



Technology Services Department

REQUEST FOR PROPOSAL (RFP)
DISTRICT WIDE ACCESS CONTROL PROJECT

IMPORTANT: READ ALL CONDITIONS AND INSTRUCTIONS CAREFULLY.
PROPOSALS MUST BE SUBMITTED TO:

EASTSIDE UNION SCHOOL DISTRICT
JOANNE DOWNEN
CHIEF BUSINESS OFFICER
JDOWNEN@EASTSIDEUSD.ORG
44938 30TH STREET EAST
LANCASTER, CA 93535

DUE ON:

AUGUST 9, 2024, BY 1:59 P.M. (PST)



Technology Services Department

TABLE OF CONTENTS

1.	SUMMARY AND BACKGROUND.....	3
2.	PROPOSAL GUIDELINES.....	3
3.	PROJECT PURPOSE AND DESCRIPTION.....	4
4.	PROJECT SCOPE	5
5.	REQUEST FOR PROPOSAL AND PROJECT TIMELINE.....	6
6.	BUDGET	13
7.	BIDDER QUALIFICATIONS	14
8.	PROPOSAL EVALUATION CRITERIA	15
9.	Site List.....	16
10.	Questions and answers.....	16



Technology Services Department

1. SUMMARY AND BACKGROUND

Eastside Union School District is looking to set a new standard of safety and security for all students and staff. We will accomplish this by utilizing modern technology to be able to remotely monitor and secure all our district locations. Our objective is to implement access control for roughly 400 doors across our district. Automatic lock down, Badge/Id card reader access, locksets and electrified strikes, door position sensors, and networked smart door locking software are all things we are requiring for this project.

We are a K-8 district with 7 geographic sites employing 580 staff members serving a total of 3,200 students.

2. PROPOSAL GUIDELINES

To be considered Proposals must contain the following.

1. Company Name.
2. 3 references of projects completed.
3. Estimated time of completion.
4. Acknowledgment of after-student hours work schedule 3:30-10:30 pm PST or non-student days. No exceptions.
5. Total overall cost for all services, materials, and hardware combined itemized with explanation. All costs must be itemized to include an explanation of all fees and costs.
6. Bid Form
7. Bid Bond
8. Subcontractor Listing
9. Non-Collusion declaration
10. Request for Substitutions of materials a minimum of TEN (10) calendar days prior to bid opening.
11. Bidder's qualifications
12. Proof of Insurance
13. DIR Registration Number
14. Certification of Prevailing Wages
15. Performance and Payment Bonds form submitted with RFP
16. Acknowledgement of Addendum

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 1:59 PM on August 9, 2024. Any proposals received after this



Technology Services Department

date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include the name and description of the organizations being contracted.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by Eastside Union School District legal department and will include scope, budget, schedule, and other necessary items pertaining to the project.

3. PROJECT PURPOSE AND DESCRIPTION

The purpose of this project is as follows:

The purpose of this project is to automate access to all points of entry and all classroom environments. Bringing smart technology by way of automatic lock down features, access schedules, entry point status, and Card reader technology at all entry points.

Project Description:

Roughly 400 doors will need to be electrified with automatic locking mechanisms (locksets and electrified strikes), card reader access, and door position sensors (DPS). There will need to be smart controls as well as real-time reports showing what doors are open and closed at a moment's notice. With the ability to lock doors at the push of a button. Control center application software for each of the 7 sites is required in one software application dashboard.

1. All perimeter entry/ Classroom entry doors require Door position sensors, access card readers, electrified locking hardware. Request to exit, hold open, force.
2. All through way doors require DPS, access card readers, and electrified locking hardware. Request to exit, hold open, force.
3. All emergency exits require DPS and storeroom function locking hardware.
4. All cabling/conduit must be heavy duty vandal resistant.
5. Exposed wiring is last resort only in case where there is no other acceptable option.
6. All Panels must be mounted in secure locations that are easy to service.



Technology Services Department

4. PROJECT SCOPE

1. Comprehensive assessment of all sites to be performed during mandatory site walk utilizing as-built plans to be provided to all site walk attendees, upon request of attendee.
2. Identify Cable runs above the ceiling. Identify panel mounting locations, Identify RF card reader mounting locations, door frames, and door locks needing electrification totaling roughly 400 doors.
3. Identify network runs back to applicable IDF's.
4. All identified doors must be retrofitted to accommodate new electrified and or locking hardware unless deemed impossible on a case-by-case basis. To be discussed with EUSD M&O and IT department when such door hardware has been identified as impossible to retrofit.
5. All cabling must be hidden from view unless structurally impossible.
6. All hardware and cabling in view must be armored and vandal-proof up to or above ceiling intrusion where the conduit is no longer visible.
7. All overhead cable runs must be secured via J-hooks within ceiling-above-ceiling tiles. No cables are permitted to lay or rest on ceiling tiles.
8. Plenum-rated cable is required for any fished or pulled cable runs.
9. Any damage to walls and/or surfaces related to installation must be repaired. EUSD Maintenance department will provide the necessary paint for color match purposes.
10. All conduits must be color-matched to the surface it is attached or secured if visible or not hidden from view.
11. Must workaround in-place structure utilizing in-place pathways whenever possible, new pathways are permissible if no alterations or modifications to the building framing or architecture are incurred. No alterations to support structure or architecture are permitted.
12. Any door frame replacement deemed necessary will be noted and assigned to EUSD maintenance department to be repaired outside of this project as routine maintenance.
13. All hardware must be hardwired, wireless may be approved on a case-by-case basis. To be discussed with EUSD M&O and IT department when no other option is identified.
14. All electrified doors must fail over to the locked position in the event of a power outage.
15. All Entry and throughway doors must have electrified locks and strikes, access readers, and door position sensors.
16. All electrified locks must have heavy-duty locking hardware.
17. All emergency exits must have Door position sensors with storeroom function locking hardware. Emergency exits are not considered entry/throughway doors and do not require electrification.



Technology Services Department

18. All doors with electrified locks must have a request to exit, hold open, and force to open function.
19. All Access readers must be placed in an area that will not be covered or hit by a propped open door. All-access readers must be placed in an area that does not interfere with any existing fire alarm or pre-existing burglar alarm hardwire or wiring. All exterior access readers must be weatherproofed/sealed to prevent intrusion of water or any unforeseen natural elements. Any damage to exterior or interior finishes due to installation of access readers shall be repaired by Contractor to original condition and quality of finish.
20. All required panels must be mounted either above the ceiling or in IDF hidden from view and in a serviceable location.
21. Any damage to ceiling tiles or ceiling incurred during installation must be returned to the original condition.
22. All sites must have a physically mounted emergency lockdown button located in the main entryway office in close proximity to the office manager's desk.
23. Create a Hardware list utilizing Verkada (or equal) access control products or comparable quality and function broken down by site, with total cost per site and total cost overall.
24. Create a labor/materials list broken down by site, with total cost per site and total cost overall.
25. Provide a timeline of Installation and Testing broken down by site.
26. Perform all labors and services necessary to provide a turnkey solution, and all doors tested and verified functional within the online access control application. Provide online access control application training to EUSD-designated staff.
27. **Mandatory work schedule 3:30-10:30 pm PST Monday – Friday or 7:30 am to 10:30 pm on non-student days. No exceptions.**

5. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 1:59 pm PST, August 9, 2024. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Start date contingent on contract signing and hardware requisition, taking no longer than 12 months for total project completion from start date.

**Mandatory Job Walks Each Day starting 8 AM to 3PM:
All candidates must be present at start of walk to be considered**



Technology Services Department

(Lunch Break from 12PM to 1PM)

Eastside Elementary: July 1

Cole Middle School: July 2

Enterprise Elementary: July 3

Columbia Elementary: July 5

Tierra Bonita Elementary: July 8

District Office and Community Center: July 9

Sealed Bids Accepted Until: August 9, 2024, at 1:59 pm

Sealed Bids will be open in a public forum: August 9, 2024, at 2:05 pm

Sealed Bids delivered to 44938 30th St. East Lancaster, CA. 93535 in person or by Federal Express, UPS or USPS. Sealed Bids must be stamped by the district time clock no later than August 9, 2024, 1:59 pm.

If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within SEVEN (7) calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and the proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. By submitting a bid, Bidder agrees that calculation of the damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration may be deemed non-responsive and may not be considered.

Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall either: 1) submit a bid on a filled-out Bid Form and Proposal in the form as provided by the



Technology Services Department

District, or, 2) may submit a bid that is on a retyped, word-processed version of the Bid Form and Proposal so long as the retyped or word-processed Bid Form and Proposal (and other documents) do not materially deviate from the content of the District's forms and clearly set forth all required information in a format that is substantially identical to the format of the District Bid Form and Proposal. Bids submitted on a retyped or word-processed version of the Bid Form and Proposal that materially deviate from the content of the District's forms may be deemed non-responsive and may not be considered.

The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract 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. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request from the California Department of Industrial Relations. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

Submission of a Bid by Bidder signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder thoroughly understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers



Technology Services Department

necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- d. Bidder has given the district prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the district is acceptable to Bidder.
- e. Bidder has made a complete disclosure in writing to the district of all facts bearing upon any possible financial interest, direct or indirect, that Bidder believes any representative of the district or other officer, or employee of the district presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof.
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely on, the accuracy of limited types of information.
 - i. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or



Technology Services Department

any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

h. Conditions Shown in Reports and Drawings Supplied only for Informational Purposes:

i. These reports and drawings are not Contract Documents and, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

1. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as- built" drawings. The document entitled Existing Conditions applies to all supplied "as- built" drawings.
2. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
3. Each Bidder shall acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents.
4. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for the Bidder's damages and/or claims related, in any way, to that Bidder basing its bid on any requested substitution that the District has not approved. Contractor and materials suppliers who submit requests for substitutions



Technology Services Department

prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any request for substitution a minimum of TEN (10) calendar days prior to bid opening.
- b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of the substitutions.
- c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
- d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

5.

Bid Protests.

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

- (a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- (c) Each protest shall contain the following:
 - Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.
 - The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the



Technology Services Department

protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.

- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.
- (e) Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.
- (f) Submission of a written protest to and receipt of a written decision from the Owner staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
- (g) The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.
- (h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.
- (i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.
- (j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (k) Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

6. Procedure for Protesting Being Deemed A Non-Responsible Bidder.

Any bidder or prospective bidder deemed non-responsible after having



Technology Services Department

submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all of the following requirements:

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by Owner giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.
- (d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

6. BUDGET

All proposals must include proposed costs to complete the tasks described in the project. All categories must include an itemized breakdown and total overall cost per category.

Project Initiation and Planning

Research/ assessment.

Labor/ Construction

Installation Materials

Verkada products

Door locking hardware.

NOTE: All costs and fees must be clearly described in each proposal.

CONTINGENCY

Contractor shall include in the **Base Bid Amount** a general construction contingency of \$150,000. Contractor shall apply all associated markups, fees, bonds, insurance, etc. with this contingency to be included in their Base Bid Amount. Expenditures of all contingency



Technology Services Department

funds shall be directed by the District on how to be used; any contingency funds not used shall be credited back to the district by a deductive change order.

7. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience with access control, construction, Verkada products
- List of how many full-time, part-time, and contractor staff in your organization
- Examples of 3 or more large-scale access control projects completed preferably in an educational K-12 school campus environment.
- Testimonials from past clients on successful installs
- Anticipated resources you will assign to this project (total number, role, title, experience)
- A full comprehensive testing plan
- Timeframe for completion of the project
- Project management methodology
- Proof of License and bond with comprehensive General liability insurance. Bidder must have at least one (all are not required) of the following Contractor License issued by the State of California: C-7, C-10, C-28.

OTHER REQUIREMENTS:

Proposals should also include the following:

- SB 854 became effective July 1, 2014, and requires contractors to register with the Department of Industrial Relations prior to bidding on public works projects. This registration form is attached. **All contractors and sub-contractors MUST register with the Department of Industrial Relations @ www.dir.ca.gov**
- Prevailing Wage: Proposal will include labor at Prevailing Wage Rates. Proposal will be rejected if Prevailing Wage is not included in price.
- Public Works Contractor Registration Certification: Pursuant to Labor Code sections 1725.5 and 1771.1 all contractor's 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 (DIR). **Proposals will be rejected if vendor is not registered with the DIR**
- Fingerprinting and Employee Background Checks: In circumstances that may involve workers having more than limited contact with students, the District may require that



Technology Services Department

all workers on the project (including without limitation, employees of the bidder and its subcontractors) undergo criminal- history background checks requiring submission of the fingerprints to the Department of Justice. The District may impose other requirements designed to protect the students regardless of whether it requires such criminal history background checks. The vendor to which the District awards a contract for the project shall be responsible for compliance with any and all such requirements of its own forces and by its subcontracted forces.

- A reference list of at least three (3). Please also include the name and contact information for all references.
- Prior to contract, the winning vendor will be required to show evidence of insurance coverage.
- Information concerning any suits filed, judgments entered, or claims made against the vendor during the last five (5) years, with respect to any declaration of default or termination for cause against the vendor with respect to such services. In addition, state whether during the past five (5) years the vendor has been suspended from bidding or entering any public works contract.

All Bids must include Payment and Performance Bond (forms Attached)

8. PROPOSAL EVALUATION CRITERIA

Eastside Union School District will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project.
- Previous work: Bidders will be evaluated on examples of their work pertaining to access control installation as well as client testimonials and references.
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.
- Technical expertise and experience: Bidders must provide descriptions and documentation of staff technical expertise and experience.



Technology Services Department

9.Site List

1. Columbia Elementary School 2640 E Avenue J 4, Lancaster, CA 93535
2. Enterprise Elementary School 3730 E Avenue J 4, Lancaster, CA 93535
3. Eastside Elementary School 6742 E Ave H, Lancaster, CA 93535
4. Tierra Bonita Elementary School 44820 27th St E, Lancaster, CA 93535
5. Gifford C. Cole Middle School 3126 E Avenue I, Lancaster, CA 93535
6. Eastside Union School District offices 44938 30th St E, Lancaster, CA 93535
7. EUSD Community Center / Academy 45006 30th St E, Lancaster, CA 93535

10. QUESTIONS AND ANSWERS:

Submittal Questions shall be submitted by email to:

kklein@eastsideusd.org by 11:59 AM on July 24, 2024

ANSWERS WILL BE PUBLISHED ON THE DISTRICT WEBSITE BY July 30, 4 PM , 2024



Technology Services Department

SECTION 00 10 00

NOTICE TO BIDDERS

Notice is hereby given that the governing board ("Board") of

Eastside Union School District ("District")

will receive sealed bids for the following project

District Wide Access Control Project

RFP# 062024 DWAC

("Project" or "Contract")

1. The Project consists of:
Our objective is to implement access control for roughly 400 doors across our district. Automatic lock down, Badge/id card reader access, locksets and electrified strikes, door position sensors, and networked smart door locking software are all things we are requiring for this project.

Scope of Work:

1. Comprehensive assessment of all sites to be performed during mandatory site walk utilizing as-built plans to be provided to all site walk attendees, upon request of attendee.
2. Identify Cable runs above the ceiling. Identify panel mounting locations, Identify RF card reader mounting locations, door frames, and door locks needing electrification totaling roughly 400 doors.
3. Identify network runs back to applicable IDFs.
4. All identified doors must be retrofitted to accommodate new electrified and or locking hardware unless deemed impossible on a case-by-case basis. To be discussed with EUSDM&O and IT department when such door hardware has been identified as impossible to retrofit.
5. All cabling must be hidden from view unless structurally impossible.
6. All hardware and cabling in view must be armored and vandal-proof up to or above ceiling intrusion where the conduit is no longer visible.
7. All overhead cable runs must be secured via J-hooks within ceiling-above-ceiling tiles. No cables are permitted to lay or rest on ceiling tiles.
8. Plenum-rated cable is required for any fished or pulled cable runs.
9. Any damage to walls and/or surfaces related to installation must be repaired. EUSD Maintenance department will provide the necessary paint for color match purposes.
10. All conduits must be color-matched to the surface it is attached or secured if visible or not hidden from view.
11. Must workaround in-place structure be utilizing in-place pathways whenever possible, new pathways are permissible if no alterations or modifications to the building framing or architecture are incurred. No alterations to support structure or architecture are permitted.
12. Any door frame replacement deemed necessary will be noted and assigned to EUSD maintenance department to be repaired outside of this project as routine maintenance.
13. All hardware must be hardwired, wireless may be approved on a case-by-case basis. To be discussed with EUSD M&O and IT department when no other option is identified.

14. All electrified doors must fail over to the locked position in the event of a power outage.
15. All Entry and throughway doors must have electrified locks and strikes, access readers, and door position sensors.
16. All electrified locks must have heavy-duty locking hardware.
17. All emergency exits must have Door position sensors with storeroom function locking hardware. Emergency exits are not considered entry/throughway doors and do not require electrification.
18. All doors with electrified locks must have a request to exit, hold open, and force to open function.
19. All Access readers must be placed in an area that will not be covered or hit by a propped open door. All-access readers must be placed in an area that does not interfere with any existing fire alarm or pre-existing burglar alarm hardware or wiring. All exterior access readers must be weatherproofed/sealed to prevent intrusion of water or any unforeseen natural elements. Any damage to exterior or interior finishes due to installation of access readers shall be repaired by Contractor to original condition and quality of finish.
20. All required panels must be mounted either above the ceiling or in IDF hidden from view and in a serviceable location.
21. Any damage to ceiling tiles or ceiling incurred during installation must be returned to the original condition.
22. All sites must have a physically mounted emergency lockdown button located in the main entryway office in close proximity to the office manager's desk.
23. Create a Hardware list utilizing Verkada (or equal) access control products or comparable quality and function broken down by site, with total cost per site and total cost overall.
24. Create a labor/materials list broken down by site, with total cost per site and total cost overall.
25. Provide a timeline of Installation and Testing broken down by site.
26. Perform all labors and services necessary to provide a turnkey solution, and all doors tested and verified functional within the online access control application. Provide online access control application training to EUSD-designated staff.
27. **Mandatory work schedule 3:30-10:30 pm PST Monday – Friday or 7:30 am to 10:30 pm on non-student days. No exceptions.**

REQUEST FOR PROPOSAL AND PROJECT TIMELINE

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 1:59 pm PST, August 9, 2024. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Start date contingent on contract signing and hardware requisition, taking no longer than 12 months for total project completion from start date.

Mandatory Job Walks Each Day starting 8 AM to 3PM:

All candidates must be present at start of walk to be considered

- **Technology Services Department**
- (Lunch Break from 12PM to 1PM) Eastside Elementary: July 1 Cole Middle School: July 2 Enterprise Elementary: July 3 Columbia Elementary: July 5
- Tierra Bonita Elementary: July 8 District Office and Community Center: July 9
 - Sealed Bids Accepted Until: August 9, 2024, at 1:59 pm
 - Sealed Bids will be open in a public forum: August 9, 2024, at 2:05 pm
- Sealed Bids delivered to 44938 30th St. East Lancaster, CA. 93535 in person or by Federal Express, UPS or USPS. Sealed Bids must be stamped by the district time clock no later than August 9, 2024, 1:59 pm.

2. To bid on this Project, the Bidder is required to possess the following State of California Contractor License:

B, C-7, C-10, C-28.

Bidder must have at least one (but all are not required)

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

3. Bid and Contract Documents are available at: www.eastsideusd.org
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. All Bids must be sealed in an envelope and marked on the outside of the envelope containing the following:

All Bids shall be address to

JoAnne Downen

44938 30th St. East

Lancaster, CA.93535

With the following information:

1.bid with the name and address of the Bidder,

2.Project name,

3.Bid number

Failure to include sufficient information to identify the Bidder, by including the Bidder's name or address, may result in the rejection of the Bid. Each Bid must receive a time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below in paragraph 6.

6. Sealed Bids will be received until:

1:59 p.m., PDT, August 9, 2024

at Eastside Union School District Office, 44938 30th St E, Lancaster, CA 93535

Any bid that is submitted after 1:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, shall be non-responsive and returned to the bidder. Bids received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be received by the District no later than 1:59:59 p.m. PDT, August 9, 2024 as determined by the District's official bid clock located in the lobby of the District Office and as indicated by the time stamp placed on the Bid by a District employee when the Bid is received. Any bid received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery after 1:59:59 p.m. PDT, shall be non-responsive and returned to the bidder. Failure to timely deliver a bid that is attributable to the carrier shall not constitute an excuse for untimely delivery. Bids transmitted via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be placed in a separately sealed envelope inside of the Federal Express, United Parcel Service (UPS), or United States Postal Service package. Failure to include all required documents may render the bid non-responsive. Those bids timely received shall be publicly opened and read aloud at 2:05 p.m. on May 20, 2024 at the District Office. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

062024 DWAC
District Wide Access Control Project

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The Eastside Union School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, for work as described in the Contract Documents for the following project ("Project" or "Contract"):

062024 DWAC
District Wide Access Control Project

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and submit all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. (See Paragraph 10, Instructions to Bidders). Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Form and Proposal
 - b. Bid Bond
 - c. Designated Subcontractors List
 - d. Non-collusion Affidavit
 - e. References
 - f. Payment Bond
 - g. Performance Bond
 - h. Any and all addenda to any of the above documents
5. Bidders must submit with their Bids a bid bond by an admitted surety insurer, of not less than ten percent (10%) of amount of base Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00150 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary and compliant bid security will be deemed non-responsive and will not be considered.

062024 DWAC
District Wide Access Control Project

- a. Presumption of Surety Qualifications
Each bidder is required to furnish, and file with the District, a Certificate-In-Fact, to be submitted in notarized form stating the bidder has the assurance that his Surety is qualified to do business in the State of California and also meets the requirements of the Code of Civil Procedure 995.660. This document is titled "Surety Information" and is provided with the Contract Documents.
6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may collect on the Bid Bond and the proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. By submitting a bid, Bidder agrees that calculation of the damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine, and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration may be deemed non-responsive and may not be considered.
9. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
10. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall either: 1) submit a bid on a filled out Bid Form and Proposal in the form as provided by the District, or, 2) may submit a bid that is on a retyped, word-processed version of the Bid Form and Proposal so long as the retyped or word-processed Bid Form and Proposal (and other documents) do not materially deviate from the content of the District's forms and clearly set forth all required information in a format that is substantially identical to the format of the District Bid Form and Proposal. Bids submitted on a retyped or word-processed version of the Bid Form and Proposal that materially deviate from the content of the District's forms may be deemed non-responsive and may not be considered.
11. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract 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. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request from the California Department of Industrial Relations. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

062024 DWAC
District Wide Access Control Project

12. Submission of a Bid by Bidder signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
- a. Bidder thoroughly understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible financial interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
 - f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
 - g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants,

062024 DWAC
District Wide Access Control Project

and Contractor may only rely on, the accuracy of limited types of information.

- i. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
- ii. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied only for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - i. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - ii. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents.
 - iii. These reports and drawings are not Contract Documents and, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
- 13. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as- built” drawings. The document entitled Existing Conditions applies to all supplied “as- built” drawings.
- 14. All questions about the meaning or intent of the Contract Documents are to be directed to Joseph Monfreda at 19sixArchitects, jmonfreda@19six.com , (805) 592-1471. Questions must be received no later than FIVE (5) days prior to the scheduled closing date for the receipt of Bid Proposals. Only answers to Bidders’ questions that have been posted by the District by means of formal written Addenda from the District will be valid and binding. Oral and other interpretations or clarifications will be without legal effect.

062024 DWAC
District Wide Access Control Project

15. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
16. Each Bidder shall acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents.
17. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder basing its bid on any requested substitution that the District has not approved. Contractor and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any request for substitution a minimum of TEN (10) calendar days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of the substitutions.
 - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
18. All Bids shall be sealed in an envelope, and marked on the outside of the envelope containing the bid, with the name and address of the Bidder, the Project name, Bid number, date and time of bid opening. Each Bid must receive a time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below. Bids will be received as indicated in the Notice to Bidders.

Sealed Bids will be received until

10:59:59 p.m., PDT, February 22, 2022
at Eastside Union School District Office, 44938 30th St E, Lancaster, CA 93535

Bid submitted after 10:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, and as indicated by the time stamp placed on the Bid by a District employee when

062024 DWAC
District Wide Access Control Project

the Bid is received, shall be non-responsive and returned to the bidder.

19. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
20. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
21. Prior to the execution of the Agreement, the successful Bidder shall be required to attend a post-bid interview and contract award meeting with the District.
22. Time for Completion: District may issue a Notice to Proceed within 10 calendar days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within:

Ninety (90) calendar days following the Notice to Proceed

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this TEN (10) calendar day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a TEN (10) calendar day period.
23. The Bidder to whom Contract is awarded shall execute and submit the following documents by 4:00 P.M. of the SEVENTH (7TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit the following documents entitles District to reject the bid as non-responsive.
- a. Agreement: Must be executed by successful Bidder.
 - b. Performance Bond (100%): On the form provided
 - c. Payment Bond (100%) (Contractor's Labor & Material Bond): On the form provided
 - d. Insurance Certificates and Endorsements as required
 - e. Workers' Compensation Certification
 - f. Prevailing Wage and Related Labor Requirements Certification
 - g. Drug-Free Workplace Certification.
 - h. Tobacco-Free Environment Certification.

062024 DWAC
District Wide Access Control Project

- i. Hazardous Materials Certification.
 - j. Lead-Based Paint Certification.
 - k. Criminal Background Investigation/Fingerprinting Certification.
 - l. Non-Discriminatory Employment Practices Certification
 - m. Any and all addenda to any of the above documents.
24. Any Bid Appeal by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the FIFTH (5TH) calendar day following the date of the notification of the intent to award. Bid Appeals shall be submitted via email to ebenedetti@eastsideusd.org and shall meet all of the requirements listed below.
- a. Once District staff has evaluated the bid proposals received and has determined the lowest responsive and responsible Bidder for award, a notification of the intent to award will be issued and sent to all bidders.
 - b. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the Bid Appeal is upheld, is eligible to submit a Bid Appeal. Subcontractors are not eligible to submit Bid Appeal. A Bidder may not rely on the Bid Appeal submitted by another Bidder.
 - c. A Bidder may appeal the District staff determination if the Bidder believes that the recommendation of intent to award is inconsistent with Board policy, the Bid's specifications, or was not in compliance. All Bid Appeal requests must be filed in writing with the Superintendent or designee within FIVE (5) calendar days after the date of the notification of the intent to award.
 - d. The Bidder shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Bid Appeal request. The Bid Appeal must refer to the specific portions of all documents that form the basis for the Bid Appeal. A Bidder's failure to file the Bid Appeal documents prior to the Bid Appeal deadline shall constitute a waiver of the Bidder's right to file a Bid Appeal of the award of the contract.
 - e. The Superintendent or designee shall review the documents submitted with the bidder's claim and render a decision in writing. The Superintendent or designee may convene a meeting with the Bidder to attempt to resolve the Bid Appeal. Bidder shall attend the meeting when requested and may not delay the meeting.
 - f. The Bidder may appeal in person the Superintendent or designee's decision to the Board. The Superintendent or designee will provide twenty-four (24) hour notice via email to the Bidder of the time for Board consideration of the Bid Appeal. The Board's decision shall be final.
 - g. The Bid Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party.

062024 DWAC
District Wide Access Control Project

- h. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of a Bid Appeal. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Appeal, including filing a Government Code Claim or instituting legal proceedings.
25. Evidence of Responsibility Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's construction experience, and their organizational capacity available for the performance of the Contract.
- District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to evaluate the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; and the District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.
- Information regarding the bidder's previous experience on similar school projects, experience on Public Work projects overall, a summary of performance history and references is required to be submitted with the Bid. Please provide the contact / source information on the "References" form included within the Bid Documents.**
26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
28. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF SECTION

062024 DWAC
District Wide Access Control Project

BLANK PAGE

SECTION 00 14 00

BID FORM AND PROPOSAL (submit with Bid)

To: Governing Board of Eastside Union School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of

**062024 DWAC
District Wide access control Project**

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____ BASE BID
--

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The Contract will be awarded to the Bidder determined by the District as the lowest responsible bidder.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the Architect before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged. Bidder specifically acknowledges that liquidated damages for this project are **Seven Hundred Fifty Dollars (\$750)** per calendar day.
6. The undersigned acknowledges that five percent (5%) retention is required for this project and agrees thereto.

7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

8. The following documents are attached hereto:

- a. Bid Bond on the District's form or other security
- b. Designated Subcontractors List
- c. Non-collusion Declaration
- d. References
- e. Prevailing Wage and Related Labor Requirements Certification
- f. Any and all addenda to the above documents

9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the

Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF SECTION

062024 DWAC
District Wide Access Control Project

SECTION 00 15 00

BID BOND (*Submit with Bid*)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"), and
_____ as Surety ("Surety"), a
corporation organized and existing under and by virtue of the laws of the State of California and
authorized to do business as a surety in the State of California, are held and firmly bound unto the
EASTSIDE UNION SCHOOL DISTRICT ("District") of Los Angeles County, State of California as
Obligee, in the sum of _____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made,
we, and each of us, 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 a bid
to the District for all Work specifically described in the accompanying bid;

062024 DWAC
District Wide Access Control Project

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required
under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters
into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one
guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required
by law, and meets all other conditions to the contract between the Principal and the Obligee becoming
effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract and to file the
required performance and labor and material bonds, and to meet all other conditions to the Contract
between the Principal and the Obligee becoming effective, then this obligation shall be null and void;
otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall
be due immediately if Principal fails to execute the Contract within seven (7) calendar days of the date of
the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay
all costs incurred by the Obligee in such suit, including reasonable attorneys' fees.

062024 DWAC
District Wide Access Control Project

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) calendar days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2021.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

Roofing Project No. 04-2024TB
Bid No. RFP042024TB
Tierra Bonita Elementary School

SECTION 00 16 00

DESIGNATED SUBCONTRACTORS LIST (*Submit with Bid*)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT:
062024 DWAC
District Wide Access Control Project

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list a subcontractor as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder agrees Bidder is qualified to perform and must perform that portion itself or be subjected to penalty under applicable law.

Notwithstanding all other requirements in the Contract Documents, Bidder acknowledges and agrees to comply with and is subject to all applicable provisions of Public Contract Code section 4100, et seq., and all other applicable laws regarding subletting and subcontracting.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

062024 DWAC
District Wide Access Control Project

062024 DWAC
District Wide Access Control Project

SECTION 00 16 00

DESIGNATION OF SUBCONTRACTORS *(Submit with Proposal)*

Name Company Name: _____

<u>Trade</u>	<u>Dollar Amount of Work</u>	<u>Subcontractor Name</u>	<u>Subcontractor City & Telephone Number</u>	<u>License No. & DIR No.</u>
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.

Name of Bidder: _____ Title: _____

Signature: _____ Date: _____

Page _____ of _____

062024 DWAC
District Wide Access Control Project

END OF SECTION

062024 DWAC
District Wide Access Control Project

SECTION 00 30 50

PRELIMINARY MILESTONE SCHEDULE

1.1. PRELIMINARY MILESTONE SCHEDULE

- A. The Preliminary Milestone Schedule indicates planned start and completion dates for significant activities during the construction period. Completion of an activity is considered to be attained when the work of subsequent activities can proceed in accordance with the Approved Contractors Construction Schedule, as that term is defined in the General Conditions.
- B. Contractor will be required to prepare construction schedules for its work in accordance with the General Conditions. The activities that are shown below assume 100% manpower levels. Mobilization, planning, coordinating, layout, gradual man loading, etc., all must occur prior to the activities shown.

1.2. PRELIMINARY START DATE AND DURATION

- A. This work is scheduled to start and complete on the dates indicated herein on Milestone Schedule MS-1.
- B. Section 00110 provides for the holding of bids for a period of time, which could affect the actual start and completion dates to the extent that an award of contract is delayed. Contractor agrees that the timing of the issuance of the Notice to Proceed and commencement date shall not be cause for the recovery of damages or costs. The scheduled dates are predicated on desired start dates and District receipt of all approvals necessary to award the Contract(s) immediately.

1.3. LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of Contractor's work. In the event of failure on the part of a contractor to complete each portion/construction activity/deliverable of its work within the time specified in Milestone Schedule MS-1 including the Approved Contractors Construction Schedule and in complete accordance with the Contract Documents, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, for each calendar day past the date by which Contractor is required to start or complete each portion/ construction activity/deliverable of its work in complete accordance with the Contract Documents.
- B. The amount of liquidated damages may vary for deliverables, different milestones, different phases of multiple phase construction, different buildings, different activities, different sites of a single project with multiple sites, where indicated in the Milestone Schedule MS-1.
- C. Liquidated Damages shall be assessed based upon the milestones, construction activities, deliverables and completion date(s) for each of the project, phases, buildings and/or sites specified under Milestone Schedule MS-1 and the Approved Contractors Construction Schedule.
- D. The respective start and end dates for each phase of construction, building, site, construction activity, or deliverable and any associated liquidated damages, will remain independent and may

062024 DWAC
District Wide Access Control Project

be assessed concurrently. The liquidated damages noted on the Milestone Schedule MS-1 will be added together in the case of late start or late completion of more than one activity, phase, building, or site, where applicable (see Paragraph (B), above).

MILESTONE SCHEDULE MS-1 FOR:
PROJECT:
Roofing Project No. 04-2024TB
Bid No. RFP042024TB
Tierra Bonita Elementary School

Milestones/Activities	Dates	Liquidated Damages
Mandatory Pre-Bid Job Walk on site	May 15, 2024 at 1 PM	None
Bid Due Date	May 29, 2024 at 2 PM	None
Questions Due Date	May 20, 2024 by Noon	None
Answers will be published on District website	May 23, 2024 by end of day	None
Submittal of proposed construction schedule, and schedule of values Exhibit	TBD	None
Post-Award Meeting (Optional)	TBD	None
Complete Construction	TBD	\$750.00 per calendar day

END OF SECTION

062024 DWAC
District Wide Access Control Project

DOCUMENT 00 33 30

REFERENCES *(Submit with Bid)*

Bidder Name: _____

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

END OF SECTION

062024 DWAC
District Wide Access Control Project

BLANK PAGE

062024 DWAC
District Wide Access Control Project

SECTION 00 61 00

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the EASTSIDE UNION SCHOOL DISTRICT, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Roofing Project No. 04-2024TB
Bid No. RFP042024TB
Tierra Bonita Elementary School

("Project" or "Contract") which Contract is dated _____, 2021, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ DOLLARS (\$ _____), lawful money of the United States, 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, to:

Perform all the work required to complete the Project, and

Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, 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 and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time

062024 DWAC
District Wide Access Control Project

Surety's obligation shall continue 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 or in any portion of the Contract Documents 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. Further, nothing entered into or agreed to after the date of this instrument shall limit the District's rights or the Contractor's or Surety's obligations under this instrument.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation 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 or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2021.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF SECTION

062024 DWAC
District Wide Control Access Project

SECTION 00 62 00

PAYMENT BOND

Contractor's Labor & Material Bond (100% of Contract Price) (Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Governing Board ("Board") of the EASTSIDE UNION SCHOOL DISTRICT, (or "District") and _____
("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Roofing Project No. 04-2024TB
Bid No. RFP042024TB
Tierra Bonita Elementary School

("Project" or "Contract") which Contract dated _____, 2024, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the Board by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____,
("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____),
lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.