















































**APPENDIX 2**

Vendors shall use the appropriate bid forms/templates in this appendix to provide the separate quotations for each 470 item in this RFP

**Bid Form/Template for Internal Connections**

Bid Item <b>470- -10</b>		Internal Connections - Data Cabling (Copper & Fiber), Network Equipment, Server Hardware/Software, etc.				
Item No.	E-Rate Eligible?	Part Number	Description	Quantity	Unit Price Bid	Total Price Bid
1.						-
2.						-
3.						-
					Total	-
				Sales Tax (%)		-
					Subtotal	-
					Shipping	-
			Installation / Labor			-
						-
						-
					<b>TOTAL - Bid Item 470- -10</b>	<b>-</b>

**Notes:**

- 1.
- 2.

## APPENDIX 3

### E-Rate Bid Assessment Worksheet

Page \_\_\_\_\_ of \_\_\_\_\_

Funding Year 2010

Project or Service Description

470- -10

#### Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Raw Score**		Weighted Score***		Raw Score**		Weighted Score***		Raw Score**		Weighted Score***		Raw Score**		Weighted Score***	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score				
Prices/Charges																	
Prior Experience																	
Use Subcontractor (NO=5, YES=1)																	
Responsiveness																	
Personnel Qualification																	
Overall Ranking																	

Vendor Selected:  
 Approved By:  
 Title:  
 Date:

Bid Assessment Comments, if needed:

Notes:  
 \* The weight of each criteria shall be determined by AESD prior to the opening of the bid. Percentage weights must add up to 100%. **Price must be weighted the heaviest.**  
 \*\* Evaluated on a scale of 1 to 5: 1=worst, 5=best. 3=unknown/undecided (except for "Prices/Charges" & "Use Subcontractor")  
 \*\*\* Weight x Raw Score

## GENERAL CONDITIONS

### PREPARATION OF BIDS

1. Before submitting a bid, each bidder is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidders risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each bidder must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.
2. In order to be considered for award, bids must be returned on forms furnished by the Atwater Elementary School District (AESD). Failure to do so will disqualify the bid. **Return two copies (the original plus one copy) of all bid pages and additional information or supporting documentation. Please return two signed copies of the "Agreement" for each 470 bid.**
3. It is the total responsibility of the bidder to return the bid to the place called for, by the deadline. No bid or modifications received after the time specified in this Invitation to Bid will be considered for award. The AESD District Office is closed on weekends and holidays and cannot receive bids during these times.
4. Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.
5. All information requested of the bidder shall be entered in the appropriate space on the form. Corrections, if necessary, must be initialed by the person signing the bid, in the margin adjacent to the correction. All bids shall be signed in longhand in blue ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents may cause rejection of the bid.
6. Unless otherwise requested by the AESD, all items supplied pursuant to this bid shall be new and unused.

**APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "NO-SUB" ITEMS**

1. Vendors may propose to furnish alternatives or substitutes for a particular item specified in the RFP Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Vendor certifies to the AESD in writing that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the AESD that the use of the substitution or alternative is appropriate and will not result in an increase to the Contract Price. The Vendor shall submit engineering, construction, dimension, visual, aesthetic and performance data, and samples if requested by/to the AESD to permit proper evaluation of the proposed substitution or alternative. If requested by the AESD, Vendor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the AESD deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Vendor shall not provide, furnish or install any substitution or alternative without the AESD's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining AESD review and final action of the same shall be subject to removal and immediate replacement with the specified item(s) in the RFP. The AESD decision evaluating the Vendor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Vendor and which is accepted by the AESD; provided, however, that in the event a substitution or alternative accepted by the AESD and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Vendor's furnishing and/or installation of such approved substitution or alternative. The Vendor shall be solely responsible for all costs and fees incurred by the AESD to review a proposed substitution or alternative, including without limitation fees of the AESD, of any AESD consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Vendor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Vendor's review and approval of any proposed substitution or alternative and all engineering and performance

data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Vendor prior to the date of the FIRST AESD "site walkthrough" as specified herein. Any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Vendor, Material Supplier or Manufacturer..

## **PRICES**

1. All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.
2. Prices shall remain firm and in effect for a minimum of one hundred eighty (180) days after the date of the E-Rate 2009 Funding Commitment Decision Letter, unless a longer period is specified by the vendor (if so, specify on bid forms).

## **CASH DISCOUNTS**

1. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the AESD shall be in no case less than twenty (30) days. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the AESD, but such discounts shall not be considered for the purpose of bid evaluation.
2. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the AESD Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the AESD warrant.

## **ADDENDA AND CHANGE ORDERS**

1. If any bidder finds discrepancies in, or omissions from the bid documents, he/she may submit a written or faxed request for clarification or correction thereof. A copy of the request for clarification and the response thereto

will be mailed or faxed to all bidders. The AESD fax number is (209) 357-6163.

2. Changes in the bid documents shall be made by addenda and processed through AESD Purchasing. AESD will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.
3. No changes in the bid documents will be made by AESD staff when notice of said change in bid documents is received by the AESD office less than six (6) business days before the formal close of bidding.

#### **RENEWAL OF ONGOING SERVICE**

1. The AESD reserves the right to renew ongoing service for telecommunications, pagers, and wireless service for up to two (2) years following the initial agreement. Such renewal shall be in writing, and subject to availability of funds in subsequent years.

#### **ACTUAL CONDITIONS**

1. VENDOR shall be responsible for examining actual site(s) and certify all measurements, specifications, and conditions affecting the work to be performed at the site(s).
2. By submitting a bid, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.
3. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

#### **DELIVERY / RISK OF LOSS OR DAMAGE**

1. Unless otherwise requested all items supplied to the AESD shall be bid F.O.B. destination (U.C.C. 2-319 (1). a.). The bidder is required to absorb all delivery costs. The AESD shall not be liable for any delivery, storage,

demurrage, packing, or freight charges involved in the shipment of the item(s).

2. The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.
3. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the AESD.

#### **TAXES**

1. State and local taxes and all other applicable taxes are to be included in bids.

#### **LIABILITIES**

1. The Vendor shall save, defend, hold harmless, and indemnify the AESD against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, or any employee, agent, or representative of Vendor.
2. The Vendor shall hold the AESD, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at their own expense, any and all actions brought against the AESD or themselves because of unauthorized use of such articles.

#### **INSURANCE**

1. The vendor agrees to maintain insurance adequate for protection from claims under Workers Compensatory Acts, and from claims for damages

for personal injury, including death and damage to property, which may arise from operations under the contract.

2. The VENDOR shall not allow any employee or agent to commence work on this contract or any subcontract until the insurance required of the VENDOR or agent has been obtained.

#### **DEFAULT BY BIDDER**

1. In case of default by bidder, the AESD may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the AESD. Prices paid by the AESD shall be considered the prevailing market price at the time such purchase is made.
2. Default by the bidder may be sufficient cause to remove bidder from the approved Vendor list for subsequent bids.
3. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

#### **ATTORNEY FEES / LEGAL FORUM**

1. In the event that suit or action is brought by either party in this contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.
2. The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction IN CLOSEST PROXIMITY to Merced County, California.

## ASSIGNMENT OF CONTRACT

1. The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the AESD and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.
2. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code and shall also be subject to deductions for liquidated damages if liquidated damages have been assessed.

## WARRANTY

1. The Vendor warrants that the services and items provided shall be merchantable within the meaning of Articles 2313-2317, et. seq. of the California Commercial Code in effect on the date of this offer. In addition to all warranties which may be prescribed by law, the item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.
2. The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the AESD, they will be free from defects in design.
3. Such warranties for any equipment provided, including warranties prescribed by law, shall run to AESD, its successors, assigns, and customers, and to users of the items, for a period of one (1) year, after delivery, or such longer period as may be prescribed by law or by additional agreement.

## AWARD OF BID

1. The AESD will award bids to the lowest responsive and responsible bidder(s). (P.C.C. 20111). The AESD reserves the right: (1). to award

bids received on the basis of individual items or groups of items, or on the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the AESD, price and other factors considered.

2. The AESD may contract with an acceptable party who is one of the three (3) lowest responsible bidders for the procurement, maintenance, or both, of electronic data-processing systems and supporting software in any manner the AESD deems appropriate (P.C.C. 20118.1).
3. A Purchase Order or written notice of award mailed to or otherwise delivered to the vendor within the time specified shall create a binding contract without further action by either party.

#### **OSHA COMPLIANCE / MATERIAL SAFETY DATA SHEETS**

1. The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

#### **WITHDRAWAL OF BID**

1. Any bidder may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

#### **INSPECTION / ACCEPTANCE**

1. All items provided under this bid shall be subject to inspection and test by the AESD. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the AESD.
2. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the AESD shall have the right to either reject them or to require

- their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the AESD, corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
3. If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the AESD either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost associated with the AESD thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled "Default."
  4. Unless the Vendor corrects or replaces such supplies within the delivery schedule, the AESD may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
  5. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

#### **PERMITS AND LICENSES**

1. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.
2. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.
3. All Vendor's employees will need to submit for fingerprint testing at Vendor's expense. No work by Vendor's employees shall start until the Vendor's employee fingerprints clear.

#### **INVOICES AND PAYMENTS**

1. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the AESD Accounting Office, 1401 Broadway, Atwater, CA 95301-3546. All invoices and packing lists must reference the AESD Purchase Order number.

2. Terms are net 30 days for the portion to be paid by Atwater Elementary School District following acceptance and satisfactory operation of network equipment and services. Atwater Elementary School District is not responsible for portion and payment terms as set out by the Schools & Libraries Division for E-Rate.

#### **BID DOCUMENTS AND SAVINGS CLAUSE**

1. The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, Detailed Quotations for each item 470- tendered, or other supplementary information. If this bid has been transmitted or received via computer or electronic media, bidder warrants that the bid submitted is a verbatim copy of the hard copy bid on file.
2. Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint themselves with the conditions and terms affecting the performance of this contract.
3. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.
4. The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

#### **PREVAILING WAGE**

1. If the CONTRACTOR employs workers and the bid is for a "public project" (i.e., construction) greater than \$1,000 in value, the CONTRACTOR hereby agrees that the project described in this Invitation for Bids is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.
2. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. CONTRACTOR must pay any labor therein described or

classified in an amount not less than the rates specified. Wage rates are available at the Department of Industrial Relations (<http://www.dir.ca.gov/dlsr/main.htm>). However, this does not relieve the CONTRACTOR from paying the latest up-to-date Wage Rates as set forth by the California Labor Code. Specify that all labor provided in this proposal shall be performed in accord with the California Labor Code.

3. During the project, the CONTRACTOR agrees to provide the AESD with certified MONTHLY payroll records for each employee of the CONTRACTOR who worked on the project.
4. The CONTRACTOR understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the AESD until the contract is complete and the AESD is in possession of complete certified payroll records for all work performed by the CONTRACTOR in connection with this contract, and is satisfied that prevailing wages are paid to employees on this project.



**VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

*Labor Code Section 3700:*

"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 in 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, 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 employees.
- (c). For all political subdivisions 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, witch 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 it employees. On or before May 31, 1979, a political subdivision of the State which, on December 3, 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 provision 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 this contract.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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 filed with the awarding body prior to performing any work under this contract).

**CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to *the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990*. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing 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 of the contract or grant, 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 the person's or organization's 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 Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the AESD 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, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

Signature of Authorized Agent or Representative: \_\_\_\_\_

AESD INFORMATIONAL RFP

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and  
TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the AESD's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on AESD-owned or leased buildings, on AESD property and in AESD vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

**WORKPLACE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:

*[Authorized Employee/Agent of Contractor]*

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the AESD, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
  - 1) The installation of a physical barrier at the worksite to limit contact with pupils.
  - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

**CONTRACTOR CERTIFICATION REGARDING  
BACKGROUND CHECKS  
ATTACHMENT "A"**

*(BELOW INCLUDE ALL NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH  
PUPILS)*

AESD INFORMATIONAL RFP

AESD INFORMATIONAL RFP

**\*DESIGNATION OF SUBCONTRACTORS FORM**

**This Form Must Be Submitted With Your BID**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Number

*\*Add Additional copies of this Form if necessary (all copies must be signed).*

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

Bidder/Company Name (dba): \_\_\_\_\_

Bid Preparer (officer/agent completing this bid): \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder (officer/agent completing this bid) Phone \_\_\_\_\_

Bidder/Company Address (dba): \_\_\_\_\_

***By Signing Below, the above Bidder acknowledges that NO subcontractor(s) will be used in any of the projects bid on this RFP:***

\_\_\_\_\_  
(Signature of Bidder)  
Do not sign if sub-contractor have been acknowledged above.

AESD INFORMATIONAL RFP

**BID BOND (THIS IS A REQUIRED FORM).**

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned, \_\_\_\_\_ (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Atwater Elementary School District (hereafter called "Owner") in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing.

**NOW, THEREFORE,**

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached example Agreement form within five (5) days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and/or for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in 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, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

**IN WITNESS WHEREOF,** Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: \_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (if corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

SURETY: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **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:

**LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto ATWATER ELEMENTARY SCHOOL DISTRICT, hereinafter "Obligee", for payment of the penal sum of \_\_\_\_\_ Dollars (\$) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees passed on \_\_\_\_\_, 20\_\_\_\_, has awarded to the Principal a Contract for the Work commonly described as PROJECT IDENTIFICATION: \_\_\_\_\_

WHEREAS, the Principal, on or about \_\_\_\_\_, 19\_\_\_\_, entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond. In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

(Principle Corporate Seal)

Title: \_\_\_\_\_  
(Typed or Printed Name)

(Surety Corporate Seal)

By: \_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
(Principal Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Surety Name)

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

By: \_\_\_\_\_  
(Typed or Printed Name of Attorney-in-Fact)

( ) \_\_\_\_\_  
(Area Code and Telephone Number of Surety)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto ATWATER ELEMENTARY SCHOOL DISTRICT hereinafter "Obligee", for payment of the penal sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

*WHEREAS*, the Obligee, by resolution of its Board of Trustees passed on \_\_\_\_\_, 20\_\_\_\_\_, has awarded to the Principal a Contract for the Work commonly described as PROJECT IDENTIFICATION:

*WHEREAS*, the Principal, on or about \_\_\_\_\_, 20\_\_\_\_\_, entered into a contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

*WHEREAS*, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

*NOW THEREFORE*, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

(Principle Corporate Seal)

Title: \_\_\_\_\_  
(Typed or Printed Name)

(Surety Corporate Seal)

\_\_\_\_\_  
(Principal Name)

By: \_\_\_\_\_  
(Signature)

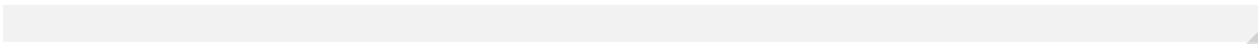
By: \_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety)

By: \_\_\_\_\_  
(Attach Attorney-in-Fact Certificate)

By: \_\_\_\_\_  
(Typed or Printed Name of Attorney-in-Fact)

( ) \_\_\_\_\_  
(Area Code and Telephone Number of Surety)



AESD INFORMATIONAL RFP

**CONTRACTOR'S CERTIFICATE  
REGARDING PAYMENT OF PREVAILING WAGE**

(This certification must be completed if bidding on a "public works project")

Labor Code Section 1771:

"Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general **prevailing** rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general **prevailing** rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works...."

I am aware of the provision of Section 1771 et. Seq. of the Labor Code which require every employer to pay employees prevailing wage for public works projects, in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

The above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

Atwater Elementary School District  
1401 Broadway  
Atwater, CA 95301-3546  
(209) 357-6100 (phone)  
(209) 357-6163 (fax)

**INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the AESD within five (5) calendar days after receipt of notification to contract.

1. General and Automobile Liability Insurance: Certificates of Insurance with all specific insurance coverage set forth below with designation of the AESD as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the AESD and minimum of 30 days' cancellation notice. The additional insured endorsement shall be an ISO CG 20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the AESD.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_  
 (Title) \_\_\_\_\_ (Department) \_\_\_\_\_  
 \_\_\_\_\_  
 (Company) \_\_\_\_\_  
 \_\_\_\_\_  
 (Street Address) \_\_\_\_\_  
 \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_  
 (\_\_\_\_\_) \_\_\_\_\_  
 (Telephone Number) \_\_\_\_\_

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

Per occurrence (combined single limit).....	\$1,000,000.00
Project Specific Aggregate (for this project only).....	\$1,000,000.00
Products and Completed Operations .....	\$1,000,000.00

Personal and Advertising Injury Limit..... \$1,000,000.00

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts .....\$1,000,000.00

Material Hoist where used in amounts.....\$1,000,000.00

Explosion, Collapse and Underground (XCU coverage).....\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

**OFFER TO THE AESD**

*IN COMPLIANCE WITH THE GENERAL CONDITIONS, ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED BY AESD, WITHIN ONE HUNDRED TWENTY (**120**) DAYS FROM THE DATE OF AESD'S PURCHASE ORDER, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.*

VENDOR TO COMPLETE PUBLIC WORKS PROJECTS OR DELIVERY OF MATERIALS, EQUIPMENT, SUPPLIES, AND/OR SERVICES WITHIN **120** DAYS AFTER DATE OF THE AESD PURCHASE ORDER OR ACCORDING TO E-RATE GUIDELINES, WHICHEVER OCCURS FIRST

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME:  
\_\_\_\_\_

TITLE:  
\_\_\_\_\_

COMPANY NAME:  
\_\_\_\_\_

ADDRESS:  
\_\_\_\_\_

CITY/STATE/ZIP:  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

"SPIN" NUMBER: \_\_\_\_\_

“C-MAS” CONTRACT NUMBER: \_\_\_\_\_

AESD INFORMATIONAL RFP

**RETURN ALL BIDS TO:**  
*Atwater Elementary School District*  
*1401 Broadway*  
*Atwater, CA 95301-3546*

*(209) 357-6100 (phone)*  
*(209) 357-6163 (fax)*

AESD INFORMATIONAL RFP

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