

Southern Kern Unified School District
2601 Rosamond Blvd.
Rosamond, CA 93560
661-256-5000

REQUEST FOR PROPOSAL

SOUTHERN KERN UNIFIED SCHOOL DISTRICT
Video Surveillance System Installation
RFP NO. 2022-01

RFP Timeline	Date
RFP Issued	8/29/2022
Site Walk (If Necessary)	9/6/2022
Last Day to Ask Questions	9/9/2022
District posts Questions and Answers	9/13/2022
RFP Due Date	9/15/2022

LEGAL NOTICE

NOTICE TO VENDORS – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **Southern Kern Unified School District** (herein after referred to as the “District”) of Kern County, California, will receive proposals for:

**Video Surveillance System Installation
RFP NO. 2022-01**

Each proposal is to be in accordance with the format specified by the IT Department, copies of which may be examined and obtained, by written request, to the District IT Department, Southern Kern Unified School District, 2601 ROSAMOND BLVD, ROSAMOND, CA 93560; or may be viewed in the Purchasing website located at <https://www.skusd.k12.ca.us/Page/859>

Each proposal must be filed with the Southern Kern Unified School District IT Department on or before **2:00 p.m., on the 15th of September, 2022**. All proposals shall be submitted separately and sealed in a package plainly marked with the appropriate title for each proposal. Alternative submissions via email will also be accepted. The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of Ninety (**90**) calendar days after the date set for the receipt of proposals.

An optional **Pre-Bid Conference/Job Walk**, at which time interested vendors may acquaint themselves with the District’s requirements/sites in the RFP, is scheduled for **9:00 A.M., on September 6, 2022**; at Rosamond High School, 2925 Rosamond Blvd., Rosamond, CA 93560.

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For Video Surveillance System Installation
RFP NO. 2022-01

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A. PURPOSE

The Southern Kern Unified School District (“District”) purpose for this Request For Proposal (“RFP”) is to solicit proposals from qualified vendors to provide a solution to meet the objective stated in the RFP. The solution is subject to all terms, conditions, and specifications in this RFP. All proposal(s) submitted will be reviewed and chosen based on the matrix included in the proposal documents.

The District reserves the right to procure these services based on the District’s ability to fund their portion of the project.

B. OBJECTIVE

The Southern Kern Unified School District is soliciting quotes for the installation of a video surveillance system consisting of Hanwha video cameras, and Wisenet Wave software. The District has already procured all of the video surveillance equipment. The project consists of installing a total of 68 cameras at Rosamond High School, Rare Earth High School, Abraham Lincoln Independent Study, the District Office, and the Maintenance Yard. The vendor will provide cables and conduit. This includes providing, installing, terminating and certifying Cat 6 OSP cable for cables running outside, and Cat 6 UTP cable for cables running inside. The vendor will configure and optimize cameras within Wisenet WAVE software.

D. REQUEST FOR PROPOSAL (RFP) RESPONSE

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Kern County, CA.

To be considered a Vendor, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of any and all addenda[s] required to be submitted on or before **2:00 p.m., on the 15th day of September, 2022**, to the following address:

Southern Kern Unified School District
Attn: Dan Wexler
2601 Rosamond Blvd.
Rosamond, CA 93560

All proposals shall be sealed in a package plainly marked “***SKUSD Video Surveillance System Installation, RFP NO. 2022-01.***”

The Vendor is required to submit an Original plus three (3) bound copies and one (1) CD copy of the proposal and any required addenda(s). All proposals shall be prepared by and at the expense of the Vendor.

Each proposal submission package should be presented so that it can be readily reviewed and labeled in the following tab order:

A	Proposal Form Cover Sheet, Proposal Form and Proposal
B	Non-Collusion Affidavit
C	Vendor’s Certificate Regarding Workers’ Compensation

D	Vendor's Contractors State License Board # and DIR#
E	Conduct Rules for Vendors
F	References
G	Policy Regarding Source Code
H	Addenda[s]
I	Specifications / Miscellaneous Info. (Indexed by each section – submit a hardcopy with your proposal):

It is the sole responsibility of the Vendor to be sure that the proposal is delivered to the Southern Kern Unified School District Office. Please be advised that if the submittal of the proposal is received in a department other than the District Office, located at 2601 Rosamond Blvd., Rosamond, CA 93560, it is not the responsibility of that department to make sure that the proposal is received in the District Office before the time indicated in the Notice to Vendor's.

Alternative Submission via E-mail:

Contact Information:

Dan Wexler
Director of Technology and Instructional Support
dwexler@skusd.k12.ca.us

Vendor should not assume that their past and/or current experience with the District demonstrates knowledge of the District's current needs or that the Video Surveillance System Installation Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

The District reserves the right to reject any or all responses. The District also reserves the right to waive any minor irregularities or defects in any response shall a waiver be in its best interest. No Vendor may withdraw their proposal for a period of Ninety (**90**) calendar days after the date set for the receipt of proposals.

PROPOSAL SUBMITTED BY FAX ARE NOT ACCEPTABLE.

E. RESPONSE TIMELINE

EVENT	DATE
1. RFP Issued:	August 29, 2022
2. Site Walk (optional)	9:00 A.M., on September 6, 2022
3. Request for Information Deadline:	September 9, 2022 at 2:00 P.M PST
4. District posts questions and answers	September 13, 2022
5. Request for Proposals Due:	September 15, 2022
6. Board Approval:	September 21, 2022

F. REQUEST FOR INFORMATION (RFI) AND/OR CLARIFICATION

Request for information regarding this proposal, must be submitted in writing and to the attention of: *Dan Wexler* via email at dwexler@skusd.k12.ca.us within the timeframe indicated in the response timeline. Questions received after the deadline will not be responded to. The District will not respond to phone inquiries. Questions and responses will be posted on the district's website <https://www.skusd.k12.ca.us/Page/859> in the form of an addendum.

The Southern Kern Unified School District IT Department will not be responsible for RFI's sent to the wrong department, nor will it be the responsibility of the receiving department to forward your request to the District IT Department.

G. PRE-BID CONFERENCE/JOB WALK

An Optional **Pre-Bid Conference/Job Walk**, at which time interested vendors may acquaint themselves with the District's requirements/sites in the RFP's, is scheduled for **9:00 A.M., on September 6, 2022.**, at Rosamond High School, 2925 Rosamond Blvd., Rosamond, CA 93560.

H. REFERENCES

Provide at least three (3) references of similar size and scope, preferably school districts, with the following information:

- Name of Site, address and phone number
- Director of ITS Contract
- Brief description of project, including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP.

I. EVALUATION PROCESS

No commitment will be made to select a Vendor's system solely on the basis of price. Selection will be made on a combination of factors that may include: price; the degree to which the proposed services meet functional and service level requirements; the quality of the service architecture; competence and reputation of the vendor; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded based on certain criteria for a total sum of 100 points. Reference the "Basis Selection" item in the General Terms and Conditions for the breakdown on the points system.

Proposals found to be incomplete may be rejected as non-responsive; and proposal not deemed to be competitive will be rejected.

The District will only consider vendors who have experience installing and configuring a video surveillance system consisting of Hanwha video cameras and Wisenet WAVE software.

The Southern Kern Unified School District may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of proposal.

Basis of Selection

Points will be awarded based on the following for a total sum of 100 points; the vendor with the highest points total will be awarded the RFP:

Factor	Total Points Available
Cost of eligible goods and services	25
Vendor quote meets district's minimum specifications	25
Experience with district	20
References	5
Vendor qualifications/certifications	20
Warranty length and terms	5
Total Points	100

GENERAL TERMS AND CONDITIONS

The following general terms and condition shall govern the submission of proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a proposal, acknowledge and accept these general terms and conditions.

Proposals, which do not comply with instructions, may be eliminated from further consideration. All proposals must contain all forms furnished in this request and be in printed form. Failure to provide and execute all enclosed forms as required may result in disqualification.

1. **Preparation of Proposal Form**

The Southern Kern Unified School District ("District") invites proposals on the attached forms to be submitted at such time and place as is stated in the Notice to Vendors. Proposal shall be submitted on the prescribed proposal forms, completed in full. All proposal items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern.

All proposals shall be submitted in the format stated and in a sealed package bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that his proposal is received in proper time. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any proposal received after the scheduled closing time, for receipt of proposals or after any extension due to material changes, shall be returned to the Vendor unopened.

2. Contractor's License

To perform the work required by this notice, the Contractor must possess a Class **“C-7” or “C-10”** Contractor's License, and the Vendor/Contractor must maintain the license throughout the duration of the contract. If, at time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California such proposal will not be considered.

3. Form and Delivery of Proposal

The proposal shall be made on the proposal form provided, and the complete proposal, together with any and all additional materials as required by the proposal documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the attention of Dan Wexler, at 2601 Rosamond, Blvd., Rosamond, CA, 93560. The proposal must be received on or before the time set forth in the Notice to Vendors. The envelope shall be plainly marked with the Vendor mailing address and the Proposal title: **“Video Surveillance System Installation” and RFP No. 2022-01.** **It is the Vendor's sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals.**

Alternately, proposals can be sent via email to: dwexler@skusd.k12.ca.us.

4. Signature(s)

Any signature required on the proposal forms must be signed in the name of the Vendor and must bear the signature in longhand of the person or person(s) duly authorized to sign the proposal on behalf of the bidder in permanent ink.

5. Modifications

Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposed form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered.

6. Erasures, Inconsistent or Illegible Proposals

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the proposal. In the event of inconsistency between words and figures in the proposal price, the words shall govern. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive.

7. Examination of Contract Documents

Bidders shall thoroughly examine and be familiar with the requirements and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addenda, or the document, and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the proposal.

By submitting a proposal, the prospective Vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment and services to achieve the District's objective.

8. Withdrawal of Proposals

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to so act on behalf of the Vendor. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receipt of proposals.

9. Penalties for Non-Performance

Judgment of non-performance in regard to the system performance shall rest solely with District management. Failure to provide maintenance services in accordance with the requirements specified shall constitute an essential breach of contract and be subject to all applicable remedies of law.

10. Interpretation of Documents

If any prospective Vendor is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the specifications, a written request for interpretation or correction thereof may be submitted to the District.

Note: All questions concerning this proposal must be emailed to dwexler@skusd.k12.ca.us.

The Vendor submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made solely at District's discretion and only by written addendum duly issued by the District and a copy of such addendum will be e-mailed, hand-delivered, U.S. Postal Mailed, overnighted, or faxed to each Vendor known to have received a set of the Request for Proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation be binding on the District. Vendor shall become familiar with the specifications.

SUBMITTAL OF A PROPOSAL WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE VENDOR HAS DETERMINED THAT THE SPECIFICATIONS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT VENDOR IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS; AND THAT THE SPECIFICATIONS FALL WITH AN ACCEPTABLE STANDARD FOR SPECIFICATIONS.

11. Exception/Deviations.

Any exceptions to the requirements and terms in this RFP, including the language in the proposed Agreement, must be included in the proposal submitted by the prospective Vendor. Such exceptions must be segregated as a separate element of the proposal response and noted in the

Cover Letter of the response. Significant exceptions may remove the prospective Vendor from further consideration.

12. Data

The district provides information herein to assist Vendors in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Vendor to rely solely on the accuracy of the information in submitting their proposal.

13. Award of Contract

The Southern Kern Unified School District will be the sole judge of the quality, methodology, and suitability of the service offered by the Vendor in the proposal. Pursuant to State of California Public Contract Code Section 20118.2, the award of the contract, if made by the District, will be by action of the governing board and be made to the Vendor whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the District with price and all other factors considered. Low bid does not constitute an award.

The District reserves the right to reject any or all proposals without identifying the cause of such rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that an agreement will be awarded to any prospective Vendor responding to this Request for Proposal. The District also reserves the right to award its total requirements to one Vendor, or to apportion those requirements among several vendors, as the District may deem to be in its best interests. The District reserves the right to negotiate with other than the selected Vendor should negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

14. Vendor References and Information

The District expressly reserves the right to reject the proposal of any Vendor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Vendor poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner. In performing the above-described determination, the District reserves the right to utilize all possible sources of information in making its determination, including, but not limited to: inquiries to regulatory state boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Vendor has previously performed work, reference checks and examination of all public records.

15. Workers' Compensation

In accordance with the provisions of §3700 of the Labor Code, Vendor shall secure the payment of Compensation to his employees. Vendor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §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 the code, and I will comply with such provisions before commencing the performance of the work of the contract." The form of such certificate is included as part of the proposal documents.

16. Non-Collusion Affidavit

The Vendor is required to submit an Affidavit of Non-collusion with their proposal. This form is included with the proposal documents and must be signed under the penalty of perjury, dated and notarized.

17. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition or marital status.

18. Hold Harmless

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arises from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this proposal.

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

19. Vendor's Proposal Costs

The Vendor shall solely bear any costs incurred: to prepare and submit a proposal in response to this RFP; to negotiate with the District regarding any matter related to this proposal; by the Vendor prior to the date of award. Vendor shall not include any such costs as part of the price as proposed in response to this RFP.

20. Vendor Inquiries

All questions and/or clarifications regarding the submission and/or technical specifications regarding this proposal must be submitted in writing to the attention of Dan Wexler via e-mail at dwexler@skusd.k12.ca.us. All requests for information or requests for clarifications must be submitted by the date and time specified in the Response Timeline. Questions and responses will be posted on the district's website <https://www.skusd.k12.ca.us/Page/859> through an addendum. Questions submitted after the deadline will not be responded to.

21. Communications

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

22. Proposal Confidentiality

All proposals received shall remain confidential, to the extent permitted by law until negotiations between the District and Vendor are complete; thereafter, the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification of exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page. The District will consider a Vendor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order. It is understood that the District is subject to the California Public Records Act (Gov. Code Section 6550, et seq.). If a public records request is made to view Vendor's proprietary and confidential information, the District shall notify Vendor of the request and the date that such records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining that disclosure, the District will release requested information on the date specified. All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the Vendor's expense.

23. Notification

Vendors whose proposals are rejected will be notified in writing at the address given in the proposal.

24. Taxes

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

25. Subcontracting Procedure

No performance of the contract or any portion thereof shall be assigned or subcontracted by the Vendor without the expressed written consent of the District. Any attempt by the Vendor to assign or subcontract any performance of the terms of this contract without the expressed written consent of the District will constitute a breach of this contract. Whenever the Vendor is authorized by the District to subcontract or assign, he will include all the terms of this contract to each such subcontract or assignment.

Every subcontractor shall be bound by the terms of the contract as far as it is applicable to the performance of the work. Nothing herein shall create any contract between any subcontractor and the District, or any obligation of the part of the District to pay, or see to the payment of any sums to any subcontractor by the Vendor.

26. News Releases

News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of the District's Superintendent.

27. Disposition of Proposal

All materials submitted in response to this request for proposal will become the property of the District and will be returned only at the District's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record as subject to the Public Records Act. However, confidential financial information submitted in support of the requirement to show Vendor's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

28. Insurance

Vendor shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

a) **Vendor's Liability Insurance**

- i) Worker's Compensation
- ii) General Liability
 - (1) Injury or accidental death
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
 - (2) Bodily Injury
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
 - (3) Property Damage
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
- iii) Automobile Liability (Any Auto)
 - (1) Combined Single Limit
\$1,000,000.00 Each Occurrence

Such liability insurance policies shall name the District as an additional insured and shall agree to defend and indemnify the District against loss arising from operations performed under the contract.

29. System Performance

Not restricted by any other item, condition, disclaimer, warranty or guarantee, the Vendor represents and warrants that the system will perform the functions described in its product specifications and its proposal and the system will operate in the proposed configuration and the cost set forth.

30. Software Integrated Performance

Within the definition of the system described by the Vendor's proposal and resulting agreement, the vendor acknowledges that the nature of this procurement requires that each component function in accordance with its specification and be integrated and operate successfully with all other components of the system.

31. Cancellation for Insufficient or Non-Appropriated Funds

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

32. Assignment of Contract

The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

33. Binding Effect

This agreement shall inure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

34. Severability

If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

35. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

36. Prevailing Law

In the event of any conflict or ambiguity between these instructions and State and Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements.

37. Governing Law and Venue

The final contract between Vendor and the District shall be assembled and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of the final contract. Venue shall only be with the appropriate state or federal court located in Los Angeles County, California.

38. Acceptance Testing

Acceptance testing will begin when components are installed, the service has been “tuned up,” and the Vendor informs the District that the service is functioning according to specifications and agreed upon service levels.

39. Clarifications and Corrections

The right is reserved, as the interests of the District may require, to revise or amend the RFP Documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Vendors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals. Any clarifications or corrections to the RFP Documents will not be considered valid unless it is provided in writing by the District to all Vendors as a numbered Addendum.

40. Local Account Team

Local account team support must be available and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor’s team and shall have the right to request removal of personnel it considers unsuitable. The Vendor shall not substitute members of its account team without prior written notification to the District. New members assigned to the District’s account team shall have a trail period of three months; during this period, the District may request that the new member be replaced. At the District’s discretion, semi-annual status meetings shall be held with the Vendor’s account team or upon request by the District. These meetings shall include a written problem escalation procedures review as a standard agenda item.

41. Coordination

The Vendor shall coordinate installation schedules with the District and their designated agent(s). The Vendor shall be responsible for placing all service orders with local and long distance telephone companies. The Vendor shall appoint a project manager from the account team. The Project Manager shall be the primary point of contact for the Vendor during the implementation process. The Vendor shall prepare a separate plan for changing the District’s communication services from their vendor(s) as well as establishing new services. If necessary, the Vendor will also coordinate with the District’s support vendor for the PBXs during the installation process. The Vendor’s implementation plan shall be reviewed and approved by the District’s IT team.

42. Notice of Labor Dispute

Whenever Vendor has knowledge that any actual or potential labor dispute may delay the implementation of the services contracted from Vendor, Vendor shall immediately notify and submit all relevant information to the District. Vendor shall insert the substance of this entire clause in any subcontract hereunder.

43. Guarantee

The District requires that the Video Surveillance System components provided by the Vendor shall be guaranteed for a minimum of one (1) year after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction to the District without expense to the District.

44. Warranty

All warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplies or created interfaces and any ancillary product that is purchased from the awarded Vendor. In addition, the awarded Vendor will warrant and guarantee the seamless integration and interface modules proposed herein.

Vendor(s) must warrant that the specifications, capabilities and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent your agreement to these conditions.

45. Vendor Protest

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are compiled with:

- (a) The protest is in writing;
- (b) The protest is filed and received by the District's Supervisor of Purchasing not more than three (3) calendar days following the date of the District selection of the apparent lowest responsible bidder;
- (c) The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Supervisor of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals

46. Vendor Certification Regarding Background Checks

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the District.

47. Conduct Rules for Vendors

Each Vendor/subcontractors, when performing work/services on the Southern Kern Unified School District properties shall adhere to the rules of conduct.

48. Wage Rates, Travel and Subsistence

- (a) Pursuant to Labor Code Sections 1770 et. Seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request, and are also available from the Director of the Department of Industrial Relations website at (www.dir.ca.gov/dlsr/pwd). **The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post and a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.**
- (b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- (c) Holiday and overtime work, when permitted by law, shall be paid at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- (d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. **It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.**

- (e) Job Site Posting (SBX 2-9). On each job site that is subject to compliance monitoring by the Department of Industrial Relations, the Awarding Body shall post or require the prime contractor to post a Notice containing Compliance and Monitoring information.

49. Low Voltage Systems Contractor (C-7 License) or Electrician (C-10 License) – Senate Bill 1362.

Pursuant to the requirements of SB 1362 and CA Labor Code Section 3099.2, all employees performing low voltage work for a general contractor or subcontractor holding a C-7 license must be certified or all employees performing electrical work for a general contractor or subcontractor holding a C-10 license must be certified. If employees working on a project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the general contractor/subcontractor to corrective action up to and including being removed from the project.

50. TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

**SOUTHERN KERN UNIFIED SCHOOL DISTRICT
SPECIAL CONDITIONS**

For

RFP NO. 2022-01

STARTING AND COMPLETION DATES

All work to be done as specified in RFP NO. **2022-01**, will be specified in the District's "Notice to Proceed" letter to the Vendor.

SUSPENSION AND DEBARMENT CERTIFICATION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110— The applicant certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

PREVAILING WAGES & DAVIS BACON WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract. These per diem rates, including holidays and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the contract and to comply with the District's Labor Compliance Program. In accordance with

1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Davis Bacon Act – The Contractor and/or Subcontractor(s) will be required to pay the higher prevailing wage between the State Prevailing Wage Determination and the Davis Bacon Wage Determination for Federal funded projects. Reference the Wage Determination Online.Gov website: <http://www.wdol.gov> for more information.

CERTIFIED PAYROLL RECORDS REQUIRED

- (a) The Contractor and each subcontractor shall maintain Certified Payroll and basic records required under the Labor Code and applicable Industrial Welfare Commission and shall preserve them for a period of three (3) years thereafter for all trade workers working on District project for submittal to the District at times designated in the contract or within ten (10) days upon request. The Contractor shall be responsible for all submittal of payroll records of all its subcontractors. All Certified Payroll Records shall be accompanied by a statement of compliance signed by the Contractor or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the employee conform with the work performed.
- (b) **Certified Payroll Records must be submitted with the pay requests.**
- (c) In accordance with the California Labor Code Section 1776 (g), if the Contractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the State or Political Subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

NOTE: Faxed copies of the Proposal Form or any portion of this bid will not be accepted.

TECHNICAL SPECIFICATIONS

RFP NO. 2022-01

Background

The Southern Kern Unified School District is soliciting quotes for the installation of a video surveillance system consisting of Hanwha video cameras and Wisenet WAVE software. The District has already procured all of the video surveillance equipment. The project consists of installing a total of 68 cameras at Rosamond High School, Rare Earth High School, Abraham Lincoln Independent Study, the District Office, and the Maintenance Yard. The vendor to provide cables and conduit. This includes providing, installing, terminating, and certifying Cat 6 OSP cable for cables running outside, and Cat 6 UTP cable for cables running inside. The vendor will configure and optimize cameras within Wisenet WAVE software.

Ethernet Cabling Guidelines

- All outdoor ethernet cabling should be Cat 6 OSP
- All indoor cabling should be Cat 6 UTP

Project Execution

- Maintain a competent supervisor and supporting technical personnel during the entire installation. Change of supervision during the project is not acceptable without prior approval from the District.
- Furnish and install all materials required for a complete, operational system.
- Perform the work of this specification in accordance with acknowledged professional and industry standards and practices.

SYSTEM WARRANTY

A one (1) year or greater warranty available for the category 6 structured cabling system shall be provided for an end-to-end channel model installation which covers applicant's assurance, cable, connecting hardware, and the labor cost for the repair or replacement thereof.

PRODUCT WARRANTY

The manufacturer of passive data equipment used in a manner not associated with the Systems Warranty must have a minimum one (1) year Component Warranty on all its products. The Product Warranty covers the components against defects in material or workmanship under normal and proper use.

Scope of Work

See Additional documents, Cameras to be Installed and Installation Materials for a list of all equipment to be installed and the installation materials.

Maps and Drawings

See addition document, **Video Surveillance Installation Diagrams**, for drawings that show the camera locations

LOCATIONS (School sites and District locations included in this project):

Rosamond High School

2925 Rosamond Blvd.
Rosamond, CA 93560

Rare Earth Continuation High School

2800 Rosamond Blvd.
Rosamond, CA 93560

SKUSD District Office

2601 Rosamond Blvd.
Rosamond, CA 93560

SKUSD Maintenance Yard

3245 Eagle Way
Rosamond, CA 93560

End of Technical Specification

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

PROPOSAL FORM

FOR

Video Surveillance System Installation

RFP NO. 2022-01

PROPOSAL FORM

TO: _____ **Southern Kern Unified School District,** _____

Acting by and through its Governing Board, herein call the "District":

1. Pursuant to and in compliance with your Notice to Vendor's and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of contract and the cost of the work at the place where the services are to be done and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the services required in connection with the following:

Video Surveillance System Installation

RFP NO. 2022-01

All in strict conformity with the specifications and other contract documents, the undersigned has thoroughly examined any and all addenda(s) issued during the proposal period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda[s]:

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

Bidder to list all addenda[s] (if any) on file at the Southern Kern Unified School District Office.

For the lump sum of:

(in words) _____ (\$ _____)

*Prices must include applicable taxes, fees and licenses.

Signature of Bidder further confirms that the bidder is binding specified product with no exceptions.

2. It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Vendor's - Request for Proposal.
3. Each individual proposal term shall be determined from the specifications, and all other portions of the proposal documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the service: complete system consisting of software, hardware (Vendor required to supply minimum specifications on hardware), installation, data conversion, software customization, training, maintenance and software support, including standard District, State & Federal reports; and bonds and insurances; all as per the requirements of the proposal documents, whether or not expressly listed or designated.
4. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the Video Surveillance System Installation. Internal Connections are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.
5. The required Non-Collusion Affidavit is hereto attached
6. The required Vendor's Certificate Regarding Workers' Compensation is hereto attached.
7. It is understood and agreed that if written notice of intent to award this proposal is mailed, telegraphed, or delivered to the undersigned after the evaluation of proposals within the time this proposal is required to remain open, or at any time thereafter before the proposal is withdrawn, the undersigned will execute and deliver to the District a contract in accordance with the documents as accepted, and that he will also furnish and deliver to the District the Performance and Payment Bond as specified, all within Five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Vendor to proceed, and shall be completed by the Vendor in the time specified in the contract documents.

8. All notices or other correspondence should be addressed to the undersigned at the address stated below.

9. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If Vendor or other interested person is a **corporation**, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a **co-partnership**, state true name of firm, also names of all individual co-partners composing firm; if Vendor or other interested person is an **individual**, state first and last names in full).

11. If the Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation.

12. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's

License Number: _____

License Expiration date: _____

Name on License: _____

Type of License: _____

13. It is understood and agreed that if requested by the District, the Vendor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

I, the below-indicated bidder, declare under penalty of perjury under the laws of the State of California, that the information provided and representations made in the proposal are true and correct.

Name of Bidder Firm– please print

Proper Name of Bidder – please print

Address

By: _____
Signature of Bidder

Date: _____

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

County of _____, _____, being first duly
(Print Name)
sworn, depose and says that he or she is _____ of the party
(Title)

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

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

Dated: _____

Print name

Signature

State of California
County of _____

On _____, before me, _____ (Notary Public), personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

(Signature of Notary)

(Seal of Notary)

**VENDOR’S CERTIFICATE
REGARDING WORKER’S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation 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, 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.

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

Proper Firm Name of Bidder

Proper Name of Bidder – print name

By: _____
Signature of Bidder

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.

CONDUCT RULES FOR VENDORS

Each Vendor/subcontractors, when performing work on the Southern Kern Unified School District properties shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All vendors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement.
5. All vendors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the proposal, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 etc. seq., the Southern Kern Unified SCHOOL DISTRICT is a drug free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any vendor/subcontractors shall not be tolerated.
10. All vendors/subcontractors shall conform to a dress code whereby:
 - (a) No clothing that contains violent, suggestive, derogatory, obscene or racially biased material may be worn.
 - (b) Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any vendor/subcontractors may be sufficient grounds for immediate removal from the job-site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company’s employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Print Firm Name

Signature

Print Name

Title

REFERENCES

Provide at least three (3) current references, which include comparable work that has been performed as specified in RFP NO. 2021-03, preferably school districts utilizing the proposed Video Surveillance System Installation: Internal Connections, include the following information:

1. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

2. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

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3. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

4. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

5. Name of Site:
Name of Director of I.T.S. Contract:

Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

DEBARMENT AND SUSPENSION CERTIFICATION

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 Code of Federal Regulations Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department Agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Southern Kern Unified School District

Name of School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Name of Company

Date

RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

DEBARMENT INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this form/proposal, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposed,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form/proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

AFTER AWARD: AGREEMENT

AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2021, in the County of Kern, State of California, by and between the Southern Kern Unified School District; hereinafter called the District, and _____

_____ herein after call the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK.

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Video Surveillance System Installation

RFP NO. 2022-01

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the District, Architect, Inspector, the State of California and their officers, employees, agents, and Independent Contractor of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 – ORDER TERM AND CONTRACT TERM

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of September 1, 2022 thru September 30, 2023.

Work performed will be for the term of 12 months from the start date of the project.

ARTICLE 3 - TIME FOR COMPLETION.

The work shall be commenced on the date stated in the District’s Notice to Proceed, as specified therein, shall be completed within **120** calendar days from and after the date in such notice.

ARTICLE 4 – CONTRACT PRICE.

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of

_____ Dollars

(\$ _____), said sum being the total amount of the following amounts stipulated in the proposal:

ARTICLE 5 – HOLD HARMLESS AGREEMENT.

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney’s fees or other proceeding based upon such act, omission, or breach

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 – PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 – COMPONENT PARTS OF THE CONTRACT.

The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Vendors – Request for Proposals;
- Information for Bidders;
- Proposal Form;
- Non-collusion Affidavit;
- Vendor’s Certificate Regarding Workers’ Compensation;
- Acknowledgment of Bidding Practices Regarding Indemnity;
- Conduct Rules for Vendors;
- Vendor Inquiry;
- Agreement;
- Contractor Certification Regarding Background Check;
- General Conditions;
- Specifications;
- Addendum(s);
- Drawings

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been dully executed by the above-named parties, on the day and year first above written.

DISTRICT:

CONTRACTOR:

By _____

By

Barbara Gaines, Superintendent

Title:

Authorized Officers
or Agents

(CORPORATE SEAL)

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the awarded Vendor fails to provide the documents required bellow, the District may award the contract to the next responsible and responsive Vendor. All insurance provided by the bidder shall fully comply with the requirements set forth in Item No. 28 of the General Terms and Conditions of the contract documents.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverage’s set forth in Item No. 28 of the General Terms and Conditions, proper Proposal description, designation of the Southern Kern Unified School District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days’ cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be an ISO CG20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the District.

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

Attn :	_____	_____
	(Contact Name)	(Title)

	(Company)	

	(Street Address)	
	_____	_____
	(City)	(State)
	_____	_____
	(Telephone Number)	(Fax Number)

2. **Workers' Compensation / Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverage's and requirements set for in the General Terms and Conditions, minimum of 30 days' cancellation notice, proper Proposal description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverage's and requirements set forth in the General Terms and Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

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

Attn :	_____	_____
	(Contact Name)	(Title)

	(Company)	

	(Street Address)	
	_____	_____
	(City)	(State) (Zip Code)
	(____) _____	(____) _____
	(Telephone Number)	(Fax Number)

Date

Vendor's Firm Name

By: _____
Signature

Title

VENDOR’S/CONTRACTOR’S CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of Vendor]

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 **Southern Kern Unified School District**, 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, Vendor 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: _____, 20 ____

[Name of Vendor]

Signature

By its: _____
Print Name Title

ATTACHMENT "A"

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

SOUTHERN KERN UNIFIED SCHOOL DISTRICT
CONSTRUCTION CONTRACTOR
FORMS AND AGREEMENT

STEP 1 – Employee Verification

**Are you a part-time or full-time employee of the:
Southern Kern Unified School District?**

Yes **No**

- If you responded affirmatively, **STOP**, you cannot be hired as a Contractor. Contact the Southern Kern Unified School District Office immediately for further assistance.
- If you responded negatively, please continue to Step II.

STEP II – Form W-9

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Southern Kern Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

Are you incorporated?

Yes **No**

- If you responded affirmatively, please continue to Step III and disregard Form W-9 (attached).
- If you responded negatively, please complete Form W-9 and continue to Step III.

STEP III – Form 590

As directed by California Revenue and Taxation Code, Section 18662, the Southern Kern Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

**Are you a resident of California, or
Do you have a permanent place of business
in California?**

Yes **No**

All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.

- If you responded affirmatively, please disregard Form 590 (attached).
- If you responded negatively, please complete Form 590.

Signature

Date

Print Name

Title

Phone Number

Name of Company

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