



**MOBILE SURVEILLANCE SYSTEM, SOFTWARE, AND
INSTALLATION FOR SCHOOL BUSES**

Bid No. 1415-14

Contact: Terry Fluent, Director, Purchasing (949) 234-9436

Bid Deadline: Thursday, September 18, 2014, 10:00 a.m., PST
Capistrano Unified School District
Education Center
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road, San Juan Capistrano, CA 92675
949 234-9441

TABLE OF CONTENTS

- I. Notice Calling For Bids
- II. Bid Objective
- III. Instructions For Bidders
 - Bid Preparation
 - Instructions
- IV. Bid Specification Requirements
- V. **Bid Form and Agreement***
 - Bid Price
 - Other Agencies' Purchases
 - Extension Option
 - Signatures (required)
- VI. **Noncollusion Declaration***
- VII. **Information Required of Bidder***
 - General
 - References (signature required)
- VIII. **Certification – Participation of Disabled Veteran Business Enterprises***
- IX. Other Required Documents/Certifications
 - Certification by Contractor Criminal Records Check***
 - Conflict of Interest***
 - Drug-Free Workplace Certification***
 - Tobacco Use Policy***
 - Workman's Compensation Certification***
 - Certificates of Insurance**
 - W-9 Form**
- X. Terms and Conditions

***Must be completed and submitted with bid – No exceptions.**

****May be required by the successful bidder after bid is awarded.**

I. NOTICE CALLING FOR BIDS

District: Capistrano Unified School District

Project: **Bid No. 1415-14**
Mobile Surveillance System, Software and Installation for School Buses

Bid Deadline: **Thursday, September 18, 2014, 10:00 a.m., PST**

Place of Bid Receipt: Purchasing Department
Capistrano Unified School District
Education Center
33122 Valle Road
San Juan Capistrano, CA 92675

Business Hours: 8:00 a.m. to 4:30 p.m. M-F

NOTICE IS HEREBY GIVEN that the Capistrano Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT", will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

To receive the official bid documents and addenda you must register on the District's website: **<http://purchasing-capousd-ca.schoolloop.com/>** Click on **Bids/RFPs**.

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Terry Fluent, Director, Purchasing, at **tfluent@capousd.org**. All requests must be submitted no later than **Thursday, September 11, 2014, 10:00 a.m., PST**. Any requests made after such date shall not be responded to.

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to the bid documents.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of this bid.

DISTRICT reserves the right to reject any or all bids or waive any irregularities or informalities in any bids or in the bidding.

By order of the Governing Board of the Capistrano Unified School District of Orange County.

II. BID OBJECTIVE

The Capistrano Unified School District has installed mobile surveillance systems in some of their bus fleet. The bid process allows the District to standardize equipment, equip District buses that do not have surveillance systems, and set pricing for the year. The purchase of mobile surveillance systems, software and installation will exceed the current bid limits.

The overall objective of this Invitation For Bids is to allow vendors the opportunity to bid a unit price for the mobile surveillance system, software and installation that will meet the District's needs.

Award will be on an all or nothing basis to the vendor submitting the lowest unit prices for the complete system including installation, maintenance and training. Vendor must meet all the terms and specifications. Notwithstanding, the District reserves the right to award the bid as deemed necessary and in the best interest of the District.

III. INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

DISTRICT is used in these documents to mean the Board of Trustees of the Capistrano Unified School District and the area under the Board's jurisdiction.

- A. **PREPARATION OF BID FORMS.** The DISTRICT invites sealed bids on the form attached to be submitted at the time and place stated in the Notice Calling For Bids. Bids shall be submitted on the prescribed Bid Forms, completed in full. All bid 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. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the Bidder.
- B. **FORM AND DELIVERY OF BIDS.** The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the District Office, mailing address:

Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675

Attn: Terry Fluent, Director, Purchasing Department

and received at that office on or before **Thursday, September 18, 2014, 10:00 a.m., PST**, and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope.

1. **It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice Calling For Bids for the opening of bids, the sealed bids will be opened and read aloud at the DISTRICT office.
2. One (1) copy of the Bid Form must be submitted to the Purchasing Department. Be sure that your company name appears on each page of Bid Form and Agreement, Noncollusion Declaration Certificate, Information Required of Bidder Form, Participation of Disabled Veteran Business Enterprise Certification, Certification by

Contractor Criminal Records Check, Conflict of Interest, Drug-Free Workplace Certification, Tobacco Use Policy, and Workman's Compensation Certification.

- C. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY.** The Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. The bid shall be signed under the correct firm name by an authorized officer or person.

The successful Bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of the Bidder's legal entity, the Bidder shall immediately notify the DISTRICT'S Purchasing Department in order that proper steps may be taken to have the change(s) reflected on the contract or purchase order.

- D. **MODIFICATIONS.** Changes in or additions to the Bid Forms, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other DISTRICT documents in this bid which is not specifically called for in the contract documents may result in the DISTRICT'S rejection of the bid as not being responsive to the Invitation For Bids. No oral or telephonic modification of any bid submitted will be considered and a telegraphic or data fax modification may be considered only if the telegram or data fax is received at the DISTRICT office prior to the time and date stated for the bid opening.

- E. **ERASURES, INCONSISTENT OR ILLEGIBLE BIDS.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the Invitation For Bids. Verify your bid before submission, as it cannot be withdrawn or corrected after the bid opening.

- F. **WITHDRAWAL OF BIDS.**

1. Bids may be withdrawn by telegram, by letter or in person by a Bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the Bidder. If withdrawn in person by a Bidder or a representative of the Bidder, the person withdrawing the bid will be required to sign a receipt for the bid.
2. Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in this Invitation For Bids.
3. Any bid security for a withdrawn bid shall be returned at the time of withdrawal.

- G. **INTERPRETATION OF DOCUMENTS.** If any prospective Bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from the specifications, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The Bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by the DISTRICT, and a copy of such addendum will be mailed or delivered to each prospective Bidder receiving a set of the bid documents.

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on the DISTRICT.

- H. **AWARD OF CONTRACTS.** The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible Bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of the governing board and to the lowest responsible and responsive Bidder from among those Bidders responding to the Invitation For Bids. In the event an award is made to a Bidder and such Bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to Bidder, the DISTRICT may award the contract to the next lowest Bidder or release all Bidders.

1. It is the intention of the DISTRICT to award a contract as determined to be in the best interest of the DISTRICT. The right is reserved to reject any or all quotations to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specifications.
2. The DISTRICT does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the DISTRICT.
3. In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the DISTRICT that might result from making more than one award (multiple awards). For the purpose of making this evaluation, it will be assumed that the sum of \$50 would be the administrative cost to the DISTRICT for issuing and administering each contract awarded under this invitation, and individual awards will be for the items and combination of items, which result in the lowest aggregate price to the DISTRICT, including administrative costs.

- I. **ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be a one time cost of approximately **\$330,000**. On-going annual cost of approximately **\$2,000**. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual

requirements throughout the contract period.

- J. **PRICING.** Prices must be stated for the unit items specified hereon. Bid on each item separately. Award may be made on the basis of total price as well as other factors previously noted.
1. Do not include Sales Taxes in the bid. Sales Taxes will be added at time of order. The DISTRICT will only pay State Sales and Use Tax; however, California Use Tax will be paid to out-of-state only when their permit number is shown on both their bid and invoices.
 2. The DISTRICT is exempt from payment of Federal Excise Taxes, and will furnish vendor with a tax Exemption Certificate if requested. **DO NOT INCLUDE ANY FEDERAL EXCISE TAXES IN YOUR BID.**
 3. If any new or additional taxes were not in effect at the time of the bid but are in effect prior to delivery of bid items, the DISTRICT shall pay such taxes.
 4. During the period of delivery under a contract resulting from this bid, if the prices of the items decrease, the DISTRICT shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to the DISTRICT exceed the prices under which the bid was awarded. The DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Bidder to any other school district or any other State, County, municipal or local governmental agency in Orange County or other California Counties for the materials/equipment listed on the bid.
- K. "NO BID." Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid."
- L. **AMENDMENTS.** Bidders are advised that the DISTRICT reserves the right to amend the requirements of this Invitation For Bid prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all Bidders known to have received a copy of the Invitation For Bid. If in the judgment of the DISTRICT the change is of such nature that additional time is required for Bidders to prepare their bids, the DISTRICT will change the date of the bid opening and notify all Bidders in writing of the new date.
- Bidders must acknowledge receipt of amendments to an Invitation For Bid. This may be done by the following means: By signing and returning the copy of the cover letter.
- M. **BRAND NAME AND MODEL.** If the Bidder does not indicate a specific brand name and model, it shall be understood that the Bidder is quoting the exact brand name and model called out by the bid. Should any item for which bids are requested be patented, or

otherwise protected or designated by the particular name/make of the manufacturer, and the Bidder desires to bid on an item of equal character and quality, the Bidder may offer such substitute items by clearly indicating that such substitution is intended and specifying the brand name. Any such substitutions will be accepted only if the Purchasing Department Director determines them to be equal in all respects to that specified in the bid. If the Purchasing Department Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Paragraph "N."

- N. **SAMPLES.** Any samples requested by the Purchasing Department Director shall be furnished at no cost to the DISTRICT and, if requested by the DISTRICT in the bid specifications, shall be submitted prior to the bid opening. The DISTRICT reserves the right to reject the bid as non-responsive when any Bidder fails to submit the requested samples. Samples from Bidders who are awarded the contract may be retained for comparison with deliveries. Unsuccessful bidders may pick-up their samples (if they have not been destroyed by the testing process) upon notification from the Purchasing Department Director. If such samples are not picked up within 15 calendar days after the date of such notice, samples may be disposed of by the DISTRICT. The Bidder or its agent hereby assumes all risk of loss or damage to samples irregardless of the cause.
- O. **ALTERNATIVES.** If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible Bidder on the base bid, or on the base bid and any alternate or combination of alternates.
- P. **COMPETENCY OF BIDDER.** In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the bid. By submitting a bid, each Bidder agrees that the DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work. To this end, each bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Information Required of Bidder," found herein (Section VI).
- Q. **BID VALIDITY.** Bids are to be valid and in force for 60 days after opening.
- R. **PUBLIC INFORMATION.** All materials received by the DISTRICT in response to this Invitation For Bids shall be made available to the public. If any part of a Bidder's materials is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in bid selection must not be restricted from the public.
- S. **BID COSTS.** The DISTRICT will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this bid.

- T. **RENEWAL OPTION.** Bidder is requested to indicate on the attached Bid Form if renewal options will be extended to the Board.
- U. **OTHER AGENCIES' PURCHASES.** Other public agencies in the State of California may purchase identical items at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The DISTRICT waives its right to require other public agencies to draw their warrants in favor of this DISTRICT as provided in said code sections. Bidder is requested to indicate on the attached Bid Form if the Bidder will permit other public agencies to use the resulting contract.
- V. **DELIVERY.** Prices quoted must be FOB at the destination point within the DISTRICT designated in the specification. Prices must include all delivery and installation charges. Delivery is required within the time required in the specification. If that time cannot be met, specify on the Bid Form the delivery time that can be guaranteed. The Board reserves the right to make an award based on the delivery time quoted.
- W. **SIGNATURE.** The Bid Form and Agreement and all required documents and certifications must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign the bid. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the Bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.
- X. **EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS.** At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.
- Y. **STATUS OF BIDDER.** Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively

the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

- Z. **DISABLED VETERAN BUSINESS ENTERPRISES.** Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT'S policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.pd.dgs.ca.gov/smbus/default.htm> or (916) 375-4940. The successful bidder shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

IV. BID SPECIFICATION REQUIREMENTS

- A. Each bidder shall review the mobile surveillance system, software, and installation requirements on the Bid Form and Agreement listed on the following pages.
- B. Bid all items. Enter “No Bid” for those items for which no unit price is entered.
- C. **Award will be on an all or nothing basis to the vendor submitting the lowest unit price for a complete surveillance system including installation, maintenance and training.** Vendor must meet all the terms and specifications. Notwithstanding, the District reserves the right to award the bid as deemed necessary and in the best interest of the District.
- D. Delivery will be to one central location.
- E. Delivery accepted Monday through Friday only unless otherwise noted on Purchase Order. Delivery will not be accepted on Saturday or Sunday.
- F. Pricing must include any and all delivery charges and should include when necessary, lift gate, unassisted off-loading, and inside delivery charges.
- G. **No fuel surcharges will be levied during the term of this contract. There shall be no delivery minimum in dollar volume or unit counts on all orders placed and delivered.**
- H. Items may be purchased on an as needed basis on separate Purchase Orders at any time during the contract period.
- I. Awarded Bidder will be held responsible for following-up to ensure complete and on-time deliveries for all products.
- J. The quantities listed for each type of item are District estimates only. Any resulting Purchase Orders may be for more or less quantity.
- K. The term of this base contract is for one year and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two additional one year periods.

V. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice Calling For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

**Bid No. 1415-14
 Mobile Surveillance System, Software and Installation for School Buses**

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Purchasing Department of said DISTRICT.

Item No.	Equipment Including Brand/Model, Description, and Specifications	Alternative Equipment Equivalent Brand/Model	Est. Qty	Unit Price
1	<p align="center">Digital Video Recorder (DVR) Seon TL-HD</p> <p><u>Digital Video Recorder (DVR) — Minimum Video Requirements</u></p> <p>The DVR must record 5 independent channels of video simultaneously, switching systems are not acceptable.</p> <p>The DVR must be capable of recording @ 30 FPS per channel all 5 channels of video simultaneously in the primary stream (720 X 480 (4 channels) or 1280 X 720 (1 channel))</p> <p>The DVR must be capable of recording @ 5 FPS per channel all 5 channels of video simultaneously in the secondary stream (360X240)</p> <p>The DVR must support data storage on 2.5" mobile ruggedized hard drives</p> <p>The DVR must support storage of on hard drives</p>		74	\$ _____

<p>with a capacity of at least 1TB.</p> <p>The DVR hard drive must be hot-swappable and mounted in a removable, locking carrier.</p> <p>The DVR hard drive must connect to a PC or laptop via a USB cable.</p> <p>The DVR must be able to transfer recorded video and audio to a removable USB Flash drive.</p> <p>The DVR must have three (3) years warranty on parts and repair labor</p> <p>The DVR must have three (3) years warranty on storage media including hard drives.</p> <p><u>Digital Video Recorder — Minimum Requirements – Titles and Display</u></p> <p>The DVR must have a local user interface accessible using a mouse connected to a USB port on the front panel together with a monitor connected to a local video out.</p> <p>The DVR must have a local user interface accessible using a browser operating on a portable computer connected to a Ethernet port on the front of the DVR.</p> <p>The DVR must support recording the time and date with the video.</p> <p>The DVR time format must be selectable between 12 HR and 24 HR format.</p> <p>The DVR Date format must be selectable between Month/Day/Year, Day/Month/Year and Year/Month/Day.</p> <p>The DVR must support Auto Daylight Savings, with the date and time for the start and end of daylight savings configurable.</p> <p>The DVR must support having titles for the DVR</p>			
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<p>and for each camera connected to the DVR.</p> <p>The DVR must support display of video from one or four cameras on a locally connected monitor, with automatic switching to show video from a selected camera on detection of a signal or alarm condition.</p> <p>The DVR must support display of diagnostic information on the video such as voltage, time and date, size of the hard drive, percent of hard drive space used, current alarm count, the ambient temperature inside the DVR the temperature of the hard drive inside the DVR, the number of hours the hard drive has been operating, the operation of the network connections.</p> <p>The DVR must support the ability to export a log file of the operation of the DVR.</p> <p><u>Digital Video Recorder — Minimum Requirements – Video Recording</u></p> <p>The DVR must support repeat recording and have the ability to enable or disable this function, when enabled, the recording will be overwritten once the hard drive is full, when disabled the recording will stop when the hard drive is full.</p> <p>The DVR must support the ability to delay the start of recording after the ignition is turned on, of up to one hour.</p> <p>The DVR must support the ability to continue recording up to a settable time after the ignition is turned off of up to one hour</p> <p>The DVR must support the ability to remain powered on, up to a settable time after the ignition is turned off, of up to 4 hours</p> <p>The DVR must support the partitioning of the hard drive for recording video related to alarm events; the overwriting of this partition should be</p>			
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<p>selectively enabled or disabled, the size of the partition should be configurable up to at least 40% of the total hard drive.</p> <p>The DVR must support a primary recording of 4 cameras at 720X480 resolution and one camera at 1280 x 720 resolution, all cameras recordable at up to 30 FPS, and simultaneously a secondary recording of all 5 cameras at 360X240 resolution at 5FPS.</p> <p>The DVR must support recording of all cameras at at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.</p> <p>The DVR must support recording of at least 4 channels of audio.</p> <p>The DVR must support recording of video using H.264 compression.</p> <p><u>Digital Video Recorder — Minimum Requirements – Alarm and Signal</u></p> <p>The DVR must support up to 4 Alarms, each alarm condition independently specifying a duration for modifying the resolution, frame rate and quality that the video is to be recorded, the duration for recording at the modified frame rate set to start up to 10 seconds before the alarm condition to 45 minutes after the alarm condition has occurred.</p> <p>The DVR must support 5 signal inputs, each supporting Active High or Active Low input levels for activating a user definable Alarm Condition.</p> <p>The DVR must support an optional GPS receiver for recording and displaying vehicle position, direction, and speed</p> <p>The DVR must have geo-fencing using a GPS receiver, the geofencing can be a circle of a user</p>			
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<p>defined radius from a programmed coordinate or a rectangle of a user defined size defined by programmed coordinates.</p> <p>The geo-fencing must have a configurable alarm</p> <p>The DVR must include a 3 axis inertia sensor, with user defined thresholds for each axis, as well as the combined vector of all three axes, and an accident threshold.</p> <p>The DVR must have a user definable action such as activating a signal, logging the value or sending an email, when any of the thresholds of the inertia sensor are exceeded.</p> <p>The DVR must support a Wake On Alarm feature, activated by a user selectable Alarm input or manually activated switch.</p> <p><u>Digital Video Recorder — Minimum Requirements – Network Settings and User Access</u></p> <p>The DVR must support up to 6 User Accounts configurable with a Username and Password, each account may have one of three levels of access to the settings of the DVR.</p> <p>The DVR must support the ability to communicate with up to 10 video management servers having different IP addresses.</p> <p>The DVR must support the ability to communicate with the video management servers at user selectable intervals of up to 5 minutes..</p> <p>The DVR must support the ability to be configured through a local user interface using a monitor and mouse.</p> <p>The DVR must support the ability to be configured through a web interface through a locally connected computer</p>			
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<p>The DVR must support the ability to be remotely configurable through a web interface through a wireless network.</p> <p>The DVR must be able to receive a firmware update through a USB port on the front panel.</p> <p>The DVR must be able to receive a firmware update through a wireless connection using a WiFi bridge.</p> <p><u>Digital Video Recorder — Minimum Electrical Requirements</u></p> <p>The DVR must be able to be powered over an input voltage range of 8 VDC to 32 VDC.</p> <p>The DVR must consume less than 45 W when connected with 5 cameras, a GPS unit and a WiFi bridge.</p> <p>The DVR must have 400W transient protection per signal line input.</p> <p>The DVR must store its internal settings for at least 10 years.</p> <p><u>Digital Video Recorder — Minimum Environmental Requirements</u></p> <p>The DVR must have a built-in fan (reversed to draw clean filtered air into DVR); field-replaceable filter.</p> <p>The DVR must come standard with built-in internal heater.</p> <p>The DVR must have high and low temperature protection – the DVR will power up but will not start recording until a safe internal temperature is reached.</p> <p>The DVR must have a Smart-Start power-up protection to prevent damage from voltage transients.</p>			
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	<p>The DVR must have a Smart-Temp power-up protection to not start recording until a safe internal temperature is reached.</p> <p>The DVR must operate over a temperature range from --30 to 50°C (-22 to 122°F)</p> <p><u>Digital Video Recorder — Minimum Mechanical Requirements</u></p> <p>The DVR must have a 18-gauge steel enclosure, powder painted finish with tamper-proof lock.</p> <p>The lock box and DVR are integrated with removable locking door for easy access to the DVR. Separate lock box is not acceptable.</p> <p>The door must have rounded edges for safety. Straight edges are not acceptable.</p> <p>The DVR must attach to a low-profile mounting plate.</p> <p>The DVR must be capable of vertical, sideways, horizontal mounting and under-mounting.</p> <p>The DVR must weigh less than 2.4 Kg (5.3 lbs)</p> <p>The DVR must pass the vibration test SAE-1455 and MIL-STD 810F</p>			
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Item No.	Equipment Including Brand/Model, Description, Included Accessories	Alternative Equipment Including Brand/Model, Description, Included Accessories	Est. Annual Usage by Unit	Unit Price
2	<p>Wedge HD Camera Seon CHW Series Mobile Wedge HD Camera</p> <p><u>Camera Minimum Specifications</u></p> <ul style="list-style-type: none"> • Resolution: 1280X720 progressive scan @ 30IPS • Image frame rate 720P (1280x720@30fps), 480P(720x480@30fps), VGA(640x480@30fps), QVGA(320x240@30fps) • Light sensitivity: 1 lux @ F2.0 / 50IRE • Sync System Internal • Gamma Correction 0.45/1 • Auto gain control 18/24/30 • White Balance On/Off/APW • Shutter speed 1/30 to 1/8192 sec • Noise Reduction Auto; 1 ~ 6 selectable • Window heater Standard • Service Monitor output: 1 VP-P/75 Ohms • Lenses supported: 2.5 mm, 16 mm • Warranty: 3 years <p><u>Mechanical Specifications</u></p> <ul style="list-style-type: none"> • The wedge camera must have dimensions no larger than 3.45 x 5.16 x 3 inches (88 x 131 x 77 mm). • The wedge camera must use 4 captive locking screws to fasten the housing. 		74	\$ _____

<ul style="list-style-type: none"> • The wedge camera must use 3 screws to mount the camera to its installation surface. The mounting screws must be external to the volume housing the electronics of the camera. • The wedge camera must be flush mountable to the mounting surface, such that the electrical cable connecting the wedge camera to the recorder remains concealed. • The wedge camera must have an adjustable lens bracket with 350 degree rotate, 15 degree pan and 30 degree tilt. • The wedge camera must have the ability to conceal the internal electronics from outside view. • The wedge camera must have the following mechanical specifications: • Weight: 1.2 lb. (550 g) • Housing material: solid aluminum alloy, powder coated • Mounting options: ceiling, header or surface, no brackets required <p><u>Electrical Specifications</u></p> <ul style="list-style-type: none"> • The wedge camera must have a built-in regulated power supply. • The wedge camera must have a video-out for local monitoring of the video during setup and installation • The wedge camera must have a single connector for power, video and audio. • Power consumption: < 8W Input voltage: 10 to 17 VDC <p><u>Environmental Specifications</u></p> <ul style="list-style-type: none"> • Operating temp. range: -40°F to 122°F (-40° C to 50°C) • Environmental rating: IP67 			
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Item No.	Software	Product	Est. Qty	Unit Price
3	<p>Wireless Video Management Software</p> <p><u>Wireless Video Management Software — Minimum Performance Specifications</u></p> <p>The video management software shall be a multi-user, multi-site, client/server enterprise class application</p> <p>The video management software shall allow multiple licensed users to use the system at the same time</p> <p>The video management software shall be responsible for discovering the DVRs, getting the DVR health status, and alarm list, creating the archive job list, and processing the job queue</p> <p>The video management software shall be able to download video and telemetry data from DVRs on multiple vehicles at the same time.</p> <p>The video management system shall be web-based</p> <p><u>Wireless Video Management Software — Minimum Search Specifications</u></p> <p>The video management software shall provide the ability to filter search by:</p> <ul style="list-style-type: none"> • Vehicle group • Vehicle type • Selecting vehicles from vehicles' list <p>The video management software shall provide the ability search by alarms and events for individual vehicles or a group of vehicles</p>		3500 Students	\$ _____

<p>The video management software shall provide the ability to search by time and date</p> <p>The video management software shall provide the ability to search for an alarm or event by a geographic zone; either pre-defined in the software or can be created on-demand by choosing up to eight points on a map</p> <p><u>Wireless Video Management Software — Minimum Track History Specifications</u></p> <p>The video management software shall provide the ability to view the track history of vehicles (up to five vehicles at a time) on a map</p> <p>The vehicle track shown by the video management software shall clearly indicate the travel direction of the vehicle and the time of each point on the track</p> <p>The video management software shall provide the ability to request video download by selecting the start point and end point of the vehicle track on the map</p> <p>The video management software shall provide the ability to export vehicle track data in CSV or GPX format</p> <p><u>Wireless Video Management Software — Minimum Video Management</u></p> <p>The video management software shall automatically download videos based on alarm type as configured by the user</p> <p>The video management software shall provide the ability to schedule video downloads by time and date</p> <p>The video management software shall provide the ability to schedule recurring video downloads</p>			
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<p>at certain time by week and month</p> <p>The video management software shall be able to assign priority level to scheduled video downloads</p> <p>The video management software shall provide the ability to schedule a video download from any number/combination of available cameras</p> <p>The video management software shall provide the option to download low resolution version of videos</p> <p>The video management software shall provide filtering option for videoarchives by:</p> <ul style="list-style-type: none"> • Vehicle • Group • Archive status • Archive priority • Alarm type • Start time • End time • Execution time • Camera number <p>The video management software shall provide the option to set duration of pre-alarm and post-alarm video download</p> <p>The video management software shall handle resuming the downloading of the archives in the case that the downloading is interrupted or disconnected</p> <p>The video management software shall record who requested a video archive</p> <p>The video management software shall provide the ability to play video directly from the DVR</p>			
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	<p>without download</p> <p><u>Wireless Video Management Software — Minimum DVR Management Specifications</u></p> <p>The video management software shall provide the ability to change DVR settings remotely</p> <p>The video management software shall allow settings changes to be committed even when the vehicle is offline. Changes shall take place when the vehicle become online</p> <p>The video management software shall provide the ability to update DVR firmware remotely</p> <p>The video management software shall allow firmware update to be set even when the vehicle is offline. Changes shall take place when the vehicle becomes online</p> <p><u>Wireless Video Management Software — Minimum Administration Specifications</u></p> <p>The video management software shall provide the ability to create as many user roles (access levels) as required</p> <p>The video management software shall provide the ability to create as many vehicle groups as the user needs</p> <p>The video management software shall provide the ability to create different vehicle types and assigning different icons for them</p> <p>The video management software shall provide the ability to create geographical zones, for reporting and search purpose, by choosing four points on a map</p> <p>The video management software shall provide the ability to customize each user role (access level) permissions for system features as</p>			
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<p>required.</p> <p>The video management software shall provide the ability to export the following lists in comma separated file format</p> <ul style="list-style-type: none"> • Users list • Vehicles groups list • Vehicles types list • Zones list <p><u>Wireless Video Management Software — Minimum Reporting Specifications</u></p> <p>The video management software shall provide reports on alarms, events, geofencing reports, and user activity/system usage</p> <p>The video management software shall provide reporting on vehicle groups and on individual vehicles</p> <p>The video management software shall provide the ability to schedule recurring reports daily, weekly, monthly, or on specific week days</p> <p><u>Wireless Video Management Software — Minimum User interface</u></p> <p>The video management software shall have a dashboard that shows a summary of the vehicle status, the alarms, the health of the DVRs and the scheduled and automatic video downloads completed and pending for a specified date.</p> <p>The dashboard can be filtered by vehicle group</p> <p>The video management software shall provide the ability to play downloaded video from the dashboard</p> <p>The video management software shall provide the ability to place a vehicle in maintenance</p>			
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Capistrano Unified School District

Bid No. 1415-14

Mobile Surveillance System, Software and Installation for School Buses

Company Name _____

	mode and display a separate icon for vehicles in maintenance			
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Item No.	Software	Product	Est. Qty.	Unit Price
4	License Fees		3500 Students	\$ _____
5	Annual Maintenance Fees		3500 Students	\$ _____

Item No.	Wireless Access	Alternative Equivalent Equipment Brand/Model	Est. Qty.	Unit Price
6	<p>Wireless Bridge Seon Smart Reach Lite Mobile Bridge Wireless Bridge — Minimum Performance <u>Specifications</u></p> <p>The wireless bridge shall be capable of supporting 802.11 a/b/g/n protocols</p> <p>The wireless bridge shall have Adjustable Channel support (5/10/20 MHz)</p> <p>The wireless bridge shall be capable of transmitting data at an average of 23dBm up to 54Mbps using 802.11b/g while receiving data at 54Mbps with a minimum receiver sensitivity of at least -75dBm</p> <p>The wireless bridge shall be capable of transmitting data at an average of 22/19dBm* MCS7 using 802.11n while receiving data MCS7 with a minimum receiver sensitivity of at least -74dBm</p> <p>The wireless bridge shall support an N connector to connect to an appropriate antenna</p> <p>The wireless bridge shall support an operating frequency of 2412-2462 MHz or 5170-5825 MHz</p> <p><u>Wireless Bridge — Minimum Electrical Specifications</u></p> <p>The wireless bridge shall operate between 8VDC and 32 VDC</p> <p>The wireless bridge shall consume less than 7W</p> <p><u>Wireless Bridge — Minimum Mechanical/Environmental / Warranty</u></p>		74	\$ _____

	<p><u>Specifications</u></p> <p>The wireless bridge dimensions shall not exceed 6 in X 1.25in X 1.45 in (15.2cm. x 3.1 cm. x 3.7cm.)</p> <p>The wireless bridge shall not exceed 6.5 oz. (180g)</p> <p>The wireless bridge shall operate between -4F to+140F (-40C to +80C)</p> <p>The wireless bridge shall withstand shock and vibration ETSI300-019-1.4 test.</p> <p>The wireless bridge must have one (1) year parts and repair labor warranty.</p>			
7	<p>Wireless Access Point Seon Smart Reach Wireless Access Point Mobile Bridge</p> <p><u>Wireless Access Point — Minimum Performance Specifications</u></p> <p>The wireless access point shall be capable of supporting 802.11 a/b/g/n protocols</p> <p>The wireless access point shall be capable of operating at 2.4 GHz and 5.8 GHz</p> <p>The wireless access point shall be capable of supporting single or dual band radios, the dual band radio supporting diversity antennas</p> <p>The wireless access point shall support direct to source destination traffic forwarding to maximize application delivery without injecting a detour to the controller, enabling traffic to flow along the shortest path.</p> <p>The wireless access point shall support up to 16 virtual service communities (VSCs), each with a unique SSID and MAC address, with each VSC independently configurable for authentication, encryption, VLANs, and up to four</p>		74	\$ _____

	<p>quality of service(QoS) levels</p> <p><u>Wireless Access Point — Minimum Network Management Specifications</u></p> <p>The wireless access point shall support autoselection of the RF channel and the level of transmitted power.</p> <p>The wireless access point shall support per-client event log of 79 association, security and DHCP activities for easy diagnosis.</p> <p>The wireless access point shall support PCAP packet capture on WLAN or LAN interface</p> <p>The wireless access point shall support SNMP, CLI, and web-based management interfaces for integration with third party, standards-based network management systems (autonomous mode)</p> <p><u>Wireless Access Point — Minimum Security Specifications</u></p> <p>The wireless access point shall support enforcement of client authorization based on user credentials (802.1X/EAP), hardware identifiers (MAC address, WEP key), and HTML login</p> <p>The wireless access point shall support hardware assisted encryption using WPA2/AES (IEEE 802.11i), WPA/ RC4 and/or WEP</p> <p>The wireless access point shall support simultaneous detection and prevention of wireless threats on 2.4 GHz and 5 GHz frequency bands</p> <p>The wireless access point shall support dedicated RF sensor and dedicated client access eliminatetime-slicing</p>			
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<p>The wireless access point shall support management communication via SSH/SSL, IPsec, and digital certificates</p> <p><u>Wireless Access Point — Minimum Electrical Specifications</u></p> <p>The wireless access point shall be powered via the Ethernet port using 802.3af</p> <p>The wireless access point shall consume less than 6.5W</p> <p><u>Wireless Access Point — Minimum Mechanical, Environmental and Warranty Specifications</u></p> <p>The wireless access point shall be available in a NEMA 4 outdoor rated enclosure, operating between -4F to +122F (-20C to +50C)</p> <p>The outdoor rated wireless access point shall not exceed 8.44 in X 7.25 in X 2.14 in (21.5 cm. x 18.5 cm. x 5.5cm.)</p> <p>The outdoor rated wireless access point shall not exceed 9 lbs (4 kg)</p> <p>The wireless access point shall be available in a indoor plenum rated enclosure, operating between 14F to +122F (-10C to +50C)</p> <p>The indoor rated wireless access point shall not exceed 6.52 in X 6.4 in X 1.88 in (16.6 cm. x 16.3 cm. x 4.8 cm.)</p> <p>The indoor rated wireless access point shall not exceed 1.5 lbs (3.1 kg)</p> <p>The wireless access point must have 1-year parts and repair labor warranty</p>			
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Item No.	Training and Installation		Est. Qty	Unit Price
8	Installation		74	\$ _____
9	Training	Description/Type	# of Hours	\$ _____

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within thirty (30) days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder 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 _____ authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- ___ Yes, other public agencies may purchase from this Bid.
- ___ No, other public agencies may not purchase from this Bid.
- H. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: ___option granted ___option not granted
- Extension option for a second year: ___option granted ___option not granted
- I. The Bidder attests to having read and understands all documents contained and referenced in this bid.

J. I, _____ the _____ (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

- * A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.
- ** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and re required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. _____ Bid Form and Agreement
2. _____ Noncollusion Declaration
3. _____ Information Required of Bidder
4. _____ Certification - Participation of Disabled Veteran Business Enterprise
5. _____ Certification by Contractor Criminal Records Check

6. _____ Conflict of Interest
7. _____ Drug-Free Workplace Certification
8. _____ Tobacco Use Policy
9. _____ Workman's Compensation Certification
10. _____ Certificate Of Liability Insurance
11. _____ W-9 Form

CONTRACT TERM

The term of this base contract is for one year beginning _____, 2014, through _____, 2015, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two (2) additional one-year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$130,000. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED BY DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

Signed by: _____

Print Name: Terry Fluent

Title: Director, Purchasing

Date: _____

VI. NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

VII. INFORMATION REQUIRED OF BIDDER

A. GENERAL INFORMATION.

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: _____

2. Telephone: _____

3. FAX: _____

4. E-Mail _____

5. Type of firm: (check one) Individual Partnership Corporation
Joint Venture Association Other

6. Names and titles of all local officers of the firm:

7. Ownership: List all individuals that own 10% or more of the firm.
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

7. Number of years that the firm has been in business under the present ownership:
_____ years.

9. Have you been in litigation on a question relating to your performance on a contract during the past three years? ____ If "Yes", explain, and provide case name and number:

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years? ____ If "Yes", explain:

12. Have you ever failed to complete a contract in the last three years? ____ If so, give owner and details:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of the DISTRICT, other than Purchase Orders or Contracts? Yes ____ No ____ If "Yes", please explain.

B. DISABLED VETERANS BUSINESS ENTERPRISE DESIGNATION.

As defined, are you a disabled veteran business enterprise? Yes ____

C. LIST OF REFERENCES.

The following information should contain persons or entities familiar with the Bidder's work:

1. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address and Telephone: _____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____ State of _____
City, County)

(Signature of Officer)

(Typed name of Officer)

VIII. CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE 17076.11

In accordance with Education Code Section 17076.11, the Capistrano Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-mail

IX. OTHER REQUIRED DOCUMENTS

- **Certification by Contractor Criminal Records Check***
- **Conflict of Interest***
- **Drug-Free Workplace Certification***
- **Tobacco Use Policy***
- **Workman's Compensation Certification***
- **Certificates of Liability Insurance****
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with "Sample"
- **W-9 Form****

***Must be completed and submitted with bid – No exceptions**

****Will be executed by successful bidder after award of bid, but before contract award is effective.**

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees will **OR** will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CONFLICT OF INTEREST

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of DISTRICT did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each DISTRICT position held?

f. What was your last date of employment?

2. Do any Board of Education Member(s) or DISTRICT employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

Capistrano Unified School District
Bid No. 1415-14
Mobile Surveillance System, Software and Installation for School Buses

Company Name _____

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20_____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of
of
the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of

the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

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

Name of Contractor

Signature

Print Name

Title

Date

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability occurrence	\$1,000,000	minimum	limit	per
incl. Contractual Liab., and aggregate	\$2,000,000	minimum	general	
Broad Form Property Damage				
Automobile Liability:	\$1,000,000	minimum	limit	per occurrence
Workers' Compensation:	As required by the California Labor Code			
Employers' Liability:	\$1,000,000	minimum	limit	
Course of Construction	\$1,000,000	minimum	limit	per occurrence

For all insurance coverages provided by Vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the DISTRICT; DISTRICT approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the DISTRICT, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.

- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. Vendor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Education. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
 2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects the DISTRICT, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials, employees and The Board of Education shall be excess of the Vendor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
- E. The Description of Operations" section must include the following: The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

The Vendor shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences.

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached).

The second page is a separate required endorsement page (Page 2, see attached) and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

See the following example

POLICY NUMBER: CA700H6004 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE

X. TERMS AND CONDITIONS

- A. **NON-DISCRIMINATION.** In the performance of the terms of this Contract, Supplier agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, age, marital status, or sex of such persons. Therefore, the Supplier agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code Sections 12900 et seq and Labor Code Section 1735. In addition, the Supplier agrees to require like compliance by all subcontractors employed to do work under this contract.
- B. **PROHIBITED INTERESTS.** No officer, employee or agent of the DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any material supply Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, or attorney of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.
- C. **STATE AUDIT.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the Bidder, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Officer for a period of three (3) years after final payment is made under this Contract. Supplier shall preserve and cause to be preserved such books, records and files for the audit period.
- D. **CONTRACT DOCUMENTS.** The complete contract includes the following documents (if required elsewhere): advertisement/notice calling for bids, bid objective, instructions for bidders, bid specification requirements, bid form and agreement, noncollusion declaration, information required of bidder, participation of disabled veteran business enterprises, contractor criminal records check, conflict of interest, drug-free workplace, tobacco use policy, workman's compensation, certificates of insurance, W-9 form, terms and conditions, and any amendments thereto. All of these documents are complementary and what is called for by any one shall be as binding as if calling for by all.

- E. **EXECUTION OF CONTRACT.** The successful Supplier shall within ten (10) days of notice of award have the required bonds executed by a surety satisfactory to the DISTRICT and return the signed contract to the DISTRICT'S Purchasing Department Director. All surety companies with a minimum rating of "A" as rated by the current edition of Best's Key Rating guide, published by A. M. Best Company, Oldwick, New Jersey, 08858, and an admitted carrier qualified to do business in California shall be presumed to be satisfactory to the DISTRICT.
- F. **INSURANCE.** The Supplier shall maintain insurance to protect him from claims under worker's compensation laws as required by Labor Code Section 3700 and for claims or damages for personal injury, including death and damage to property, which may arise from operations under the contract. The Supplier agrees to carry comprehensive general liability insurance with limits of One Million dollar (\$1,000,000) per occurrence and agrees to name District as additional insured. No later than the actual start date of the contract, the Supplier shall be required to file with the DISTRICT certificates of such insurance. Failure to furnish such evidence, if required by the DISTRICT, may result in the DISTRICT declaring the Supplier to be non-responsive or non-responsible. Specific insurance requirements may be called out in the bid.
- G. **INVOICES AND PAYMENTS.** Unless specified otherwise, the Supplier shall render invoices in triplicate for materials delivered or services performed under the contract to the DISTRICT'S Accounting Department. Invoices shall be submitted immediately on the form designated by the DISTRICT, under the same firm name as shown on the contract. The Supplier shall separately list any taxes to be paid by the DISTRICT and shall certify on each invoice that Federal Excise Taxes are not included on the prices listed therein. The DISTRICT shall make payment for materials, equipment, supplies or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized DISTRICT Representative.
- All cash discounts shall be taken and computed from the date of delivery or acceptance of materials or the date of the receipt of the invoice, whichever is later.
- H. **PATENTS, ROYALTIES AND INDEMNITIES.** The Supplier shall hold and save the DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the DISTRICT, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.
- I. **NO ORAL AGREEMENTS.** No oral agreement or conversation with any officer, agent or employee of the DISTRICT, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.

- J. **PERMITS AND LICENSES.** The Supplier and all Supplier employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services listed therein. Each bid will specify what licenses and permits are required and the Supplier shall declare under penalty of perjury that he possesses the required licenses or permits.
- K. **NO ASSIGNMENT.** The Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the DISTRICT; and the Supplier shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Supplier shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Supplier, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.
- L. **HOLD HARMLESS.** The Supplier will hold harmless and indemnify the DISTRICT, its officers, employees and agents from every claim or demand which may be made by reason of:
1. Liability for damages for (a) death or bodily injury to persons; (b) injury to, loss or theft of property; or (c) any other loss, damage or expense arising under either (a) or (b) above, sustained by the Supplier or any person, firm or corporation employed by the Supplier upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, 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.

2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Supplier, or any person, firm, or corporation employed by the Supplier, either directly or by 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 work and/or delivery of equipment and supplies covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT'S property, if the liability arose from the negligence or willful misconduct of anyone employed by the Supplier, either directly or by independent contract, and not by the active negligence of the DISTRICT.
 3. The Supplier, at Supplier'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, on any such claim or liability, and shall pay or satisfy any judgement that may be rendered against the DISTRICT, its officers, agents or employees, in any action, suit or other proceedings as a result thereof.
- M. **FORCE MAJEURE CLAUSE.** The parties to the contract may be excused from performance during the time and as to the extent that they are prevented from performing by any act of God, fire, strike, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that the nonperformance is not due to the fault or neglect of the party who does not perform.
- N. **NO WAIVER.** The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- O. **DELIVERY.** Unless otherwise specified, items are to be delivered F.O.B. to the DISTRICT as specified in the purchase order. All costs for delivery, drayage, insurance, freight, packing and unpacking of said articles shall be borne by the Supplier.
1. All items are to be bid in an assembled condition and ready for installation.
 2. All deliveries shall be accompanied by a packing slip, and purchase order number shall appear on all cases and packages. Unmarked cartons may be refused.
 3. Supplier's insurance for delivery shall apply until items are received at the DISTRICT site.
 4. Any equipment damaged in unpacking, assembling, or installing shall be

repaired or replaced as necessary to produce a perfect installation. Damage caused by any Supplier, or his agents, to building surfaces, shall be neatly patched and repaired as required without any additional cost to the DISTRICT.

P. WARRANTY OF SUPPLIES.

1. Notwithstanding inspection and acceptance by the DISTRICT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Supplier warrants that:
 - a. All materials, equipment, supplies or services furnished under this contract shall be in accordance with the DISTRICT'S specifications as called out in this bid. The successful Supplier shall furnish and deliver the quantity designated in the award of the bid. Any materials or supplies determined by the Purchasing Department Director to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from the DISTRICT'S premises at the Supplier's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the Supplier.
 - b. The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this Contract.
2. Within a reasonable time, the DISTRICT may either:
 - a. By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this Contract within the meaning of paragraph 1.a this clause; or
 - b. Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Supplier shall promptly make appropriate repayment.
3. When return, correction or replacement is required, the DISTRICT shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Supplier. However, the Supplier's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Supplier's plant, and return.

4. If the Supplier fails or refuses to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as the DISTRICT may authorize in writing) after receipt of notice specifying such failure or refusal, the DISTRICT may, by contract or otherwise, correct or replace them with similar supplies and charge to the Supplier the cost occasioned to the DISTRICT thereby. In addition, if the Supplier fails to furnish timely disposition instructions, the DISTRICT may dispose of the nonconforming supplies for the Supplier's account in a reasonable manner, in which case the DISTRICT is entitled to reimbursement from the Supplier or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplier, as well as for excess costs incurred or to be incurred.
 5. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.
 6. The word "supplies" as used herein includes related services.
 7. The rights and remedies of the DISTRICT provided in this clause are in addition to and do not limit any rights afforded to the DISTRICT by any other clause of the Contract.
- Q. SUPPLIER'S CLAIMS. If the Supplier shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, Supplier shall, within five (5) days after sustaining of such damage, make to the DISTRICT a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the Supplier shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Supplier's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
- R. DISPUTES.
1. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Supplier agrees to continue the work diligently to completion. If the dispute is not resolved, Supplier agrees it will neither rescind the Contract nor stop the progress of the work, but Supplier's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

2. DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of Supplier. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under Contract by DISTRICT to Supplier and DISTRICT shall not be liable to Supplier for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render Supplier an accounting of such funds disbursed on behalf of Supplier.
3. As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "ADJUSTMENTS TO CONTRACT PRICE."

S. DEFAULT.

1. The successful Supplier hereby agrees that time is of the essence in delivery of the items under this contract. The DISTRICT shall hold the Supplier responsible for any damage which it may sustain because of the failure or neglect by the Supplier to comply with any term or condition contained herein.
2. If the Supplier fails or neglects to furnish or deliver any of the materials, equipment, supplies or services listed herein at the prices named and the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, the DISTRICT may, upon written notice to the Supplier, cancel the contract in its entirety or cancel or rescind any and all items affected by such default. The DISTRICT may, whether or not the contract is cancelled in whole or in part, purchase the materials, equipment, supplies or services elsewhere without notice to the Supplier. The prices paid by the DISTRICT at the time such purchases are made shall be considered to be prevailing market prices, and any extra cost incurred by the DISTRICT due to the Supplier's default shall be collected by the DISTRICT from the Supplier and/or the surety on the performance bond.

T. DISTRICT'S RIGHT TO TERMINATE CONTRACT.

1. If the Supplier refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete delivery of said material and/or service within such time, or if the Supplier should file a petition for relief as a debtor, or should relief be ordered against Supplier as a debtor under Title 11 of the United States Code, or if Supplier should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of

time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if Supplier should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or instructions of DISTRICT, or if Supplier or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Supplier and its surety of DISTRICT'S intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Supplier shall not be entitled to receive any further payment until service is finished or material delivered.

- U. **OPTION TO EXTEND THE TERM OF THE CONTRACT.** This contract is renewable, at the option of the DISTRICT, by giving written notice of renewal to the Supplier within the period specified in the Schedule; provided, that the DISTRICT shall have given preliminary notice of DISTRICT'S intention to renew at least thirty (30) days before this contract is to expire. (Such a preliminary notice will not be deemed to commit the DISTRICT to renewals.) If the DISTRICT exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed **36 months**.
- V. **PROTECTION OF PERSONS AND PROPERTY.** The Supplier shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the Supplier's risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b).