



Rancho Santa Fe School District

INVITATION FOR BIDS

ELECTRONIC ACCESS CONTROL SYSTEM

Bid No. 2018-19-B

Contact: Bradley Johnson, Chief Business Officer

Mailing Address: Rancho Santa Fe School District
PO. Box 809
Rancho Santa Fe, CA 92067

Bid Opening: Wednesday, January 9, 2019
Rancho Santa Fe School District
5927 La Granada
Rancho Santa Fe, CA 92067

Bid Deadline: Monday, January 28, 2019 at 2:00 PM

Publication Dates: January 9, 2019, January 16, 2019

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NOTICE INVITING BIDS

DISTRICT: Rancho Santa Fe School District

PROJECT IDENTIFICATION: Electronic Access Control System

BID NUMBER: 2018-19-B

PROPOSALS DUE BY: January 28, 2019 at 2:00 PM

SUBMIT PROPOSALS TO:

Bradley Johnson, Chief Business Officer
Rancho Santa Fe School District
PO. Box 809
Rancho Santa Fe, CA 92067
bjohnson@rsf.k12.ca.us

BID PACKAGE AVAILABLE: <https://rsfschool.net/>

NOTICE IS HEREBY GIVEN that the Rancho Santa Fe School District (“District”), acting by and through its Board of Trustees, will receive up to, but not later than the above stated date and time, sealed bid proposals for the Contract for the Work generally described as: Bid 2018-19-B Electronic Access Control System.

Optional Site Visit. An optional pre-bid conference and site visit will be held on January 16” 2019 at 10:00AM, at Rancho Santa Fe School District, 5927 La Granada, Rancho Santa Fe, CA 92067. All interested parties must RSVP by January 14, 2019 at 2:00 pm in writing via email to Bradley Johnson, Chief Business Officer, at bjohnson@rsf.k12.ca.us.

Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above shall be considered.

Prevailing Wage Rates. The successful Bidder and its subcontractors shall pay all workers on the Project 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. Prevailing wage rates are available at: <https://www.dir.ca.gov/> Bidders and Bidders’ subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform

public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

Contractor's License Classification. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: D16, C7 and C28.

Bid Security. As security for its Bid, each bidder shall provide with its Proposal: a bid bond issued by an admitted surety insurer on the form provided by the District; or a cashier's check or a certified check drawn to the order of the District in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated herein.

Payment and Performance Bond. The successful bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.

No Withdrawal of Proposals. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date that proposals are due.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the Bidder that meets the qualifications set forth herein. The District reserves the right to choose the option that is in the best interest of the District.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. All inquiries concerning this document should be directed in writing via email to Bradley Johnson, Chief Business Officer, at bjohnson@rsf.k12.ca.us by no later than 4:00 pm on January 21, 2019. After this deadline, the District will not answer, address, and/or review any questions interested Contractor might submit. Responses to all questions received prior to the deadline will be provided to all Contractor as specified in the Schedule Below.

Bradley Johnson, Chief Business Officer
Rancho Santa Fe School District
5927 La Granada
Rancho Santa Fe, CA 92067

Publication Dates: January 9, 2019, January 16, 2019

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Rancho Santa Fe School District (“District”) is seeking sealed bid proposals from a highly qualified company or individual(s) (hereby referred to as “Contractor”) to provide and install an Electronic Access Control System for a subset of its doors and gates to increase security for students and staff. The successful bidder shall provide all associated electronic hardware, as well as the installation, integration, and warranty of the Electronic Access Control System.

District facilities are currently equipped with Schlage™ mechanical lock systems site wide. Therefore, the District requires that all proposed electronic locks be Schlage™ (BHMA Grade 1) or equal so that the District may incorporate the electronic lock keyways into its existing keyway system.

Bids must include the following (see Section C for detailed requirements):

- 1) Schlage™ AD 400 or equal electronic locks with 643E lock finish.
- 2) Control points in each building connected physically by RS 485 standard and 900 Mhz wireless control of each lock within the building.
- 3) The hardware and software necessary to provide user management, zone configuration, site-wide lockdown, credential production, auditing, and 3D rendering of all control points with embedded user interface management.
- 4) Labor to install and configure all aspects of the system, including complete onsite administration training.

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained from the District at the location and at the time indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents.

Bids must be received **no later than January 28, 2019 at 2:00 PM**. Bids shall be accepted as long as they are received prior to the date and time above and they are complete, including properly authorized Contractor signatures.

B. CONTRACT DOCUMENTS

a. Mandatory Forms

Bid proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the

District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

b. Examination of Contract Documents

Each Contractor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Contractor. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

c. Interpretation

Discrepancies in, and/or omissions in the Bid Package or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Bradley Johnson via email to at bjohnson@rsf.k12.ca.us.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has obtained a set of Contract Documents. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

d. Addenda

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address and facsimile number to which Addenda may be sent, as well as

a telephone number by which the District can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the District to verify that he has received all Addenda issued, if any, prior to the bid opening.

e. Modification of Bids

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

f. Agreement

Contractor may submit a proposed service agreement, but the District reserves the right to request changes and/or provide its own contract to be used. Regardless, the terms and conditions in this bid package and the accepted bid shall be incorporated into the agreement. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

C. SCOPE OF WORK AND REQUIREMENTS

The successful bidder shall furnish, install, configure and warranty all equipment and software necessary for the district-wide Electronic Access Control System in conformity with manufacturer's documentation, specifications contained herein, and applicable codes and authorities having jurisdiction for the implementation of the Electronic Access Control System. The successful bidder shall also be responsible for providing administrative training and ongoing maintenance and upgrades as necessary.

a. Contractor Qualifications

The Contractor must have the following qualifications:

- Contractor must be a manufacturer authorized reseller or dealer fully certified to sell, install and maintain all system components required in San Diego, California.
- Contractor has a permanent service and support location that can ensure no more than 24 hour service response time, generally, and 90 minutes in-person and on-site response time in the event of emergencies with Access Control system.

b. Equipment List

The District is seeking bids for the equipment listed below.

- Schlage™ AD-400-993S-50-MT-RHO-626-JD or equal.
 - Qty: 9
 - Installed and configured
- Schlage™ AD-400-993R-50-MT-626-SPA-BD or equal.
 - Qty: 37
 - Installed and configured
- Schlage™ AD-400-MS-70-MT-626-SPA-JD or equal.
 - Quantity: 38
 - Installed and configured
- Schlage™ AD-400-CY-50-MT-626-RHO-JD or equal.
 - Qty: 61
 - Installed and configured
- Schlage™ MT-15 Multi Format Card Reader or equal
 - Qty: 4
 - Installed and configured
- Control array in 8 data frame locations interconnected physically via RS 485 standard with 900 MHz wireless control of each lock and all associated power supplies, antennas, modules, and software.
- Identocard™ PREM-CTLIP or equal
 - Installed and configured
- Single-sided IDP badge printer (or equal) to include full color badging and Schlage™ (or equal) multi format printable access cards. Initial access card quantity must be 200 or greater.
- All other equipment necessary to retrofit Gym, Building 600 patio, and playground gates.

All proposed equipment must not be refurbished. It must be in the OEM packaging and new equipment. Any Bidder may submit a Request for Substitution on the form provided herein. Please refer to Section E “Request for Substitution,” below.

c. System Capabilities And Features

The District requires that the Electronic Access Control System have the following capabilities and features listed below.

- 1) User/Group management
- 2) Zone management
- 3) Credential production
- 4) Full Auditing
- 5) Global lockdown
- 6) Compatible with non-proprietary hardware
- 7) Lockdown from any node
- 8) Automated credential expiration
- 9) 3D rendering of site with embedded interface to manage control points
- 10) Integration with intrusion detection system
- 11) 3 years of software licensing shall be included
- 12) Complete initial software configuration per District requirements

d. Installation

If awarded the bid, the Successful bidder agrees that all equipment shall be installed and tested per all applicable codes.

e. Administration Training

See Section A.4

D. ADDITIONAL REQUIREMENTS

a. Contractor's License(s)

Contractor must have current and valid licenses as specified in the Notice Inviting Bids. Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract.

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

b. Labor Compliance

The Project is subject to labor compliance oversight by the Department of Industrial Relations ("DIR"), Division of Labor Standards Enforcement ("DLSE"), Compliance Monitoring Unit ("CMU") pursuant to Labor Code section 1771.4.

Pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors shall maintain a current Department of Industrial Relations (DIR) registration for the duration of the Project.

Contractor shall post, at each job site, the notice required by Section 16451(d) of Title 8 of the California Code of Regulations. Template notices are available upon request to the assigned Project Manager. Template notices are also available by emailing a request to CMU@dir.ca.gov or at the following location:

District Office of the Division of Labor Standards Enforcement
1515 Clay Street, Suite 801
Oakland, CA 94612

Contractor and subcontractors shall keep certified payroll records in accordance with Labor Code section 1776, and such records shall be furnished to the DIR on a monthly basis, and within ten (10) days of any separate request by the CMU. Payroll records shall be submitted using the DIR's online Public Works Electronic Certified Payroll Reporting (eCPR) system.

c. Prevailing Wages

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the

Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor agrees to hold harmless and indemnify the District, its Board and each member of its Board, its officers, employees, and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

d. Workers' Compensation Insurance

All Contractors are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certification must be completed and returned with the submittal.

e. Fingerprinting/Criminal Background Check

All Contractors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The District has provided a certificate of understanding that must be returned with this submittal.

f. Antidiscrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

g. Indemnification

The successful bidder agrees to defend and hold harmless the District, its Board of Trustees, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful bidder or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful bidder or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful bidder further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

E. REQUEST FOR SUBSTITUTION

Any Bidder may submit a Request for Substitution on the form provided herein. In accordance with Public Contract Code § 3400, all data substantiating a request for a substitution of "an equal" item must be provided **no later than five (5) days prior to the scheduled closing time for receipt of the Bid Proposals.**

The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District's evaluation of the Bid Proposals and award of the Contract.

F. PRE-BID OPTIONAL SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required

to complete the Project. To this end, an optional Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

G. PROPOSAL CONTENT AND FORMAT

The bid proposal shall include the information listed below. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process.

- Contractor should provide the following information as Appendixes:
 - A brief narrative that demonstrates Contractor's basic understanding of the project requirements. (Appendix A.)
 - A proposed fee schedule and itemized list of products and services to be provided, including breakdown of material and labor costs, and any accompanying warranty and servicing. (Appendix B.)
 - A description of all applicable warranties for equipment and services. (Appendix C.)
 - A proposed project schedule. The project must be completed, including administration training of the system, by July 26th, 2019. Liquidated damages in the amount of \$500 per day may be assessed if the project is not completed by the specified date. (Appendix D.)

- Contractor Shall Complete All Mandatory Forms:
 - Bid Form
 - Contractor's Certificate Regarding Workers' Compensation
 - Bid Bond Form/Bid Guarantee Form (whichever applicable)
 - Designation Of Subcontractors
 - Information Required Of Bidders Form
 - Asbestos-Free Materials Certification
 - Non-Collusion Affidavit
 - Workers' Compensation Certification

- If awarded the Contract, the successful bidder shall provide:
 - Certificate of Insurance: Contractor will be required to provide Certificate of Insurance, naming the District as Additional Insured by Endorsement.

- Payment and Performance Bonds: Contractor will be required to use the District's payment and performance bond forms.
- Contractor & Subcontractor Fingerprinting Requirements Certification
- Drug-Free Workplace Certification

H. SELECTION CRITERIA

Contracts will be awarded to the lowest responsive, responsible bidder. Bids will be evaluated by the District's Chief Business Officer and Director of Technology. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

The selected proposal will then be presented to the Rancho Santa Fe Board of Board of Trustees at their regular board meeting on February 7, 2019

The District reserves the right to accept or reject all bids or sections thereof when the rejection is in the best interest of the District. The District reserves the right to award without further discussion. Therefore, Bids should be submitted initially with the most favorable terms that the Contractor proposes. The District reserves the right to reject the bid proposal of a Contractor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the bid proposal of any Contractor who, in the opinion of the Rancho Santa Fe School District, is not in a position to adequately perform the contract.

The District reserves the right to reject any or all bids; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specification, and award any or all of the contract in a manner that is in the best interest of the Rancho Santa Fe School District.

The District does not guarantee any award of contract by submitting a Bid response. No subsequent agreement between the District and winning Contractor, concerning the subject matter of this agreement, shall be effective or binding unless it is made in writing. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

This Agreement supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof.

I. SUBMISSION, DELIVERY, AND OPENING OF BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the

attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name) _____ for the Electronic Access Control System at the Roger R. Rowe Elementary School

Bids shall be submitted at the date, time, and location provided for in the Notice of Bids. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder.

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

J. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Board may award the contract. The apparent successful Bidder should begin to prepare the following documents:

- (1) the Performance Bond;
- (2) the Payment Bond; and
- (3) the required insurance certificates and endorsements.

Once the District notifies the Bidder of the award, the District will supply the Bidder with a Service Agreement and the Bidder will have seven (7) calendar days from the date of this notification to supply the District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run seven (7) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

K. INSURANCE

The Contractor shall provide and maintain the following insurance coverage amounts, naming the District as an Additional Insured by Endorsement, as set forth below:

Workers Compensation Insurance	In accordance with limits established by law.
--------------------------------	---

Employers Liability Insurance	\$1,000,0000 per person, per accident
Commercial General Liability Insurance	\$2,000,000/occurrence per occurrence for bodily injury, personal injury and property damage.
Automobile Liability Insurance	\$1,000,0000/ per occurrence for bodily injury and property damage including coverage for non-owned and hired vehicles.

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Workers Compensation Insurance	In accordance with limits established by law.
Employers Liability Insurance	\$1,000,0000 per person, per accident
Commercial General Liability Insurance	\$1,000,000/occurrence per occurrence for bodily injury, personal injury and property damage; \$2,000,000 aggregate.
Automobile Liability Insurance	\$1,000,0000/ per occurrence for bodily injury and property damage including coverage for non-owned and hired vehicles.

The successful bidder shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District.

Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental.

Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.

L. REQUIRED BID SECURITY

Each bid must be submitted with security in an amount equal to ten percent of the bidder's Total Bid Amount. A bidder's security may include cash, a cashier's check, certified check, or a bid bond in an amount equal to at least 10 percent of the amount the bid. Personal sureties and

unregistered surety companies are unacceptable. Absent the proper bid security, a bid may not be accepted. In the event a bidder's bid security does not equal at least ten percent of the Total Bid Amount, the District may reject that bid as nonresponsive.

M. LABOR LAW AND PREVAILING WAGES

The Project is a "public work" project that is subject to, among other laws, Labor Code Sections 1720 through 1861, inclusive. Each contractor (including subcontractors) must be registered with the California Department of Industrial Relations ("DIR") in accordance with Labor Code Section 1725.5, and bidders must provide evidence of registration for themselves and their subcontractors.

Each worker on the Project must be paid not less than the applicable prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract ("Prevailing Wages").

The Project is subject to compliance monitoring and enforcement by the DIR. The successful bidder will be required to post all job-site notices required by DIR regulations and other applicable law. If so specified in the Special Provisions, the District will conduct a mandatory conference for the purpose of describing labor-law requirements.

N. SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), each bidder must submit with its bid the names and locations of the places of business of each subcontractor that will perform any portion of the work, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of one percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to, and agrees that it shall, perform such work using its own forces.

O. BID SCHEDULE

The District anticipates the following timeline for the process of selecting a responsive proposal:

Action	Target Date
1. Release of Invitation For Bids	January 9, 2019
2. Optional Site Walk	10:00 am, January 16, 2019
3. Last Day to Submit Questions (by email)	4:00 pm, January 21, 2019
4. Clarifications Issued by District	January 23, 2019
5. Deadline for Receipt of Bids	By 2:00 p.m., January 28, 2019
6. Notification of Finalist	January 30, 2019
7. Approval of Award (Tentative)	February 7, 2019

PUBLICATION DATES: January 9, 2019 and January 16, 2019

All dates are subject to change. The District reserves the right to extend the date by which bids are due.

P. OBTAINING INFORMATION

The District reserves the right to obtain from any and all sources information concerning a Contractor which the District deems pertinent to this Bid Proposal and to consider such information in evaluating the Contractor's proposal.

Q. ERASURES OR CORRECTIONS

The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal. If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

R. WITHDRAWAL OR AMENDMENT

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

S. COST OF BID PROPOSAL

The District shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to the Invitation for Bids or for any other costs incurred because of this Invitation for Bids.

T. PATENTS

The Contractor shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

U. SIGNATURES

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

V. CANCELLATION OR NON-APPROPRIATED FUNDS

The Contractor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government, or acquired by the District from similar public sources and is subject to

variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

W. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the District’s Chief Business Officer if he/she believes that the award was inconsistent with Board policy or the bid’s specifications or was not in compliance with law.

In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the District’s Chief Business Officer, or other designated District staff member, shall review the basis of the protest and all relevant information. The Chief Business Officer will provide a written decision to the protestor. The protestor may then appeal the decision of the Chief Business Officer to the Superintendent.

X. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit sub proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

Y. SUBSTITUTION OF SECURITY

Monthly progress payments will be made based upon the percentage of the work completed. The District will retain ten percent (10%) of each progress payment. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

Z. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

AA. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within seven (7) calendar days of the award, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

BB. ADDITIONAL REQUIRED CERTIFICATIONS

Bidders, for all projects involving state funds, are required to submit the “Asbestos-Free Materials Certification.” This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District.

The successful bidder shall also execute, under the penalty of perjury and date the “Drug-Free Workplace Certification” included in this package. These forms are included with the bid package and must be signed under the penalty of perjury and dated.

CC. QUESTIONS OR CLARIFICATION

All inquiries concerning this document should be directed in writing via email to Bradley Johnson, Chief Business Officer, at bjohnson@rsf.k12.ca.us by the time specified in the above Bid Schedule. After this deadline, the District will not answer, address, and/or review any questions interested Contractor might submit.

- END OF INSTRUCTIONS TO BIDDERS -

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Electronic Access Control System

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following **TOTAL BID PRICE**:

BASE BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District’s Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District’s Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that it is registered with the Department of Industrial Relations (DIR), 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. Bidder's DIR Registration Number is

_____.

Bidder certifies that it is fully certified to sell, install and maintain all system components required in San Diego, California.

Bidder certifies it has a permanent service and support location that can ensure no more than 24 hour service response time, generally, and 90 minutes in-person and on-site response time in the event of emergencies with the Electronic Access Control System.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

OR

_____ No Addenda were issued (initial if applicable)

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached to this Bid Form are the fully executed forms:
 - a. Contractor's Certificate Regarding Workers' Compensation
 - b. Bid Bond Form/Bid Guarantee Form (whichever applicable)
 - c. Designation Of Subcontractors
 - d. Information Required Of Bidders Form
 - e. Asbestos-Free Materials Certification
 - f. Non-Collusion Affidavit
 - g. Workers' Compensation Certification

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the RANCHO SANTA FE SCHOOL DISTRICT, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2019, for Electronic Control Access System Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2019, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

On this _____ day of _____, in the year 2019, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is
subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me
that he subscribed the name of the _____ (Surety) thereto and his
own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Rancho Santa Fe School District or a certified check payable to the order of the Rancho Santa Fe School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	DIR Registration Number

Portion of Work	Subcontractor	Location of Business	DIR Registration Number

Portion of Work	Subcontractor	Location of Business	DIR Registration Number

Name of Bidder _____

Signature _____

Name and Title _____

Date _____

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate. **]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number Telephone Number

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated?: _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address of Agent:

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder’s ability to perform the required Work.

Project Client	Description of Bidder’s Work	Period of Performance	Cost of Bidder’s Work

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet(s), appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the _____
_____ (hereinafter referred to as the "Project"), and submitted it to the **RANCHO SANTA FE
SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of _____
(hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this _____ day of _____, 2019 at _____.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

Title

Subscribed and sworn before me this _____ day of _____, 2019

Notary Public in and for the State of California

My Commission Expires: _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 2019 by and between **RANCHO SANTA FE SCHOOL DISTRICT** ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District 's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **RANCHO SANTA FE SCHOOL DISTRICT** ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 2019 by and between the District and Contractor ("Contract") because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The **RANCHO SANTA FE SCHOOL DISTRICT** ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 2019 ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

The **RANCHO SANTA FE SCHOOL DISTRICT** ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 2019 ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School District Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **RANCHO SANTA FE SCHOOL DISTRICT** (hereinafter referred to as the "District") and

_____ (hereinafter referred to as the "Contractor") for the _____ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations.

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

B. Establishing a drug-free awareness program; and

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this _____ day of October,, 2019 at

_____.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

Title

Subscribed and sworn before me this ____ day of _____, 20__

Notary Public in and for the State of California

My Commission Expires:

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District 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 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 attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, 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 if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District 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 District 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District 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 District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District 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 DISTRICT, when declaring the Contractor in default, notifies Surety of the District'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 thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

On this _____ day of _____, in the year 2019, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is
subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me
that he subscribed the name of the _____ (Surety) thereto and his
own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 2019 has awarded to _____ hereinafter designated as the "Principal," a contract _____ for the _____ work _____ described as _____ follows: _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this 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 herein above 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 herein above described, nor by any rescission or attempted 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 or District and original contractor or on the part of any oblige named in such bond,

but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 2019 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700 in relevant part provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

Bidder Name: _____

Printed Name: _____

Signature: _____

Date: _____

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

REQUEST FOR SUBSTITUTION

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specified Item	Requested Substitute Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied [Circle One]	District Decision [Circle One]
1.			Yes No	Grant Deny
2.			Yes No	Grant Deny
3.			Yes No	Grant Deny
4.			Yes No	Grant Deny
5.			Yes No	Grant Deny
6.			Yes No	Grant Deny
7.			Yes No	Grant Deny
8.			Yes No	Grant Deny
9.			Yes No	Grant Deny
10.			Yes No	Grant Deny

11.			Yes No	Grant Deny
12.			Yes No	Grant Deny
13.			Yes No	Grant Deny
14.			Yes No	Grant Deny
15.			Yes No	Grant Deny
16.			Yes No	Grant Deny
17.			Yes No	Grant Deny
18.			Yes No	Grant Deny
19.			Yes No	Grant Deny
20.			Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request.

If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item. The approval of the substitution request does not mean that the Contractor is relieved of any of Contractor's responsibilities if the Contractor is awarded the Project

Name of Bidder: _____ Printed Name: _____

Signature: _____ Date: _____

APPENDIX A

PLEASE INSERT: a brief narrative that demonstrates Contractor's basic understanding of the project requirements here. Alternatively, Contractor may attach a typed statement in size 12 font or larger, using black ink, and Times New Roman or Ariel font, entitled Appendix A.

APPENDIX B

PLEASE INSERT: a proposed fee schedule and itemized list of products and services to be provided, including breakdown of material and labor costs, and any accompanying warranty and servicing. Alternatively, Contractor may attach a typed statement in size 12 font or larger, using black ink, and Times New Roman or Ariel font, entitled Appendix B.

APPENDIX C

PLEASE INSERT: A description of all applicable warranties for equipment and services. Alternatively, Contractor may attach a typed statement in size 12 font or larger, using black ink, and Times New Roman or Ariel font, entitled Appendix C.

APPENDIX D

PLEASE INSERT: A proposed project schedule.* Alternatively, Contractor may attach a typed statement in size 12 font or larger, using black ink, and Times New Roman or Ariel font, entitled Appendix D.

**The project must be completed, including administration training of the system, by July 26th, 2019. Liquidated damages in the amount of \$500 per day may be assessed if the project is not completed by the specified date.*