

**VALLEJO CITY UNIFIED SCHOOL
DISTRICT**

April 26, 2024

**REQUEST FOR PROPOSALS FOR
PROCUREMENT OF EQUIPMENT FOR A/V SYSTEMS
TECHNOLOGY UPGRADES**

The Vallejo City Unified School District (“**District**”) invites your firm (“**Firm**”) to provide a detailed proposal (“**Proposal**”) pursuant to this Request for Proposals (“**RFP**”) to provide equipment for Audio/Visual (“A/V”) systems technology upgrades as they pertain to 1) A/V systems equipment upgrades in the auditoriums at Vallejo High School, Jesse Bethel High School, and Hogan Middle School; and 2) A/V systems equipment upgrades at the District Office (collectively, the “**Project**”), which shall include all incidental work for a complete installation and the transfer of knowledge involving equipment operations, function, and maintenance plans, as further described in **Section 3 – Statement of Work** and the Scope of Work attached as **Attachment A** to this RFP. Proposed equipment must be the same make or brand specified by the District in the Scope of Work, or a suitable equivalent. All work must be completed on or before September 1, 2024.

The District intends to award this Project pursuant to Public Code section 20118.2. On April 10, 2024, District’s Governing Board adopted Resolution No. 4069 authorizing the competitive negotiation process in this RFP pursuant to Public Contract Code section 20118.2.

Proposal Submittal. Please submit your sealed Proposal as in the RFP Schedule, with one (1) original and two (2) copies of requested materials as well as a digital copy on a thumb drive, to:

Attn: Winston Crump, Director of Technology, Vallejo City Unified School District, 665 Walnut Avenue, Vallejo, CA 94592

Firm shall be solely responsible for submitting its Proposals by the deadline. No late, corrected or resubmitted Proposals will be accepted after the deadline. Faxed, emailed and/or late Proposals will not be accepted or considered. No exceptions will be allowed.

Proposing Firm is required to possess all required State of California licenses.

Mandatory Site Walk – Friday, May 10, 2024 at 1:00 pm.

All Firms that intend to submit a Proposal must attend the Mandatory Site Walk to visit the three designated school sites and the District Office. The Mandatory Site Walk will begin at **1:00 pm at the District Office**. A map of the relevant locations at the three (3) school sites and the District Office will be provided at the Mandatory Site Walk.

Firms that wish to visit all sites may do so and must notify Winston Crump by email at wcrump@vcusd.org or by telephone at (707) 556-8921 ext. 50026 of this intention prior to the Mandatory Site Walk.

Site addresses are listed below:

1. District Office, 665 Walnut Avenue, Vallejo, CA 94592
2. Vallejo High School, 840 Nebraska Street, Vallejo, CA 94590

3. Jesse Bethel High School, 1800 Ascot Parkway, Vallejo, CA 94591
4. Hogan Middle School, 850 Rosewood Avenue, Vallejo, CA 94591

All sealed Proposals must be received by May 22, 2024, no later than 2:00 PM

RFP Schedule. The District anticipates following the below schedule for the review and selection process. The District reserves the right to modify this schedule in its sole discretion.

Release RFP	April 26, 2024
Mandatory Site Walk	1:00 PM – May 10, 2024
Deadline for Questions	May 15, 2024
Deadline for Answers	May 17, 2024
Proposals Due	2:00 PM – May 22, 2024
Contract Award	June 12, 2024

Questions. Questions regarding this RFP must be submitted in writing to Winston Crump at wcrump@vcusd.org **no later than deadline listed above.**

FIRMS WITH QUESTIONS OR COMMENTS ABOUT THIS RFP, THE CONTRACT, OR THE PROJECT SHOULD NOT CONTACT ANY OTHER DISTRICT REPRESENTATIVE, BOARD MEMBER, CONSULTANT, OR EMPLOYEE.

RFP Addenda. Any clarifications resulting from questions will be posted on the District’s website at <https://www.vcusd.org>. It is the Firm’s responsibility to check the website to ensure they have received all issued addenda for this RFP.

Proposal Results. Proposal results will be available for inspection upon execution of contract with the successful Firm.

This RFP is a formal request for bids, but not an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFP as necessary and waive informalities or minor irregularities in Proposals. All Proposals and attachments submitted to the District in response to this RFP shall remain property of the District. Proposals may not be withdrawn for a period of sixty (60) days after the due date.

Thank you for your interest in working with the Vallejo City Unified School District.

INFORMATION TO PROPOSERS

1. **Alternatives and Clarifications.** Each Proposal should be complete and definitive when submitted. Alternatives should not be included unless specifically requested. Awards may be made without any discussion or any contact with the Firms following the Proposal opening. Therefore, Proposals should be self-explanatory and submitted on the most favorable terms from a price and technical standpoint that the Firm can submit to the District. Firms should not assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their Proposal.
2. **Contents of Proposal.** Firm's Proposal must be clear, concise and complete and demonstrate Firm's qualifications. Firm must include the following information in its Proposal and organized as described below.
 - 2.1. **Cover letter.** A signed letter of interest stating Firm's interest and qualification in providing the Services identified in the Scope of Work attached hereto as **Attachment A**. Firm's cover letter must include Firm's contact information, key personnel, telephone number and email address.
 - 2.2. **Equipment and Services.** List, describe, and identify **each** piece of hardware, equipment and appurtenant items that Firm will provide. Field verification and design assistance to provide a complete installation shall be included. Include an outline of the product lines and/or services the Firm supports.
 - 2.2.1. **Description of Equipment.** Provide a technical framework (roadmap) for the proposed A/V systems equipment upgrades and describe how the proposed system will fit the District's needs described in the Scope of Work attached hereto as **Attachment A**. The District reserves the right to determine in its sole discretion the required functionality and specifications of the A/V systems equipment upgrades.
 - 2.2.2. **Ongoing Support and Servicing.** Specify how the Firm will provide ongoing troubleshooting and equipment servicing support to the District. **The Firm must propose and describe both (i) a five (5) year servicing plan and (ii) a ten (10) year servicing plan.** Please indicate the services that are included in each of the five (5) and ten (10) year ongoing support and servicing plans, how often equipment inspections will be performed, any issues that are not be addressed by the Firm's ongoing support and servicing plans, and any other relevant information for the District's consideration.
 - 2.3. **Detailed Pricing.** Please provide a detailed Project Cost to perform all work to provide all of the equipment indicated in the Scope of Work, plus the indicated related services, all pursuant to the parameters established by the District. The District acknowledges that each Firm's Proposal may be structured differently and may have varying degrees of specificity. Regardless, each Proposal must conform to the following provisions and, if the District enters into negotiations with your Firm, your Proposal will be the starting point of those negotiations.
 - 2.3.1. **Hourly Rates.** Please list all applicable hourly rates, subconsultant mark-up rates, and any reimbursable fee(s) your Firm would use on for work on this Project.
 - 2.3.2. **Ongoing Support and Servicing.** Project Cost must separately show a breakdown of costs for ongoing support and servicing plans for a period of (5) years and a period of (10) years, respectively. If service plans are based on an hourly rate, the hourly rate and anticipated frequency of services must be broken down in the Project Cost along with an estimated total cost for each of the five-year and ten-year service plans.
 - 2.3.3. **Project Cost Form / Table.** Attached to this RFP as **Attachment D** is a Project Cost

Breakdown Table form. Please use this form to show the total Project Cost. **Proposals received without the Cost Breakdown Form will not be reviewed or accepted.**

- 2.4. **Firm's Supervision (Overhead).** Outline your committed onsite supervisor, project engineer, and project manager time and any other resources anticipated to be provided through the delivery of the project.
- 2.5. **Implementation Plan.** Firm will provide an implementation plan that details the process for installation of the A/V systems equipment upgrades so that the Firm will meet or exceed the District's schedule reflected on the Schedule of Work attached hereto as **Attachment B**. Discuss the Firm's ability to meet strict schedules for comparable projects, the Firm's schedule management procedures, and how Firm has successfully handled potential delays.
- 2.6. **Documentation & Training.** Describe the Firm's training program with an emphasis on the training of District staff to use Firm's system and a full transfer of knowledge to the District, including who from the Firm will be the point of contact for troubleshooting after installation is complete. As applicable, licensing, implementation, maintenance, support, and training fees associated with the Firm's Proposal must be clearly identified in the Project Cost Form/Table.
- 2.7. **Other Entities.** Identify any subcontractors, subconsultants, or vendor relationships applicable to this RFP.
- 2.8. **Installation Schedule.** Please provide a preliminary installation schedule for the Project, including a breakdown by site and by room, that aligns with the District's Schedule of Work and achieves Substantial Completion, which includes completely installed, tested, and working A/V systems equipment and associated trainings, by September 1, 2024.
- 2.9. **Financial Information.** Provide a statement of Firm's financial resources and insurance coverage.
- 2.10. **Past Projects.** Provide a list of all California public school districts for which Firm has provided the same or similar Services in the past three (3) years. Please limit the response to no more than the ten (10) most recent districts. Include the names of the district, a description of services provided, and the name of the contact person and telephone number at the district. Also, indicate the Firm's personnel that performed services for each district and whether the Firm was involved in any claims related to any of the past projects, and the resolution of each claim.
- 2.11. **Letters of Reference.** Include no more than three (3) letters of reference or testimonials, if available.
- 2.12. **Additional Data.** Provide additional information about the Firm as it may relate to its Proposal or that may assist the District in understanding and assessing the Firm's qualifications and expertise.
- 2.13. **Form of Contract.** Attached as **Attachment C** to this RFP is a form of contract that the District will use with the successful Firm.
- 2.14. **Signature.** The Firm's Proposal shall include the following certification and signature:
"The undersigned, doing business under the full and complete legal Firm name as set forth below, having examined the Request for Proposals, scope of Services and Work, the Project requirements, general contract requirements and all other documents forming the RFP, hereby proposes to perform the Services, including all of its component parts, and to furnish all equipment and materials required by them for the Project for the cost set forth in Firm's

Proposal.”

Dated: _____

Legal Name of Firm: _____

Signed By: _____

Title of Signer: _____

Address: _____

Taxpayer’s Identification Number: _____

Email and Telephone Number: _____

3. Statement of Work

3.1. **Purpose and Background.** The District is seeking a firm to replace existing A/V systems equipment in auditoriums at three (3) of its school sites and various rooms at the District Office so that the District may best serve District students, staff, and members of the public. The goal of this RFP is to ensure the best products and related services are provided to the District to fulfill its need of updated and functional A/V systems equipment. Firm Proposals should account for the District’s need for reliable A/V systems equipment that it can maintain for the foreseeable future. Please see the Contents of Proposal contained herein and Scope of Work attached as **Attachment A** to this RFP for project specifications and details. **All work must be completed on or before September 1, 2024.** The work must be completed at each site in the order specified in the District’s Schedule of Work, beginning with the District Office.

4. **District’s Evaluation.** After Proposals are received, the District will evaluate the Proposals based on the following criteria:

Criteria	Possible Points
Price	20
Performance reliability	10
Adherence to District’s specifications	10
Life-cycle costs	10
Timing of complete installation	10
Support/Service logistics and pricing	10
Manufacturer’s warranties	5
Training and transfer of knowledge capabilities	5
Level of responsiveness to the information requested in the RFP	20
Total	100

4.1. **Selection.** The successful Firm will be selected based on the District’s determination of who is the most qualified Firm based on which Proposal meets the above criteria and will be most advantageous to the District with price and the other factors considered.

4.2. **Interviews.** The District, at its discretion and in order to seek clarification from Firm(s) related to the Proposals, may conduct interviews during, and as a part of, its evaluation of the Proposals with some or all of the Firms that respond to the RFP. These interviews will only be for this purpose and will **not** be an opportunity for Firms to substantively revise or change their proposals.

4.3. **No Lobbying.** No Firm or any agent, representative or member of Firm shall directly or indirectly contact any member of the District’s Board of Trustees immediately before or during the RFP process regarding any matter relating to this RFP. Any Firm violating this policy shall be

disqualified from the RFP. Should the District become aware of such violation after a Firm has been awarded a contract pursuant to this process, the resulting contract may be voided, and the Firm shall be liable to the District for all damages relating to the cancelled contract.

4.4. **Competitive Negotiation.** District staff may choose to begin negotiations with the Firm that District staff, in its opinion, believes offers the best value to the District and may commence negotiations of services with that Firm.

4.4.1. If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the Firm that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.

4.4.2. Final selection of a Firm shall be at the sole discretion of the District's Board after recommendation from District staff.

4.4.3. If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required agreement, which will be the form of contract attached to this RFP as **Attachment C**.

4.4.4. The District reserves the right to negotiate on any or all components of each Proposal submitted.

5. **Protests.** Any protest shall be filed in writing with District by certified or registered mail, not later than three (3) business days after the Proposal opening. If the protest is based on the selection of the Firm, it shall be filed in writing not later than three (3) business days after notice of selection of the Firm. The protest shall specify the reasons and facts upon which the protest is based.

5.1. Only a Firm that has submitted a Proposal and who could be awarded the contract if the bid protest is upheld, is eligible to submit a protest. Subcontractors are not eligible to submit protests. A Firm may not rely on the protest submitted by another Firm.

5.2. A protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.

5.3. The protest must refer to the specific portions of all documents that form the basis for the protest.

5.4. The protest must include the name, address and telephone number of the person representing the protesting party.

5.5. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

5.6. The procedures and time limits set forth in this paragraph are mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

6. **Certifications.** Firm shall execute all required Certifications attached hereto.

7. All Proposals will become the property of the District and subject to public disclosure. Those elements in a Proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “Trade Secret,” “Confidential,” or “Proprietary” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its Proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a California Public Records Act request for any of the contents of a Proposal marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its Proposal, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the California Public Records Act.

8. Attachments:

- 8.1. Attachment A: Scope of Work
- 8.2. Attachment B: Schedule of Work
- 8.3. Attachment C: Form of Contract
- 8.4. Attachment D: Certifications
- 8.5. Attachment E: Project Cost Breakdown Form
- 8.6. Attachment F: Non-Collusion Certificate

ATTACHMENT A

SCOPE OF WORK

District Office – Boardroom and Overflow Area

Boardroom Specifications:

- Replace Extron control system and all components of that system, including touch screen panels X4 (1 mirrored) IR control, video switching matrix, and Interface Bi-Amp for audio.
- Install new microphones and new low profile monitors. *Note:* Monitors should be wide, not tall, to avoid blocking the Board member's faces.
- Replace Boardroom podium microphones/ in-room wireless mics / Board member mics.
- Replace existing TV monitors with business-grade models. *Note:* Must have HDMI and digital signage capabilities.
- Add a vote display board that shows real-time voting results of each Board member.

Boardroom Overflow / Conference Rooms 115 & 116:

- Replace control systems in both rooms. *Note:* Control system should be simple and easy to use for single or combined.
- Integrate video/audio systems to be capable of streaming live feeds into other meeting rooms from the Boardroom.
- Replace existing cameras and controller with new system.
- Replace existing Pearl DVR with more features (e.g., PIP titles, overlays, etc.).
- Provide conference room ability with Boardroom
- Install a web camera / microphone in each room for video conferencing in both locations.
- Install auto-system power off for video source, audio control, and mic controls.
- Install laser projectors for each room.

Control Room (Main Equipment Location):

- Replace current audio DSP system with integrated new system
- Replace existing 3 amplifiers located in rack main headend

Vendor Responsibilities:

- Provide all necessary conduit, wiring, and devices for technical power to the Boardroom equipment and conference/overflow rooms.
- Provide a project leader who will be available for consultation and meetings.
- Provide technical reports, drawings, and contracts, etc. for the equipment.
- Provide all necessary cableways and/or conduits required to facilitate new Boardroom wirings.

Training (Knowledge Transfer to District) Requirements:

- Equipment and system overview.

- Equipment start up, stop, and shut down.
- Equipment operation and function.
- Equipment automatic and manual operation if applicable.
- Discussion and documentation relating to system processor and its control applications.
- Discussion and documentation relating to control system operation.
- Powering up and powering down boardroom equipment/conference rooms.
- Manual operation of display systems, audio system, and all other related components.
- Point of contact for District to call when help/troubleshooting is needed.

**School Site Locations – Vallejo High School Auditorium,
Jesse Bethel High School Small Theater, and Hogan Middle School Auditorium**

Display Specifications:

- A high lumen laser projector with a long throw lens and HDMI input.
- Projector enclosure for security mounted at or above ADA requirements.
- Power surge protection for projection device.

Video Specifications:

- 2 HDMI input plates installed for source gear.
- Commercial grade HDMI inputs with strain relief locking screw holes.
- Rack-mounted video switching device to be used to send signal to the projector.
- Rack-mounted surge protected power 1U unit to be installed in the rack.

Audio Specifications:

- Audio digital signal processing (DSP) system to handle all of the audio feeds, rack-mounted.
- Two separate single wireless handheld microphone systems by Shure (or equal) to be rack-mounted (non-rechargeable battery powered)
- Antenna systems should allow for operation of the mics anywhere on the stage and, if possible, partially into the seating areas
- Two speakers mounted on each side of the stage. Speakers that can be directionally focused to reach all areas of the auditorium as equally as possible. *Note:* Speakers should be sized according to the size of the seating area.
- A 2-channel audio amplifier installed in the rack that can adequately handle the demands of the speakers without clipping or overheating. *Note:* Max volume to be set on the amplifier so that overdriving the amp or speakers is not possible from any source.
- Quiet cooling fans to be added to the rack to keep all components from overheating.

System Control Specifications:

- Simple and easy to use keypad controller that offers an intuitive selection of controls for volume and power controls for all systems including:
 - System power on/off.
 - Screen control movement of up and down.
 - Microphone selection for each of the two microphones and volume control.

- Audio source input volume control.
- The HDMI feed to the projector will be set up so that the projector will not lose sync if the source device goes to sleep.

Equipment Cabinet Specifications:

- Vendor will provide a rack to house all of the source gear. *Note:* May be floor mounted or wall mounted at minimum requirements for ADA compliance.
- The cabinet will need to be a locking cabinet with ventilation quiet fans and or a vented front door, to be determined on a site-by-site basis.
- The rack shall pivot to open if it is mounted on the wall.
- The rack will include shelves and blank plates to make the rack look complete.

Vendor Integration Responsibilities:

- Provide all necessary conduit, wiring and devices for power to the AV systems equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide technical reports, drawings, contracts, finished as-builts of entire system, etc.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide for the structural support of equipment. *Note:* Includes installation and connection of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.

Training (Knowledge Transfer to District) Requirements:

- Equipment and system overview.
- Equipment start up, stop, and shut down.
- Equipment operation and function.
- Equipment automatic and manual operation.
- Discussion and documentation relating to system processor and its control applications.
- Discussion and documentation relating to control system operation.
- Powering up, powering down AV system via control system.
- Manual operation of display systems, audio system and all other related components.
- Use/operation of patch panels, and when and where to be used.
- Point of contact for District to call when help is required.

ATTACHMENT B

SCHEDULE OF WORK

All work must be completed no later than September 1, 2024. Work should be prioritized at each site in the order listed below. Work may be performed at two or more sites simultaneously so long as such simultaneous work does not slow the completion of work at any site (e.g., work dates may overlap at the District Office and the Vallejo High School Auditorium, so long as the work at the District Office is completed first and is not slowed by simultaneous work at the Vallejo High School Auditorium).

Site	Date In / Date Out	Check-Ins
First Site: District Office		
Second Site: Vallejo High School Auditorium		
Third Site: Jesse Bethel High School Small Theater		
Fourth Site: Hogan Middle School Auditorium		

ATTACHMENT C

FORM OF CONTRACT

CONTRACT TO PROVIDE EQUIPMENT FOR A/V SYSTEMS TECHNOLOGY UPGRADES, INCLUDING INSTALLATION AND MAINTENANCE

This Contract to provide equipment for A/V systems technology upgrades, including installation and maintenance (“**Contract**”) is entered into on _____, 2024, by and between the **Vallejo City Unified School District** (“**District**”) and (“**Vendor**”). District and Vendor may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

NOW, THEREFORE, the Parties agree as follows:

1. The Vendor shall furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide and install the equipment as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Services**” or “**Work**”).
2. The Services shall be performed at the following sites (each, a “**Site**” and the Services performed thereon, the “**Project**”) in the order listed below:
 - District Office, 665 Walnut Avenue, Vallejo, CA 94592
 - Vallejo High School, 840 Nebraska Street, Vallejo, CA 94590
 - Jesse Bethel High School, 1800 Ascot Parkway, Vallejo, CA 94591
 - Hogan Middle School, 850 Rosewood Avenue, Vallejo, CA 94591
3. The Vendor’s Services at any one of the Sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor’s Services at other Site(s). The provisions of this Contract shall apply to the Vendor’s Services at each Site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each Site separately and District shall compensate Vendor for each Site separately on a proportionate basis based on the level and scope of Services completed for each Site.
4. **Term.** The term of this Contract shall be from _____, 2024 through the completion of the Project, which shall in no event be later than September 1, 2024 (“**Contract Time**”). Work shall be completed within the Contract Time, which is as reflected in **Exhibit B**, attached hereto and incorporated herein by this reference (“**Schedule**”). Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time.
5. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s), affidavit(s), and endorsement(s) of insurance required as indicated below:

- Signed Contract
- Certifications to be Completed by Vendor (**See Attachment D**)
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond (**See Exhibit C**)
- Payment Bond (**See Exhibit C**)
- [Other]: _____

6. **Compensation.** District agrees to pay the Vendor for Services satisfactorily rendered pursuant to this Contract a total fee of _____ Dollars (\$ _____) (“**Contract Price**”). District shall pay Vendor according to the following terms and conditions:

6.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made, subject to the Progress Payment provisions below.

6.2. Vendor shall prepare a separate invoice for each Site, if Vendor works at more than one Site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Contract.

6.3. **Progress Payment and Retention.**

6.3.1. District agrees to pay monthly to the Vendor an amount equal to ninety-five percent (95%) of the sum of the following:

- Cost of the Work satisfactorily performed as of the date of the Vendor’s submission of the invoice.
- Cost of materials not yet incorporated in the Work if approved by the District.
- Less amounts previously paid by the District.

6.3.2. Five percent (5%) of the Contract Price shall be retained by the District until Final Completion of the Project and shall be released as follows:

- Upon receipt of notice from Vendor that the Work is ready for final inspection, the District shall make such inspection. Final Completion shall be when the District determines that the Work is fully completed and in accordance with the Contract and accompanying documents, including, as applicable and without limitation, satisfaction of all “punch list” items.
- Retention shall be released to the Vendor within sixty (60) days of Final Completion of the Project.
- Acceptance of final payment by the Vendor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by the Vendor as unsettled at the time of Final Completion.
- In the event of a dispute, the District may withhold up to 150% of the

disputed amount from the final payment and retention funds.

7. **Expenses.** District shall not be liable to Vendor for any additional costs or expenses paid or incurred by Vendor in performing services for District.
8. **Change Orders.** The Vendor agreed to a Contract Price as part of the Contract. Requests for compensation beyond the amount of the Contract Price (“Change Orders”) will be strictly restricted to the conditions and limitations set forth below. Requests for Change Orders will be guided by the general proposition that Change Orders will be limited to circumstances that could not have been anticipated by the Vendor in the exercise of due diligence. The conditions under which the Vendor may be eligible for a Change Order are as follows:
 - 8.1. District change in scope;
 - 8.2. Force Majeure events;
 - 8.3. Differing site conditions which could not have been discovered by Vendor at the time of submitting its price proposal through an exercise of reasonable due diligence;
 - 8.4. District suspension of Work;
 - 8.5. Changes in applicable law, provided that Vendor cooperates with District in mitigating the adverse impact of any change in the law; and
 - 8.6. District prevention or disruption of Vendor’s ability to access the Site(s) or any portion thereof.
9. **Independent Contractor.** Vendor, in the performance of this Contract, shall be, and act as, an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
10. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
11. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Contract, except as follows:
 - 11.1. [TO INSERT MATERIALS AS APPLICABLE]
12. **Performance of Services.**
 - 12.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. As

applicable, Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 12.2. **Meetings.** Vendor and District agree to participate in regular meetings as requested by the District to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 12.3. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 12.4. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Contract. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on District grounds, particularly when children are present.
- 12.5. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 12.6. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in the forms included in **Exhibit C**, attached hereto and incorporated herein by this reference, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
13. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Contract, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
14. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Contract shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
15. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Contract. Vendor shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

16. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
17. **Termination.** If Vendor fails to perform the Services and Vendor's duties to the satisfaction of the District, or if Vendor fails to fulfill in a timely and professional manner Vendor's obligations under this Contract, or if Vendor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Vendor. The Vendor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Vendor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Vendor. In case of a termination for convenience, Vendor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
18. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of the Services, the Project, or this Contract, including without limitation the payment of all consequential damages, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. District has the right to pre-approve any legal representation that Vendor proposes to defend District.
19. **Insurance.**
 - 19.1. **General Liability Insurance:** Vendor shall maintain during the life of this Contract a comprehensive liability insurance policy with an insurance carrier authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII rating or approved by the Surplus Line Association, unless agreed to in writing by the District. The insurance will serve to protect the Vendor and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as follows:
 - 19.1.1. Comprehensive General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - 19.1.2. Automobile liability insurance for any vehicle that enters District property. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
 - 19.1.3. Workers Compensation insurance as required by the State of California with statutory limits.
 - 19.1.4. Employer's liability insurance with limits of no less than \$1,000,000 per occurrence.

- 19.2. The insurance required of the Vendor shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Vendor hereunder, the Vendor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price.
- 19.3. The Vendor shall furnish the District with original certificates of insurance and copies of the applicable policy language effecting the coverage required herein. An endorsement must be issued by the Vendor's insurance carrier amending the Vendor's policy and naming the Vallejo City Unified School District, its officials, trustees, officers, agents, employees, volunteers, and representatives as an additional insureds. The endorsement must be on ISO Form CG 20 1185 or equivalent. The Vendor shall be required to provide a copy of the required endorsements.
- 19.4. All certificates and endorsements are to be received and approved by the District before commencement of the work under the Contract. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

20. **Incidental Installation Work.**

- 20.1. The Parties acknowledge that this Contract shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 20.2. The above-referenced incidental labor is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5. Vendor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof. Vendor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4. Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates. Copies of the prevailing rate of per diem wages are on file with the District and available on the DIR website. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.
- 20.3. If required, one or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s)' duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for

full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Contract or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Contract without the District's written consent.
22. **Compliance with Laws.** Vendor shall observe and comply with all policies, rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules, or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules, or regulations without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
23. **Certificates/Permits/Licenses.** Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Contract.
24. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
25. **No Rights in Third Parties.** This Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
26. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 26.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 26.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
27. **Duty of Cooperation.** Vendor accepts and acknowledges the relationship of trust and confidence with the District established by the Contract. Vendor shall cooperate with the District.
28. **Limitation of District Liability.** Other than as provided in this Contract, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this

Contract for the services performed in connection with this Contract.

- 29. **Confidentiality.** The Vendor and all Vendor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.
- 30. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

Vallejo City Unified School District
665 Walnut Ave
Vallejo, CA 94533
Attn: Mitchell Romao
Assistant Superintendent, Operations

[VENDOR]

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 31. **Applicable Law Deemed Included.** Each and every provision required by law to be inserted in this Contract is hereby deemed to be a part of this Contract, whether actually inserted or not.
- 32. **Integration/Entire Contract of Parties.** This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be amended or modified only by a written instrument executed by both Parties.
- 33. **California Law.** This Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Contract shall be maintained in the county in which the District’s administrative offices are located.
- 34. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 35. **Severability.** If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 36. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Contract, except as otherwise provided in this Contract, has any authority to bind the other to any agreements or undertakings.
- 37. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Contract, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 38. **Captions and Interpretations.** Paragraph headings in this Contract are used solely for convenience,

and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

39. **Calculation of Time.** For the purposes of this Contract, “days” refers to calendar days unless otherwise specified.
40. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authority and empowered to enter into this Contract.
41. **Governing Board Approval.** This Contract shall not become effective until it has been approved by the District’s Board of Trustees.
42. **Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
43. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[Remainder of page left intentionally blank]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2024 Dated: _____, 2024

VALLEJO CITY UNIFIED SCHOOL DISTRICT _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit A

PROJECT DESCRIPTION & PROJECT CRITERIA

[TO INSERT SCOPE OF WORK UPON SELECTION OF CONTRACTOR]

Exhibit B

SCHEDULE OF WORK

All work must be completed no later than September 1, 2024. Work should be prioritized at each site in the order listed below. Work may be performed at two or more sites simultaneously so long as such simultaneous work does not slow the completion of work at any site (i.e., work dates may overlap at the District Office and the Vallejo High School Auditorium, so long as the work at the District Office is completed first and is not slowed by simultaneous work at the Vallejo High School Auditorium).

Site	Date In / Date Out	Check-Ins
First Site: District Office		
Second Site: Vallejo High School Auditorium		
Third Site: Jesse Bethel High School Small Theater		
Fourth Site: Hogan Middle School Auditorium		

Exhibit C

**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS the **VALLEJO CITY UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to _____ (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the _____ **Project** (the "Project");

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated _____, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **VALLEJO CITY UNIFIED SCHOOL DISTRICT** in the sum of _____ dollars, \$ _____, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete

the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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

The Principal and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day of _____, 20__.

Principal/Contractor

By: _____
President

Surety

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged, \$_____.

(The above must be filled in by corporate surety.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On this ____ day of _____, in the year _____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me (or proved to be on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the
_____ (surety) and acknowledged to me that he subscribed the name of the
_____ (surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires _____.

**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS, the **VALLEJO CITY UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to _____ (the "Principal") a contract for the Work commonly described as the: _____ **Project** (the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Oblige, dated _____, _____ which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code § 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto Vallejo City Unified School District, as Oblige, for payment of the penal sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by the Oblige under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in California Civil Code § 9554.

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

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

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

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

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

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Area Code and Telephone Number of Surety)

ATTACHMENT D

CERTIFICATIONS TO BE COMPLETED BY VENDOR

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Vendor shall complete **ONLY ONE** of the following three paragraphs.

1. Vendor's Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Vendor's Total Base Bid is one million dollars (\$1,000,000) or more, but Vendor is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Vendor is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Vendor's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Vendor to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with Bid.

I certify that I am duly authorized to legally bind the Vendor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Vendor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of

Vendor and that by executing this Agreement he/she is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I certify that I will provide a drug-free workplace by doing all of the following:

- (1) 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 the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes buildings, grounds, owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits the electronic cigarettes, "vaping" or similar product uses on District sites.

No Hazardous Materials. I certify that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material,” will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Imported Materials. All soils, aggregate, or related materials (“Fill”) that Vendor, a subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in Section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code (“CEQA”), and shall comply with the requirements for a Phase I environmental assessment acceptable to the Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

I certify that I am duly authorized to legally bind the Vendor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date:

Proper Name of Vendor:

Signature:

Name:

Title:

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
*(Contractor **REQUIRED** to complete.)*

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Agreement:

- Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.
- Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent Contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.
- Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT E

PROJECT COST BREAKDOWN FORM

In addition to completing the Cost Breakdown Form below, Firms must also comply with the Contents of Proposal requirements included in the Instructions to Proposers.

**** If Firms charge an hourly fee rather than a flat rate for the five-year and ten-year servicing plans, Firms should attach a detailed fee schedule to this Project Cost Breakdown Form and should not fill out lines 3 and 4 in the Form below.**

Work	
1. Pre-Installation Services	\$ _____
2. A/V System Equipment Upgrades by Site (Including Training/Knowledge Transfer)	\$ _____
a. District Office	\$ _____
b. Vallejo High School Auditorium	\$ _____
c. Jesse Bethel High School Small Theater	\$ _____
d. Hogan Middle School Auditorium	\$ _____
3. ** Support and Servicing Plan (5 Years) (Must include ALL sites)	\$ _____
4. ** Support and Servicing Plan (10 Years) (Must include ALL sites)	\$ _____
5. Subtotal (Line Nos. 1+2+3+4)	\$ _____
Mark-Ups	
6. Bonds _____ % of Line No. 5	\$ _____
7. Insurance _____ % of Line No. 5	\$ _____
8. Mark-Ups Total (Line Nos. 6+7)	\$ _____
TOTAL (Line Nos. 5+8)	\$ _____

ATTACHMENT F

NON-COLLUSION DECLARATION

Public Contract Code § 7106

The undersigned declares:

I am the _____
**[PRINT YOUR TITLE] of _____ [PRINT FIRM NAME], the party making
the foregoing Contract.**

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the Contractor or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and Contractor's proposal are true. The Contractor has not, directly or indirectly, submitted his or her Contract 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 proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor 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 Contractor.

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 the following date:

Date: _____

Proper Name of Contractor: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)