Charter High School ("OW	/NER	")	
1.		to bidding and contract requirements 0794-23C.1 NETWORK ELECTRONICS		the work titled:	
otherwise	e defined i he bid date	n the Contract Documents. However	r, the	roposal Form, is for the work as described in the Requesi undersigned proposes the following substitutions, which were titutions must be listed on this form and submitted with the bi	e not Pre-Approved
2.	Complete	e, attaching additional sheets as nece	essa	ry:	
	Bidder pr	roposes [check one]:		substitutions. following substitutions:	
Specific or Mate	ed Product			Proposed Substitution	
3.	All bids s	hould be calculated and submitted or	n the	assumption that substitution requests will not be approved.	
4.	noted. Bi		supp	utions are equal or better in all respects to what is specified port this claim as attachments to the Substitution Listing with disqualification of the bid response.	
		T BE IDENTICAL ED ON BID FORM		BIDDER: Golden Star Technology, Inc.	
				BY <sup>.</sup> Min Joo	

#### <u>05 – DESIGNATION OF SUBCONTRACTORS</u>

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
n/a		

Type Of Trade, Labor, Or Service	NAME & LICENSE NO. OF SUBCONTRAC LICENSE EXPIRATION DATE:	T, LOCATION & PLACE OF BUSINESS
		<del></del>
		<u> </u>
Dated: <u>2/22/2023</u>	Name Of Bidder:	Golden Star Technology, Inc. (Type or Print Name)
10		
(Signature Of/Bidder)	Address:	12881 166th Street, Cerritos, CA 90703
0794-23C.1	Telephone:	562-345-8744
(Project No.)	releptione.	002 0 10 01 11
(Category)		

## <u>06 – NONCOLLUSION AFFIDAVIT</u>

•	23C.1 NETWORK ELECTRONICS MINO REAL CHARTER HIGH SCHOOL
	(Public Contract Code Section 7106)
State of California	) s s s
County Of Los An	<u>geles</u> )
undisclosed person, partne the bidder has not directly colluded, conspired, conniv the bidder has not in any m of the bidder or any other b advantage against the publ bid are true; and, further, the thereof, or divulged inform	being first duly sworn, deposes and says that he or she is President of blogy, Inc, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any rship, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly ed, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that anner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price idder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any ic body awarding the contract of anyone interested in the proposed contract; that all statements contained in the at the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents lation or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, id depository, or to any member or agent thereof to effectuate a collusive or sham bid.
	(SIGNATURE OF BIDDER)  NOTARY FOR NONCOLLUSION AFFIDAVIT  worn to (or affirmed) before me this day Feb 24 , 20 23
	NOTARY FOR NONCOLLUSION AFFIDAVIT
Subscribed and s	worn to (or affirmed) before me this day Feb 24 , 20 23 .  (SIGNATURE OF NOTARY)
[SEAL OF NOTARY]	Phillip Lin (TYPED NAME OF NOTARY)
Notary Pub Los Ang Commissi	LLIP LIN slic - California eles County on # 2413320 pires Aug 20, 2026

#### 09 - BIDDER'S QUALIFICATION FORM

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

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:	Golden Star Technology, Inc. 12881 166th Street Cerritos, CA 90703
2.	Telephone:	562-345-8700
3.	Type of firm: (check one) Individu	al Partnership CorpX
4.	Names and titles of all principals o	f the firm:
	Alice Wang Dennis Wang Henry Ngo	President Chief Operating Officer Sr. VP of Sales
5.	Number of years as contractor. current form: _20 _ Years	Include only years in this type of construction and only the years with the current entity in its
6.	Years of experience your firm has	in public school construction work:
	As prime contractor: X As	subcontractor:
7.		irm or any of its principals defaulted so as to cause a loss to a surety? Response must principals' associations outside of the firm bidding this Project. If the answer is yes, give date details.
	No	
8.		or any of your principals been assessed liquidated damages for any project? Response to principals' associations outside of the firm bidding this Project. If yes, explain:
	No	

9.	que prin	estions relating ncipals' associa	ars have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question of to a public construction project and/or an E-Rate project? Response must include information pertaining to attion outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute pages, as necessary.
		No	
10.	per		ars have you or any of your principals ever failed to complete a project? Response must include information cipals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attact as necessary.
		No	
11.	Exp	perience	
	a.		otal number of the specified Systems that you have installed (not using subcontractors) in the last 3 years. (The ractor will be responsible to provide a complete list of reference to confirm this number if asked)
	b.		the number of the specified Systems that you have installed (not using subcontractors) in the Education K-12 last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this sed)
12.	Ser	rvice	
	a.	Provide the A	ddress of the Service Facility that will be responsible for service calls for this project:
		Address	12881 166th Street
		City State Zip	Cerritos California 90703
	b.		number of Manufacture Certified Technicians that who are employed by you, which are responsible for service winning Contractor will be responsible to provide copies of the Manufacture Certificates to confirm this number
		562-345-8	3700
	C.		the hourly charge that you will charge the Owner for Non-Warranty service calls. Price will include <b>all</b> feet not limited to travel charges and hourly minimum charges.
		\$125 / hr	

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

13. Additional Features

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:	Bellflower Unified School District - Wireless AP
Contact Information: Address:	16703 South Clark Ave. Bellflower, CA 90706
Phone Number: Contact Person: Name: Title: Phone #: Description of Project:	Deana Sabala Director of IT 562-866-9011  Replace existing Cisco AP's with Aruba AP's throughout multiple campuses
Project Start Date:	5/7/2020
Project Completion Date:	6/30/2020
Contract amount:	\$286,369
Architect/Engineer: Firm Name: Contact Person: Name: Title:	Dino Mendoza  Networking Manager 562-345-8789
Phone #:	

# Project #2

Project Name:	Los Angeles Public Library - Network Upgrade
Contact Information: Address:	630 W. 5th Street, Los Angeles, CA 90071
Phone Number: Contact Person: Name: Title: Phone #:	213-228-7000  Alex Mui Director of IT
Description of Project:	Configure Firewall, Configure Mobility  Master, Mobility Controller, ClearPass
Project Start Date:	6/11/2021
Project Completion Date:	11/29/2022
Contract amount:	\$78,892.01
Architect/Engineer: Firm Name: Contact Person: Name: Title: Phone #:	OST  Dino Mendoza  Networking Manager  562-345-8789

# Project #3

Project Name:	Wired and Wireless District Build-Out District Wid	d
Contact Information: Address:	11321 Bullis Road Lynwood, CA 90262	
Phone Number: Contact Person: Name: Title: Phone #:		
Description of Project:	Refresh the district's infrastructure including switches and AP	
Project Start Date:		
Project Completion Date:	2018	
Contract amount:	\$2.1 million	
Architect/Engineer: Firm Name: Contact Person:		
Name:	Dino Mendoza	
Title:	Data Center Manager	
Phone #:	562-345-8700	

# <u>10 – MANUFACTURE'S CERTIFCATION FORM</u>

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

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 <u>FY2023</u> E-Rate Project for the El Camino Real Charter High School.

Certification #1 Name of Manufacturer	Hewlett Packard Enterprise / Aruba
Certification Expiration Date	October 2023
Certification #2 Name of Manufacturer Certification Expiration Date	
Certification #3 Name of Manufacturer	
Dertification Expiration Date	
Certification #4 Name of Manufacturer	
Certification Expiration Date	
Certification #5 Name of Manufacturer	
Certification Expiration Date	
Please attach a conv(ies) of v	your company's Manufacturer's Certification(s)

## 11 - CONTRACTOR LICENSE CERTIFCATION FORM

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

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

California State

Contractor's License No. 928928

Type of License Contractors State License Board Number

License Expiration Date 2/28/2025

Public Works Contractor's

Registration No. <u>1000002498</u>

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

0794-23C.1 NETWORK ELECTRONICS

EL CAMINO REAL CHARTER HIGH SCHOOL

PROJECT:

OWNER:

RLI Insurance Company	Owner) in the ions described	sum of Ten percent (10% below for the payment of w	e held and firmly (6) of the total amount which sum in lawful mo	t of the bid of the oney of the United
The condition of this obligation is such that whereas the 20_23, for:  Project 0794-23C.1 N			ng bid dated March 1	3
NOW, THEREFORE, if the Principal shall not withdraw s period be specified, within 30 days after said opening; and no period is specified, within five working days after the aw the bid as accepted and give bonds with good and sufficifulfillment of such contract and for the payment of labor and the required insurance is in effect (in the amounts required contract documents to be submitted at the time the contract or remain in full force and effect.	d if the Principa ward of the cont lent surety or s d materials used in the contrac	al is awarded the contract, a cract, enter into a written cor ureties as may be required d for the performance of the t documents), and provide a	and shall within the spentract with the Owner in for the faithful perform contract, provide certiany other documents r	ecified period, or if n accordance with mance and proper ificates evidencing required under the
The Surety, for value received, hereby stipulates and agr contract or the call for bids, or to the work to be performed its obligation under this bond, and it does hereby waive no said contract or the call for bids, or to the work, or to the specific contract or the call for bids.	there under, o otice of any su pecifications.	r the specifications accomp ch change, extension of time	anying the same, shal ne, alteration, or additi	I in any way affect on to the terms of
In the event suit is brought upon this bond by the Owner a such suit, including a reasonable attorney's fee to be fixed IN WITNESS WHEREOF, the parties have executed thi 20_23_, the name and corporate party being hereto affixed	and judgment is I by the court.	s recovered, the Surety sha	Il pay all costs incurre	by the dweet in o
IN WITNESS WHEREOF, the parties have executed thi 20_23_, the name and corporate party being hereto affixed DATED: _March 10, 2023	is instrument und and duly sigr	under their several seals the ned by its undersigned auth	nis 6th day of Mark orized representative.	SEAL
DATED: _March 10, 2023	PRINCIPAL	Golden Star Technology, Ir	nc.	California munita
	-,	e Chief Operating Officer		RPOR ORPOR
DATED: March 6, 2023	Ву	CI Insurance Company	V and	SEAL
Note: Signatures of those executing for the Surety must be All bids shall be presented under sealed cover and accompanied by one of the follo surety insurer, made payable to the trustees. The security shall be in an amount equis enclosed with it.	e properly ackrowing forms of bidder	's security: cash, a cashier's check, cer	rtified check, or a bidder's bond	executed by an admitted forms of bidder's security

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA County of Sacramento 6 20 23 before me, E. Johnson , Notary Public. Insert Name of Notary exactly as it appears on the official seal personally appeared Sandra R. Black Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. E. JOHNSON COMM. # 2310061 CRAMENTO COUNTY I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of Notary Public Place Notary Seal Above --- OPTIONAL ----Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: \_\_\_\_\_ Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Limited ☐ General Partner ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT ☐ Trustee ☐ Trustee OF SIGNER OF SIGNER Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing:

# **POWER OF ATTORNEY**

### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

approving officer if desired.	
That <b>RLI Insurance Company</b> and/or <b>Contractors Bonding and Ins</b> together, the "Company") do hereby make, constitute and appoint:	surance Company, each an Illinois corporation, (separately and
Jeff Parkhurst, Tanya Chinchilla, Lisa M. Lucas, Sandra R. Black, Sokha Ev	vans, Erin Johnson, Sharon J. Rusconi, Jonathan Russell,
Stella Winterbourne, jointly or severally	
	its true and lawful Agent(s) and Attorney(s) in Fact, with
full power and authority hereby conferred, to sign, execute, acknowledge	
bonds and undertakings in an amount not to exceed(\$25,000,000.00) for any single obligation.	Twenty Five Million Dollars
( <u>\$25,000,000.00</u> ) for any single congation.	
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Comparation	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, Attorneys in Fact or Agents who shall have authority to issue bonds, policies are is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by face	retary, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the <b>RLI Insurance Company</b> and/or <b>Cont</b> caused these presents to be executed by its respective Vice President	dent with its corporate seal affixed this1st day of
MING AND MACHINE MING MANUEL COMME	RLI Insurance Company Contractors Bonding and Insurance Company
ORPORA A PARTIE OF THE PROPERTY OF THE PROPERT	$\mathcal{P}^{\prime}$
S CONTONNY Z	By: 6.17 W. 5
SEAL SEAL	Barton W. Davis Vice President
State of Illinois	
County of Peoria SS	CERTIFICATE
On this <u>1st</u> day of <u>July</u> , <u>2021</u> , before me, a Notary Public, personally appeared <u>Barton W. Davis</u> , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the <b>RLI Insurance Company</b> and/or <b>Contractors Bonding and Insurance Company</b> and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this
By: Catherned Garet	RIMISURANCE Company
Catherine D. Glover Notary Ruble	Congresors Bonding and Insurance Company
CATHERINE D. GLOVER OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires My Commission Expires March 24, 2024	By: D Jick.  Corporate Secretary

CALIFORNIA ACKNOWLEDGMEN I	CIVIL CODE § 118
A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	rifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California	
County of Los Angeles	
On 3 10 (2.23 before me	Phillip Lin, Notary Public Here Insert Name and Title of the Officer
Date	Here Insert Name and Title of the Officer
personally appeared	inis Wang
	Name(s) of Signer(s)
o the within instrument and acknowledged to me tha	nature(s) on the instrument the person(s), or the entity
	I certify under PENALTY OF PERJURY under the
PHILLIP LIN Notary Public - California	laws of the State of California that the foregoing paragraph is true and correct.
Los Angeles County Commission # 2413320 My Comm. Expires Aug 20, 2026	WITNESS my hand and official seal.
	Signature Phillip L:
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	IONAL  deter alteration of the document or form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  □ Corporate Officer – Title(s):	
□ Partner - □ Limited □ General	□ Partner – □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:

Signer is Representing: \_\_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## **15 – CONTRACTOR AGREEMENT**

THIS AGREEMENT is entered into by and between the El Camino Real Charter High School, hereinafter called "District", and

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

individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

Public Contract Code 20118.2;

\_, hereinafter called "Contractor,". District and Contractor are sometimes

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	e as follows:	
	<ol> <li>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.</li> </ol>		
,	<ol> <li>Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and complete, in a good workmanlike manner, the work in strict accordance with the Request for Electronics.</li> </ol>		
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.			
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 (\$).	
Conti	ngency amount (if applicable)		
		Dollars (\$).	
CON	TRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER		
Total	sum of Base Bid + Contingency and Additive Alternates #1		
		Dollars (\$).	

 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. <u>Work to Commence</u> It is hereby understood and agreed that the wok under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after <u>April 1</u> of the previous funding year per the requirements of the E-Rate Program.
- 3. <u>Time for Completion</u> 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. <u>Liquidated Damages</u> 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 <u>Five Hundred Dollars and No Cents (\$500.00)</u> 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. <u>Classification of Contractor's License</u> 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. <u>Labor Compliance</u> 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. <u>Payment</u> 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. <u>Public Safety</u> 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. <u>Insurance</u> 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. <u>Bonds</u> 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. <u>Assignment of Contract</u> 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. <u>Assignment of Anti-Trust Claims</u> 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. <u>Notice of Third-Party Claims</u> 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. <u>Substitution of Security</u> 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. <u>Indemnification</u> 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. <u>Interpretation</u> 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. <u>Guarantee of Project</u> 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.

- 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. <u>Contract Expiration</u> 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"	"CONTRACTOR"
El Camino Real Charter High School	
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## <u>15 – PAYMENT BOND</u>

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

KNOW ALL PERSONS BY THESE PRESENTS:

W	WHEREAS, the El Camino Real Charter High S	School ("hereinafter referred to	as Owner"), has award	ded to
		, hereinafter referred to as the	"Contractor/Principal" a	a contract for the work
described a	as follows:		·	
described a	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 sun	n well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, fire	mly 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)
Ву:	Signature
	Print Name and Title
Ву:	
,	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

0794-23C.1 Network Electronics

EL CAMINO REAL CHARTER HIGH SCHOOL

PROJECT:

Documents.

OWNER:

KNOW ALL PERSONS BY THESE PRESENTS: WHEREAS, the El Camino Real Charter High School (hereinafter referred to as "OWNER"), awarded (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, 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

(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.

N WITNESS WHEREOF, we have hereunte	o set our ha	inds and seals this day of, 20
		CONTRACTOR/PRINCIPAL (SEAL)
	By:	SIGNATURE
		SIGNATURE
		PRINT NAME AND TITLE
		SURETY
	By:	
		SIGNATURE
SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY:		PRINT NAME AND TITLE
		Mailing Address of Surety
		TELEPHONE AND FAX NO. OF SURETY
		0794-23C.1
		Project Number#

# <u>17 – FINGERPRINTING CERTIFCATION FORM</u>

PROJECT: 0794-23C.1 NETWORK ELECTRONICS

OWNER:	EL C	AMINO REAL CHARTER HIGH SCHOOL
L Alice \	Wang	, am an
[type or print nan	ne]	, , , , , , , , , , , , , , , , , , , ,
Owner	r of the con	npany named below
Partne	er of the pa	rtnership named below
[check one]	<u>X</u>	President or CEO of the corporation named below
		Principal of the joint venture named below
		Other [specify]
The contracting e	entity name	ed below is a contractor on the referenced project and as such hereby certifies:
That a physical b	oarrier will b	[For compliance with Education Code Section 45125.2(a)(1)] be erected at the workplace to limit employee contact with Owner's pupils.
through its employments convicted of a vide employee and with	oyee olent or ser ill immediat	[For compliance with Education Code Section 45125.2(a)(2)] named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors It has been ascertained by the Department of Justice that the named employee has not been ious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such tely notify Owner and remove the employee from the Project if subsequent arrest information indicates the employee ious or violent felony.
	ting entity r	[For compliance with Education Code Section 45125.2(a)(3)] named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by ployees of the entity and its subcontractors on the Project.
workers will be so That neither mys submit or have the	imultaneou self nor any heir fingerp	[For compliance with Education Code Section 45125.1(g). Note:  y still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where saly working at various locations on a school site.]  employees of the contracting entity named below or its subcontractors on the Project who are required by law to rints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a Code Section 45122.1.
That the contract	ting entity r	where there is limited contact or less with pupils] named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and no more than limited contact with Owner's pupils during the Project.
Gol	lden Sta	r Technology, Inc.
[name	of contrac	ting entity]
I declare under p	enalty of p	erjury under the laws of the State of California that the foregoing is true and correct.
2/24	1/2023	Dece us
DATE		SIGNATURE

# 18 - PREVAILING WAGE COMPLIANCE CERTIFICATION

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

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

### **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 contactor'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
    - 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** 

## GST has received and acknowledges Addendum #1.

### **EL CAMINO CHARTER HIGH SCHOOL**

Project # 0794-23C.1

### **Network Electronics**

DATE: February 28, 2023

#### **ADDENDUM #1**

Notice to contractors. You are hereby notified of the following changes in the plans and specifications, which shall take precedence over anything published prior to this date.

#### Item 1 Contractor's License Requirement for this project has beeb rescinded, it is no longer required.

#### Item 2 Questions

- 1. Please elaborate on what features you are looking to utilize within each of the Palo firewalls?
  - We only need the standard support and threat prevention. We also would like to add DNS security as well.
- 2. Can you confirm what security subscriptions you are utilizing on each of the Palo firewalls?
  - Currently just have threat prevention.
- 3. What are you current/future firewall throughput requirements?
  - We currently have 2 ISP providing 5GB bandwidth. In the future we can possibly consider 10GB
- 4. Do you have any requirements around High Availability with respect to the Palo firewalls?
  - Minimum Active-passive HA
- 5. Can you elaborate on what quantity, type, and speed of interfaces will be utilized on the Palo firewalls (1/10/40Gb) etc?
  - 10Gbps minimum on all SFP+ ports
- 6. Do you have any Remote Access VPN requirements?
  - No.
- 7. If yes, can you confirm the number of users that will be utilizing Remote Access VPN?
  - N/A
- 8. Will the Palo firewalls be managed by Panorama?
  - No
- 9. Is a CA Contractor License required for this bid?
  - No.

# GST has received and acknowledges Addendum #2.

### **EL CAMINO CHARTER HIGH SCHOOL**

Project # 0794-23C.1

# **Network Electronics**

**DATE: March 2, 2023** 

#### **ADDENDUM #2**

Notice to contractors. You are hereby notified of the following changes in the plans and specifications, which shall take precedence over anything published prior to this date.

#### Item 1 Questions

Do you have VMware infrastructure?

District Response: We use Hyper-V and we have 20 instances

## GST has received and acknowledges Addendum #3.



### **EL CAMINO CHARTER HIGH SCHOOL**

Project # 0794-23C.1

### **Network Electronics**

**DATE: March 6, 2023** 

#### **ADDENDUM #3**

Notice to contractors. You are hereby notified of the following changes in the plans and specifications, which shall take precedence over anything published prior to this date.

#### Item 1 Questions

Page 5 of the RFP states, "The bidder will include two (2) signed and dated copies of the attached Contractor Agreement with their bid proposal." Does El Camino Real Charter High School wish to receive submittals electronically or via paper?

Electronic submission online are acceptable, hard copies are not required.

Page 43 asks for a Wage Category to be listed. Can El Camino Real Charter High School provide clarification on what it wants bidders to list here?

Page 43 of the RFP, Prevailing Wage Compliance Certification Is not required

#### Item 2 Equivalent Products

The district has reviewed the Cisco Equivalent Product request from Netsync.

This product is not compatible with our existing controller and licensing.