

**CUPERTINO UNION SCHOOL DISTRICT  
REQUEST FOR QUOTES  
RFQ 22-IB04-08**

**FIRE PROTECTION SERVICES**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Cupertino Union School District, hereinafter referred to as the District, will receive up to, but not later than 2:00 p.m., on May 26, 2022, quotes for the award of a contract to a fire protection services Contractor for the above-referenced project.

The District is interested in engaging an independent fire protection services Contractor for inspection, testing, and maintenance of District's wet pipe sprinklers, fire hydrants, kitchen hoods, kitchen roll-up fire doors, and fire extinguishers.

All quotes shall be submitted in the format specified by the District. Proposals shall be delivered to the Cupertino Union School District, Purchasing Department, Door 10, 10301 Vista Drive, Cupertino, California 95014. All quotes shall be labeled "Fire Protection Services – RFQ #22-IB04-08."

Any fire protection services Contractor who wishes their quote to be considered is responsible for making certain that their proposal is received by the Purchasing Department by the proper time. No oral, facsimile, electronic, or telephonic proposals or modifications will be considered. Quotes received after the scheduled submittal deadline will be returned unopened.

The receiving time by the Purchasing Department will be the governing time for acceptability of quotes. Quotes will not be accepted by telephone or facsimile machine.

Specifications: Contractors may view Information regarding this RFQ on the District website at the following web address: <https://ca02218495.schoolwires.net/Page/7179>.

Please call (408) 252-3000 x61493, or email [ino\\_dana@cusdk8.org](mailto:ino_dana@cusdk8.org) for any questions regarding this matter.

Dana Ino  
Director, Business Operations

May 5, 2022

## SCOPE OF WORK

The Cupertino Union School District (hereafter the District) is accepting quotes from qualified individuals, firms, partnerships, and corporations to provide fire protection services for the District. The initial term of this contract shall be for a period of one year with options to renew 1) four additional one-year contracts or 2) renew for a two-year period and two additional one-year contracts or 3) renew for a three-year period and one additional one-year contract with qualified contractor.

Cupertino Union School District (CUSD) educates more than 14,000 students in the city of Cupertino and portions of five surrounding communities in California's Silicon Valley. Beginning July 1, 2022, CUSD will be comprised of 18 elementary schools, five middle schools, lease sites, and the District Offices. Our student population is extremely diverse, coming from families speaking over 46 different languages. The mission of CUSD is to provide a child-centered environment that cultivates character, fosters academic excellence, and embraces diversity. District families, community, and staff join as partners to develop creative, exemplary learners with the skills and enthusiasm to contribute to a constantly changing global society.

**SCHEDULE OF ACTIVITIES:** The following outline is the anticipated schedule of activities for the solicitation of vendor responses to this Request for Quotations:

Date	Activity
<b>May 5, 2022</b>	Distribution of Request for Quotations
<b>May 19, 2022 @ 2:00pm</b>	Deadline for Submitting Questions
<b>May 26, 2022 @ 2:00pm</b>	Bids Due
<b>May 27, 2022</b>	Proposed Award of Contract
<b>July 1, 2022</b>	Proposed Start Date

### **SPECIFIC REQUIREMENTS:**

- Contractor shall provide all labor, materials, tools, and equipment necessary to perform requisite inspection, testing, and maintenance of the District's fire protection systems.
- Maintain UL certification of fire extinguishing system(s) identified in Health and Safety Code Section 13195, shall incorporate by reference NFPA 10, and shall incorporate by reference NFPA 25, Inspection, Testing, and Maintenance of Water-Based Fire Protection System, including Annexes A, C, D, and E, as amended by the office of the State Fire Marshal, as follows:
  - Wet pipe fire sprinklers
    - Quarterly inspection, testing, and maintenance on flow switch on riser
    - One-year inspection, testing, and maintenance
    - Five-year inspection, testing, and maintenance

- Standpipe and hose systems (fire hydrants)
    - One-year inspection, testing, and maintenance
    - Five-year inspection, testing, and maintenance
  - Kitchen hoods (Ansul)
    - Six-month inspection, testing, and maintenance
  - Kitchen roll-up fire doors
    - One-year inspection, testing, and maintenance
  - Fire extinguishers
    - One-year inspection, testing, and maintenance
    - Six-year maintenance/recharge to all dry chemical type fire extinguishers.
    - 12-year hydrostatic cylinder test for fire extinguishers.
- All services shall be performed by a qualified State of California licensed fire protection contractor (C-16).
  - Inspection, testing, and maintenance schedule is as follows: sprinklers (July-August), fire hydrants (November), kitchen hoods (August and February), kitchen roll-up doors (July-August), and fire extinguishers (July). Changes to schedule may be made with prior approval by Maintenance Department.
  - Mark all inspected devices with an inspection tag indicating month, day, and year of inspection.
  - Provide signed and dated official inspection reports to the District's Maintenance Department within five (5) business days of inspection. Electronic copies are acceptable.
  - Upload signed and dated official inspection reports to the City of Sunnyvale's Compliance Engine within five (5) business days of inspection for sites residing within the City of Sunnyvale.
  - Contractor shall be in compliance and accountable to the Laws and Regulations for Automatic Extinguishing Systems by the Department of Forestry and Fire Protection, Office of the State Fire Marshal Fire Engineering Division.
  - Repairs necessitated by faulty equipment provided and installed by Contractor, improper maintenance procedures and/or Contractor's negligence or error shall be the responsibility of Contractor.
  - Additional services: Provide hourly service rates for repairs.

## DISTRICT FIRE PROTECTION SYSTEMS

### **Wet Pipe Fire Sprinklers (10 sites)**

1. Blue Hills ES: entire school
2. Cupertino MS: science wing (2 risers) and gym
3. Kennedy MS: MU bldg., rm. 1 closet, rm. 14 closet, kitchen closet
4. Lawson MS: science wing (2 risers)
5. Luther lease site: three risers
6. McAuliffe ES: two sprinklers
7. Murdock-Portal ES: entire school
8. Sedgwick ES: Bldg. 920
9. Stevens Creek ES: GLC closet
10. Stockmeir ES: GLC bldg.

### **Standpipe and Hose Systems (Fire Hydrants) (28)**

1. Blue Hills ES (2)
2. Collins ES (1)
3. Cupertino MS (3)
4. Dilworth ES (2)
5. Eaton ES (1)
6. Faria ES (1)
7. Garden Gate ES (1)
8. Lawson MS (4)
9. Lincoln ES (1)
10. Meyerholz ES (2)
11. Miller MS (1)
12. Muir ES (1)
13. Nan Allan lease site (1)
14. Nimitz ES (1)
15. Stevens Creek ES (1)
16. Stockmeir ES (2)
17. West Valley ES (3)

### **Kitchen Hoods (Ansul) (2)**

1. Cupertino MS
2. Hyde MS

### **Kitchen Roll-Up Fire Doors (13)**

1. Dilworth ES (1)
2. Hyde MS (2)
3. Kennedy MS (3)
4. Lincoln ES (1)
5. Miller MS (1)
6. Montclair ES (1)
7. Muir (2)
8. Sedgwick (2)

### **Fire Extinguishers (1,344)** (The quantity of fire extinguishers is expected to increase to approximately 1,400.)

1. Blue Hills ES: 33
2. Collin ESs: 43
3. Cupertino MS: 90
4. De Vargas ES: 41
5. Dilworth ES: 35
6. District Office: 10
7. Operations Center: 32
8. Eaton ES: 40
9. Eisenhower ES: 47
10. Faria ES: 39
11. Garden Gate ES: 52
12. Hyde ES: 51
13. Kennedy MS: 67
14. Kit Stop/TRC: 8
15. Lawson ES: 90
16. Lincoln ES: 41
17. Luther lease site: 38
18. McAuliffe ES: 45
19. Meyerholz ES: 48
20. Miller MS: 65
21. Montclair ES: 29
22. Muir ES: 27
23. Murdock-Portal ES: 40
24. Nan Allan lease site: 6
25. Nimitz ES: 46
26. Regnart ES: 44
27. Sedgwick ES: 49
28. Serra lease site: 22
29. Stevens Creek ES: 43
30. Stockmeir ES: 79
31. West Valley ES: 44

## **QUOTE REQUIREMENTS**

The Contractor will submit a Price/Quotation Cost Worksheet, detailing the projected scope of work that may be required under this contract. This Price/Quotation Cost Worksheet shall become the basis of a not-to-exceed price for a time-and-material contract. The scope of work will depend on actual site conditions and project requirements and may vary from the scope contained in the Price/Quotation Cost Worksheets (see Attachment A). The hourly and/or unit costs provided by the Contractor shall be the basis for all billings and the final contract amount shall be based solely on actual work performed.

## INSTRUCTIONS TO BIDDERS

FIRM QUOTE. Bidders' prices shall remain firm for a period of ninety (90) days from the Date Due, unless otherwise specified in the Request for Quotation (RFQ).

FORMS. Quotes must be submitted on preprinted Quote forms supplied in the RFQ. Quotes must include both the Cost Proposal form and Attachment A—Price/Quotation Cost Worksheet.

INFORMED BIDDERS. Before submitting Quotes, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of Quote. Payment discounts must be clearly shown on the Cost Proposal form in the space provided.

PRICES. Prices shall be stated in units and quotations made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Director of Business Operations. **Questions regarding this solicitation must be submitted in writing**, by e-mail, to the Director of Business Operations at [ino\\_dana@cusdk8.org](mailto:ino_dana@cusdk8.org), **and shall arrive by 2:00 p.m., May 26, 2022.** Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and email address, and contact person must be included with the questions or comments.

**Clarification, corrections, or changes to specifications.** All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum **only**. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a prebid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by e-mail.

It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged.

RESULTS. A tabulation of the quotes received will be available within a reasonable time after the Date Due, and will be available on the District website <https://ca02218495.schoolwires.net/Page/7179>.

## RULES FOR SUBMITTING QUOTES.

- **Date Due.** Quotes must shall be delivered to the Cupertino Union School District, Attn: Purchasing Department, Door 10, 10301 Vista Drive, Cupertino, California 95014, and shall be labeled “Fire Protection Services –RFQ #22-IB04-08.” by the Date Due shown on the Request for Quotations (RFQ).
- **Responsibility.** Bidders are solely responsible for ensuring their Quote is received by the District in accordance with the solicitation requirements, before the date and time specified in the RFQ, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of quote shall be made at the office specified in the RFQ. Deliveries made before the Date Due and time but to the wrong District office will be considered nonresponsive unless redelivery is made to the office specified before the Date Due and time specified in the RFQ.
- **Time for Receipt.** Quotes are due no later than 2:00 p.m. on May 26, 2022. Quotes received after the date and/or time stated will be considered late and will not be considered for award.
- **Extension of Date Due and/or Time.** The District reserves the right to extend the Date Due and/or time when it is in the best interest of the District.
- **Forms.** To be considered for award, Quotes must be submitted on preprinted Quote forms supplied in the RFQ. Quotes must include both the Cost Proposal form and Attachment A—Price/Quotation Cost Worksheet.
- **Signature.** To be considered for award, each RFQ shall be signed by an authorized representative of the Bidder.
- **Unsealed.** Quotes may be submitted by hand or any other method specified by the RFQ. It is *not* necessary that quotes be submitted in a sealed envelope. No oral, facsimile, electronic, or telephonic proposals or modifications will be considered.

TERMS OF THE OFFER. District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District. Quotes offering terms other than those shown herein will be declared nonresponsive and will not be considered.

WITHDRAWAL. Bidders’ authorized representative may withdraw Quotes only by written request received by the Director of Business Operations before the Quote Date Due. After that time, Bidders may not withdraw their Quotes for a period of ninety (90) days from the date of opening. At no time may the successful Bidder(s) withdraw their Quote.

## **TERMS AND CONDITIONS**

**AGREEMENT.** Submission of a signed quote will be interpreted to mean Bidder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Quotations. Bidder's signed quote and District's written acceptance or purchase order shall constitute a contract.

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Successful Bidder may not assign, transfer, or sell any rights or obligations resulting from this quote without first obtaining the specific written consent of the District.

**CANCELLATION OF SOLICITATION.** The District may cancel this solicitation at any time.

**COMPLIANCE TO SPECIFICATIONS.** It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this Request for Quotation (RFQ).

**FINGERPRINTING OF EMPLOYEES.** Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

**LAWS GOVERNING THE CONTRACT.** This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the County of Santa Clara and the State of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising herefrom.

It is the responsibility of the Contractor to ensure any employee hired to work on District's campuses are fully vaccinated against COVID-19. Vaccination records must be collected and maintained by the Contractor. In addition, upon entering a CUSD campus, the Contractor must ensure all employees understand their obligation to submit a daily symptom check prior to arriving on a CUSD campus:

<https://permission.click/1eLyr/us#/signee>.

**LABOR CODE REQUIREMENTS.** Consultant shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than



one thousand dollars (\$1,000). Prevailing wage rates are available on the internet at <http://www.dir.ca.gov>.

**Certified Payroll Records.** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

**Labor Compliance.** Consultant shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to State labor compliance monitoring and enforcement by the Department of Industrial Relations.

**RIGHTS RESERVED.**

**A. Rejection.** The District reserves the right to reject any or all quotes or any part thereof, or to accept any quote or any part thereof, or to waive any informalities in any quote, whenever it is deemed to be in the best interest of the District. The District also reserves the right to reject the quote of any Bidder who has previously failed to perform adequately for the District or any other governmental agency.

**B. Cover.** Should the successful Bidder fail to comply with the conditions of this quote or fail to complete the required work or furnish the required materials within the time stipulated, the District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.

**C. Severability.** If any provision, or any portion of any provision, of any contract resulting from this quote shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

**D. Bid Protest.** Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District before 5:00 p.m. of the third (3<sup>rd</sup>) business day following bid opening. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered. The protest must include the name, address, and telephone number of the person representing the protesting party.

**TERMS OF THE CONTRACT.** The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the District.

**WARRANTY BY BIDDER.** Successful Bidder shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the District. Time is of the essence of this contract. Successful Bidder shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

**SPECIAL PROVISIONS  
FOR NONCONSTRUCTION SERVICES**

ACCESSIBILITY. The contractor shall fully inform him- or herself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the contract. He or she shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

AUTHORITY OF THE DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BUSINESS LICENSE. Contractor agrees to obtain at Contractor's own cost and before performing services or installations within the city limits, the appropriate business license.

CLEANUP. During performance and upon completion of work on this project Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the District.

CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the District as a result of this solicitation.

COOPERATION BETWEEN CONTRACTORS. The District reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his or her work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and hold harmless the District from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate their activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The Contractor shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the Contractor or his/her employee while working on the District's premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Contractor shall immediately report to the District any damages to the premises resulting from services performed under this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidders are expected to carefully examine the site of the proposed work, the proposal, specifications, and the bid forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

HOLD HARMLESS. Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the District, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

INDEPENDENT CONTRACTOR. In accepting this contract, Successful Bidder (hereinafter Contractor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his/her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of District.

INSURANCE REQUIREMENTS. Successful Bidder shall provide insurance as specified below. Within ten (10) calendar days of award of contract, Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified, and naming the District Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

<b>TYPE OF COVERAGE</b>	<b>MINIMUM REQUIREMENT</b>
<b>Commercial General Liability</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, And Medical Payments	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Automobile Liability Insurance – Any Auto</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$1,000,000
<b>Sexual Abuse/Molestation</b>	\$1,000,000

LIQUIDATED DAMAGES. Time is of the essence of this contract. Failure to start and complete all work specified within the time specified in these bid documents shall constitute material breach of contract. Failure of Successful Bidder/Contractor to complete the work within the time allowed will result in damages, and for each consecutive day in excess, the Successful Bidder/Contractor shall pay to the District the sum of five hundred dollars (\$500) per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the Successful Bidder/Contractor if such delay occurs.

PERMITS. Successful Bidder/Contractor shall, unless otherwise provided elsewhere in the contract, at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the contractor to give advice and reasonable protection, safety, and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

TAXES. Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

**IMPORTANT**

**DOCUMENTS TO BE RETURNED WITH PROPOSAL**

The following forms must be completed and submitted on or before the Submittal Deadline:

1. Noncollusion Affidavit
2. Proposer's Statement Regarding Insurance Coverage
3. Workers' Compensation Insurance Certificate
4. Prevailing Wage and Related Labor Requirements Certification
5. DIR Certification
6. Fingerprinting/Criminal Background Investigation Certification
7. Cost Proposal
8. Attachment A–Price/Quotation Cost Worksheet

Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it nonresponsive.

*In accordance with Public Contract Code §7106, the following Affidavit must be executed by Proposer and submitted with proposal.*

**NONCOLLUSION AFFIDAVIT  
To Be Submitted With Quote**

State of California )  
County of Santa Clara ss.)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at Place)

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**PROPOSER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted With Quote**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Quotes No. 22-IB04-08, Fire Protection Services. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**WORKERS' COMPENSATION INSURANCE CERTIFICATE  
To Be Submitted With Quote**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing



**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**  
To Be Submitted With Quote

RFQ NO.: 22-IB04-08 between Cupertino Union School District ("District") and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or  
"Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing



**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

**To Be Submitted With Quote**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services (“Agreement”):

- Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. 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. (Education Code § 45125.1 (c))

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

District Representative’s Name and Title: \_\_\_\_\_

District Representative’s Signature: \_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’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 Consultant, who may have contact with District pupils 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.”*
- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all 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 Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - Surveillance of Employees by District personnel.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of the Consultant 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 Consultant.

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

Name of Consultant: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**COST PROPOSAL**

*(All quotes must use this form.)*

The undersigned declares the Notice to Bidders has been read and agrees and proposes to furnish all necessary man hours and materials needed to provide Fire Protection Services for the above-mentioned projects, all in accordance with the terms, conditions, specifications of **RFQ 22-IB04-08 Fire Protection Services**, not to exceed the following amounts, including all applicable taxes:

1. TOTAL Proposal Amount \$ \_\_\_\_\_ (from Attachment A)

TOTAL Proposal Written Amount:

\$ \_\_\_\_\_ dollars

2. The undersigned hereby certifies that this Bid is genuine and not fraudulent or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for him/herself an advantage over any other Bidder. Further, the undersigned also declares under penalty of perjury under the laws of the State of California, that representations made in this Bid are true and correct.

3. The undersigned has notified the District of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents, and has contacted the Purchasing Department before bid date to verify the issuing of any clarifying Addenda.

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

No. \_\_\_\_\_, Dated \_\_\_\_\_ No. \_\_\_\_\_, Dated \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Taxpayer's Identification No. \_\_\_\_\_ Business License No. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Company Name Street Address

\_\_\_\_\_  
Per (Printed Name) City State Zip

\_\_\_\_\_  
Title Signature

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
E-Mail Address

**ATTACHMENT A — PRICE/QUOTATION COST WORKSHEET**

*(All quotes must use this form.)*

Item					
<b>Wet Pipe Fire Sprinklers</b>	<b>Cost Per</b>				<b>Subtotal</b>
<b>Inspection/Report</b>					
<b>Blue Hills ES:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Cupertino MS:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Kennedy MS:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Lawson MS:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection , Testing & Maintenance	\$				
Written Report	\$				\$
<b>Luther Lease Site:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection , Testing & Maintenance	\$				
Written Report	\$				\$
<b>McAuliffe ES:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Murdock-Portal ES:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Sedgwick ES:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection , Testing & Maintenance	\$				
Written Report	\$				\$
<b>Stevens Creek ES:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Stockmeir ES:</b>					
One-Year Inspection, Testing & Maintenance	\$				
Five-Year Inspection, Testing & Maintenance	\$				
Written Report	\$				\$
<b>Wet Pipe Fire Sprinkler Subtotal</b>					<b>\$</b>

*(Worksheet continued on next page.)*

<b>Standpipe and Hose System (Fire Hydrants)</b>	<b>Cost Per Inspection/Report</b>		<b>Number</b>		<b>Subtotal</b>
One-Year Inspection, Testing & Maintenance	\$	x	28	=	\$
Five-Year Inspection, Testing & Maintenance	\$	x	28	=	\$
Written Report	\$	x	28	=	\$
<b>Kitchen Hoods (Ansul)</b>	<b>Cost Per Inspection/Report</b>		<b>Number</b>		<b>Subtotal</b>
Six-Month Inspection, Testing & Maintenance	\$	x	2	=	\$
Written Report	\$	x	2	=	\$
<b>Kitchen Roll-Up Fire Doors</b>	<b>Cost Per Inspection/Report</b>		<b>Number</b>		<b>Subtotal</b>
One-Year Inspection, Testing & Maintenance	\$	x	13	=	\$
Written Report	\$	x	13	=	\$
<b>Fire Extinguishers</b>	<b>Cost Per Fire Extinguisher</b>		<b>Number</b>		<b>Subtotal</b>
One-Year Inspection, Testing & Maintenance	\$	x	1,400	=	\$
Six-Year Recharge for Dry Chemical	\$	x	1,400	=	\$
12-Year Hydrostatic Cylinder Test	\$	x	1,400	=	\$
<b>Hourly Service Rate for Repairs</b>	\$				
<b>TOTAL</b>					<b>\$</b>