

**REQUEST FOR PROPOSAL (RFP)
TELEPRESENCE/AUDIO VISUAL INSTALL – CAREER TRAINING CENTER BUILDING 600
RFP # 23/24-001**

Proposal Deadline: February 12, 2024 at 5:00 PM PST

**Location: Baldy View Regional Occupational Program
Attn: Business Services
1501 S. Bon View Avenue
Ontario, CA 91761**

Baldy View Regional Occupational Program (BVROP) is seeking a Contractor to install and configure Telepresence/Audio Visual equipment at the 600 Building located at 1501 S. Bon View Avenue, Ontario, CA 91761. Budget for this project is \$360,000.00 .

All proposals must be directed to Business Services, 1501 S. Bon View Avenue, Ontario, CA 91761 and be clearly marked on the outside of the envelope in the lower left-hand corner **“RFP ENCLOSED – Telepresence/Audio Visual Install – #600 Building”**.

A **mandatory** site visitation will be conducted at 1:00 PM on January 10, 2024 at 1501 S. Bon View Avenue, Ontario, CA 91761. Contractors must visit site in order to submit a proposal.

Contractors are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>. As of March 1, 2015, all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Each proposal must be accompanied by an RFP Bond in the amount of not less than 10 percent of the total amount bid. In accordance with the provision of Public Contract Code Section 20111, substitution of eligible and equivalent securities under this contract will be permitted at the request and expense of the Contractor. The successful Contractor will be required to furnish a Performance and Payment Bond at the level of one hundred percent (100%) of the contract amount.

Each Contractor shall possess at the time of bid a current contractor's license, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028-15, for the applicable work proposed to be furnished. The successful Contractor must maintain the license throughout the duration of this contract. Contractors responding to this RFP must possess a California Contractor's C-7 license (with the ability to sub-contract C-10 license), CISCO, or equal, collaboration expert certification and Crestron, or equal, Elite Value Incentivized Reseller (VIR) certification.

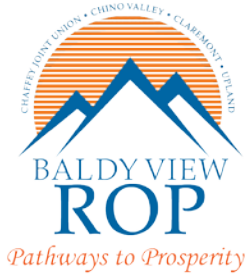
To request a copy of the RFP document, please call Purchasing/Contracts at (909) 947-3400, email purchasing at purchasing@bvrop.org or visit <https://www.baldyviewrop.com/Content2/rfps>

It is the sole responsibility of the Contractor to deliver their proposal to the BVROP Receptionist in building 400 where it will be dated and time stamped. RFP's shall remain open, valid and subject to acceptance anytime within ninety (90) days after the RFP opening date and time.

Any questions regarding the proposal should be reduced to writing and faxed to (909) 947-8931 or e-mailed to Purchasing at purchasing@bvrop.org . No faxed or electronic submissions will be accepted.

Sincerely,

David Suarez
Director of Business Services



REQUEST FOR PROPOSAL (RFP)
TELEPRESENCE/AUDIO VISUAL INSTALL – CAREER TRAINING CENTER BUILDING 600
RFP # 23/24-001

1.0 INSTRUCTIONS TO CONTRACTORS

1.1 General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

1.1.1 Delivery Address

Baldy View ROP
Business Services
Attn: David Suarez
1501 S. Bon View Avenue, Ontario, CA 91761

All RFPs must be in a sealed envelope bearing the name and address of the Contractor and must clearly state on the outside of the envelope in the lower left-hand corner “**RFP ENCLOSED – Telepresence/Audio Visual Install – #600 Building**”. BVROP will not be held responsible for submissions not clearly marked.

1.1.2 Deadline

Contractors must submit all required documents prior to the deadline of February 12, 2024 at 5:00PM PST

It is the sole responsibility of the Contractor to deliver their proposal to the BVROP Receptionist in building 400 where it will be dated and time stamped. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by BVROP.

1.1.3 Late RFPs

RFPs received after the deadline will be returned unopened as not meeting statutory requirements.

1.1.4 RFP BOND

Each RFP shall be accompanied by cash or cashier's check payable to BVROP or a satisfactory RFP bond in favor of BVROP executed by the Contractor as principal and a satisfactory surety company as surety, in the amount of One Thousand and no/100 dollars (\$1,000.00).

Such check or bond shall be given as a guarantee that the Contractor will enter into a contract if given the award and in the case of refusal or failure to enter into a contract within five (5) days after being requested to do so by BVROP, the cash, check or bond, as the case may be, shall be forfeited to BVROP. If the proposal is not accepted within ninety (90) days after the time set for the opening of RFPs, or if the successful Contractor executes and delivers said contract within the specified time, the cash, certified check or bond will be returned.

1.1.5 Mandatory Job Walk

A **mandatory** site visitation will be conducted at on January 10, 2024 at 1:00 PM at #600 Building located at 1501 S. Bon View Avenue, Ontario, CA 91761.

1.1.6 RFP Preparation Instructions

RFPs must be typed or legibly written in ink. Erasures and “whiteouts” are not permitted. Mistakes may be crossed out. Corrections shall be typed or legibly written adjacent to the mistake and initialed in ink by person signing the RFP. RFPs must be verified before submission as they cannot be withdrawn or corrected after being opened. BVROP will not be responsible for errors or omissions on the part of Contractors in making up their RFPs. RFPs must be signed by a responsible officer or employee.

1.1.7 Qualification of Contractors

Contractor must possess a valid License: Low Voltage Systems Contractor C-7 (with the ability to sub-contract for an Electrical Contractor with a C-10 license).

Contractor must have Cisco, or equal, Telepresence experience.

Contractor must have Cisco, or equal, collaboration expert certification and Crestron, or equal, Elite Value Incentivized Reseller (VIR) certification.

1.1.8 Examination of RFP Documents

Contractor should examine and be familiar with all enclosed information. The failure or omission of any Contractor to receive or examine any of the documents relating to this RFP shall in no way relieve any Contractor from any obligations with respect to his RFP or to the contract. The submission of a RFP shall be taken as prima facie evidence of compliance with this section.

1.1.9 Withdrawal of RFPs

Any Contractor may withdraw his RFP in person or by written request at any time prior to the scheduled opening date and time. Thereafter, all RFPs received shall become the property of BVROP.

1.1.10 RFP Preparation Cost

Costs for preparing RFP response and any other related material is the responsibility of the Contractor and shall not be chargeable in any manner to BVROP.

1.2 Questions Regarding RFP

Questions should be reduced to writing and faxed or e-mailed to Purchasing at (909) 947-8931 or purchasing@bvropp.org

1.3 Evaluation and Award Process

1.3.1 Contractors will be evaluated based on their response to all questions and requirements in the RFP. BVROP shall be the sole judge in the ranking process and reserves the right to reject any or all proposals. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for rejection.

1.3.2 Selected Contractors will be required to make a presentation and answer questions from BVROP. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal and answer additional questions of BVROP. Each Contractor will be limited to a one-hour presentation, which will include a thirty (30) minute presentation and a thirty (30) minute question and answer period by the Evaluation Committee. Presentations will be held during the week of January 15, 2023 at 1501 S. Bon View Ave Ontario, California.

1.4 RFP Content

- a. Designation of Subcontractors
- b. Non-Collusion Declaration
- c. Contractor’s Certificate Regarding Workers’ Compensation
- d. Certification of Drug-Free Workplace
- e. RFP Bonds
- f. Certification of Asbestos-Free Materials

1.5 Acceptance or Rejection of RFPs

RFPs shall remain open, valid and subject to acceptance anytime within ninety (90) days after the RFP opening date and time, unless a longer period of time is mutually agreed to by the parties. BVROP may reject any or all RFPs, any part of an RFP, or may waive any informality in an RFP.

2.0 Interpretation of Documents

Any interpretation or correction of the RFP documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the RFP documents. No person is authorized to make any oral interpretation of any provision in the RFP documents to any Contractor and no Contractor is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the RFP form, recapitulations of the proposal, alternative proposals or any other modification of the RFP form which is not specifically called for in the RFP documents may result in BVROP'S rejection of the RFPs as not being responsive. No oral or telephonic modification of any RFP submitted will be considered.

3.0 AWARD OF CONTRACT

BVROP reserves the right to reject any or all responses, or to waive any irregularities in the RFP, to be the sole judge as to the merit, quality, and acceptability of materials proposed and their compliance to the specifications which in our opinion will best serve the interest of BVROP. BVROP reserves the right to contract with any Contractor meeting the evaluation standards as set forth in this document in accordance with Public Contract Code 20118.2.

4.0 PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds will be required to be maintained during the life of the contract at one hundred percent (100%) of the amount in the proposal.

5.0 CONTRACTORS INTERESTED IN MORE THAN ONE RFP

No person, firm or corporation shall be allowed to make, file or be interested in more than one RFP for the same project unless alternate RFPs are specifically called for. A person, firm or corporation that submits a sub-proposal to a Contractor or that has quoted prices for materials to a Contractor is not thereby disqualified from submitting a sub-proposal or quoting prices to other Contractors or making a prime proposal.

6.0 LENGTH OF CONTRACT

Upon notification of award, Contractor and BVROP shall negotiate the length of contract.

7.0 PRICES

Prices are to remain firm for the term of the contract.

8.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, BVROP upon request will execute a certificate of exemption which will certify that BVROP is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of BVROP. No excise tax for such materials shall be included in any RFP price.

9.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by BVROP'S authorized representative. Each invoice shall reflect "One Job" that includes materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. BVROP shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

Prior to acceptance of all completed work, each payment will be at a sum equal to ninety-five percent (95%) of the value of the invoice presented.

9.1 Payments Withheld

Additionally, BVROP may withhold a sufficient amount of any payment otherwise due to Contractor as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor and/or materials furnished in and about the performance of work on the project under this contract.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
- d. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
- e. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

BVROP may apply such withheld amount to payment of such claims or obligations at his discretion. In so doing, BVROP shall be deemed as agent of Contractor and any payment so made by BVROP shall be considered as a payment made under contract by BVROP to Contractor and BVROP shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. BVROP will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

9.2 Final Payment

The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty (30) days after acceptance of work by BVROP. Only BVROP is authorized to accept the work under this contract as complete.

10.0 SAFETY REQUIREMENTS

All services proposed in response to this RFP must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of this RFP. Contractors receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Purchasing/Contracts Office of BVROP Material Safety Data Sheets (MSDS) for those items, when requested.

11.0 LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations he shall bear all costs arising there from.

12.0 PUBLIC WORKS PROJECT

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

13.0 SUBCONTRACTORS

Each Contractor shall submit a list of proposed subcontractors, if applicable, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). Forms for this purpose are furnished with the RFP documents.

Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible

to BVROP for acts and omissions of his subcontractor and of persons either directly or indirectly employed by subcontractor as he is for acts and omissions of person directly employed by him. Nothing contained in contract documents shall create any contractual relation between any subcontractor and BVROP.

BVROP'S consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and not such consent or approval shall be deemed to waive any provisions of this contract.

Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code Section 4100 through Section 4114.

14.0 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, BVROP has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of workmen needed to execute the contract. These prevailing rates so determined are on exhibit in Purchasing/Contracts Office and are available to any interested party.

Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the Contractor or any of his subcontractors engaged in work on the project not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such worker.

The Contractor shall as a penalty to BVROP, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor had knowledge of his obligations under Part 7 of Division 2 of the Labor Code. The difference between such stipulated prevailing wage rates shall be paid to each workman by the Contractor.

Any worker employed to perform work on the project which is not covered by a classification listed in "Wage Rates" shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code and similar purposes when the term "per diem wages" is used herein.

Apprentices of any of the above crafts may be employed provided they are properly indentured to Contractor in full compliance with the provision of Section 1777.5 of the Labor Code.

Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, actual hours worked and actual per diem wages paid to each workman employed by him in connection with this public work. Such record shall be open at all reasonable hours to inspection by BVROP, its officers and agents and to Division of Labor Law Enforcement of the State Department of Industrial Relations, State of California, his deputies and agents.

Contractor shall post at appropriate conspicuous points on the site of work, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

15.0 HOURS OF WORK

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 7 of the California Labor Code, eight hours of labor constitutes a legal day's work. The time of service of any workman employed at any time by the contractor or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided.

Contractor shall, as a penalty, forfeit twenty-five dollars (\$25) for each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week.

Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight hours per day at not less than one and one-half (1½) times the basic rate of pay.

Any work necessary to be performed after regular working hours, on Sundays or other holidays shall be performed without additional expense to BVROP.

16.0 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

As of March 1, 2015, all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

17.0 PROTECTION OF WORK AND PROPERTY

Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by BVROP. All work shall be solely at the Contractor's risk. He shall adequately protect adjacent property from loss or damage as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of work. He shall designate a responsible member of his organization on the work whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to BVROP by Contractor.

In an emergency affecting safety of life, work or adjoining property, Contractor, without special instruction or authorization from BVROP, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by BVROP. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances and tools against damage by weather conditions.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereof and repair any damage thereto caused by work operations.

Contractor shall (unless the requirements are waived by BVROP) enclose working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular activities.

Deliver materials to site over route designated by BVROP.

Take preventive measures to eliminate objectionable dust.

Confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of BVROP and shall not unreasonably encumber premises with his materials and enforce all instructions of BVROP regarding signs advertising, fires, danger signals, barricades and smoking and require that all persons employed on work comply with all regulations while on site.

Should the Contractor encounter material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) on the site which has not been rendered harmless, the Contractor shall immediately stop work in the affected area and notify BVROP of the condition in writing. Work in the affected area shall not be resumed except by written agreement of BVROP and Contractor if the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB or when it has been rendered harmless.

The Contractor shall not be required to perform, without consent, any work relating to asbestos or PCB.

It is further expected and understood that the Contractor will perform all repairs, maintenance and installation in accordance with generally accepted safety practices and shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of work. This requirement will apply continuously and not be limited to normal working hours.

It is further expected and understood that extra precaution will be taken for the safety of all children and employees.

18.0 PERMITS

Any permits required for the prosecution of the work called for in the RFP shall be secured and paid for by the Contractor unless otherwise specified.

19.0 HOLD HARMLESS

The Contractor shall hold harmless and indemnify BVROP, its officers and employees from every claim or demand that may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order however caused.
- b. Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the Contractor or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing or use of any copyrighted composition, secret process or patented or unpatented invention under the purchase order.

20.0 CERTIFICATES OF INSURANCE

Within five (5) days after notice of intent to award and prior to award, Contractor must furnish BVROP, at no cost or obligation to BVROP, certificates of insurance from all companies as evidence of the amounts and types of insurance required as per Section 21.0.

21.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and BVROP from all claims for property damage arising from operations under the contract.

Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

Contractor shall not commence work, or shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates have been delivered and approved by BVROP.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to BVROP stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
- b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Certificates of insurance shall clearly state that BVROP is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by BVROP.
- d. Insurance shall be written for not less than the following limits, or greater if required by law:
 1. Workers' Compensation

- a. State Statutory
- b. Applicable Federal Statutory
- 2. Comprehensive general liability, including premises-operations, independent contractor’s protection, products and completed operations, broad form property damage:
 - a. Bodily Injury \$ 500,000 each occurrence
 - b. Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate
 - c. Products and completed operations shall be maintained for a minimum two years after final payment \$ 500,000 aggregate
- 3. Contractual Liability
 - a. Bodily Injury \$ 500,000 each occurrence
 - b. Property Damage \$ 100,000 each occurrence
\$1,000,000 aggregate
- 4. Personal Injury with Employment Exclusion Deleted \$ 100,000 aggregate
- 5. Comprehensive Automobile Liability (owned, non-owned, hired)
 - a. Bodily Injury \$ 250,000 each person
\$ 500,000 each accident
 - b. Property Damage \$ 250,000 each occurrence

22.0 WORKERS’ COMPENSATION

In accordance with the provisions of Section 3700 of the California Labor Code, Contractor shall secure the payment of compensation. Contractor shall sign and file with BVROP the Contractor’s Certificate Regarding Workers’ Compensation included as part of the RFP document and if awarded a contract, provide to BVROP a copy of his Workers’ Compensation Insurance certificate.

Contractor’s Workers’ Compensation insurance shall include a waiver of subrogation.

23.0 WORKERS

Contractor must use adequate number of skilled workmen thoroughly trained and experienced in necessary crafts and who are familiar with specified requirements and methods needed for proper performance of work. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit persons. Any person in the employ of the Contractor whom BVROP may deem incompetent or unfit shall be dismissed from performing work under BVROP’S contract and shall not again be employed on said work, except with written consent of BVROP.

24.0 GUARANTEE OF WORK

Contractor shall, and hereby does, guarantee all work for a period of one (1) year after date of acceptance by BVROP and shall repair or replace any or all such work; together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within specified time frames from date of acceptance without expense whatsoever to BVROP. Ordinary wear and tear, unusual abuse or neglect excepted. BVROP will give notice of observed defects with reasonable promptness. Contractor shall notify BVROP upon completion of repairs.

In the event of failure of Contractor to comply with above mentioned conditions within two (2) working days after being notified, BVROP is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges immediately on demand.

If, in the opinion of BVROP, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to BVROP or to prevent interruption of operations of BVROP, BVROP will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with BVROP’S requirements for correction within a reasonable time as determined by BVROP, BVROP may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by BVROP will not relieve the Contractor of the guarantee provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish BVROP all appropriate guarantees or warranty certificates upon completion of each installation project.

25.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Work shall commence upon the schedule mutually agreed upon by BVROP and Contractor.

Extension of Time. Contractor shall not be charged liquidated damages because of any delay in completion of work due to unforeseeable causes beyond his control including, but not restricted to, acts of God or public enemy, acts of Government, acts of BVROP or anyone employed by him or acts of another contractor in performance of a contract with BVROP, fires, floods, epidemics, quarantine restrictions, strikes, freight and embargoes or delays of subcontractor due to such causes.

Liquidated Damages. The amount of liquidated damages for failure to comply shall be five hundred dollars (\$500.00) per calendar day, unless mutually agreed to by BVROP and Contractor.

26.0 CORRECTION OF WORK BEFORE ACCEPTANCE OF WORK

Contractor shall promptly remove from premises all work condemned by BVROP as failing to conform to Contract whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with Contract documents without additional expense to BVROP and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, BVROP may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within the ten (10) days' time thereafter, BVROP may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

27.0 MATERIALS

Except as otherwise specifically stated in the Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified and workmanship shall be of good quality.

No materials, supplies or equipment for work under this contract shall be purchased subject to any chattel mortgage, under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver, together with all improvements and appurtenances constructed or placed thereon by him, to BVROP free from any claim, liens or charges.

28.0 CLEAN UP

Contractor shall always keep premises free from debris such as waste, rubbish and excess materials and equipment caused by this work. Contractor shall not leave debris under, in or about the premises. Upon completion of work, debris shall be removed from premises.

29.0 INDEPENDENT CONTRACTOR

While engaging in carrying out the terms and conditions of this RFP and any resulting contract, the Contractor is an independent contractor and not an officer or agent of BVROP.

30.0 DEFAULT BY CONTRACTOR

If the successful Contractor fails or neglects to furnish, deliver, provide or install any of the equipment, materials, supplies or services at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this RFP document in its entirety, BVROP reserves the right to cancel existing orders of any items affected by such default; and procure the equipment, materials, supplies or services from

other sources and deduct from any unpaid balance due to the successful Contractor or collect against his sureties, if any, excess costs so paid. The price paid shall be considered the prevailing market price at the time such purchase is made.

31.0 ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of BVROP. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

32.0 TERMINATION

Without limiting any rights or remedies which BVROP may have in the event of any default by Contractor, BVROP shall have the right, upon ten (10) days prior written notice to Contractor, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to Contractor other than payment of charges for the value of work performed, and for necessary expenditures which can be established by Contractor as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment. In the event of any termination, BVROP shall be entitled to all materials, work in process and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by BVROP.

33.0 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manner:

- a. If notice is given to BVROP, by personal delivery thereof to BVROP or by depositing same in United States mail, enclosed in a sealed envelope, addressed to BVROP, postage prepaid and registered.
- b. If notice is given to Contractor, by personal delivery there to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.
- c. If notice is given to surety or other persons, by personal delivery to such surety or other person(s) or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address or such surety or person last communicated by him to party giving notice, postage prepaid and registered.

34.0 SEVERABILITY

If any provision of the contract shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.

35.0 GOVERNING LAW

This contract shall be governed and interpreted in accordance with the laws of the state of California.

36.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

37.0 ENTIRE AGREEMENT

Any contract awarded as a result of this RFP process shall represent the entire Agreement between the parties. All prior agreements, representations, statements, negotiations and undertaking whether oral or written are superseded hereby.

38.0 EFFECT OF WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse of any other or subsequent breach.

39.0 COVENANT AGAINST GRATUITIES

The Contractor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of BVROP with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, BVROP shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by BVROP in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of BVROP provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

40.0 PROTEST

Contractors may protest the recommended award, provided the protest is in writing, contains the RFP number and is delivered to the address listed for submission of RFP documents, and submitted within five (5) calendar days from the date on which the RFP was opened.

Grounds for a protest is that BVROP failed to follow the selection procedures and adhere to requirements specified in the RFP documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of BVROP staff.

BVROP will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Contractor within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

41.0 CONFLICT OF INTEREST

BVROP hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

42.0 RESOURCE CONSERVATION

BVROP is fully committed to providing a safe and healthy school or work environment for students, families, and staff. BVROP will promote the conservation of resources through “Green Practices” and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance, and operations. Contractor is asked to submit information and documentation to demonstrate the use of sustainable practices or products. A form for this purpose will be furnished to the successful Contractor.

43.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of RFPs are unlawful. Public Contract Code 7106 requires all contractors to submit a non-collusion declaration. A form for this purpose is furnished with the RFP document.

SCOPE OF WORK

Summary:

Baldy View Regional Occupational Program (BVROP) requires the services of an experienced Contractor to install a comprehensive video conferencing system and audio-visual system within the #600 building at 1501 S. Bon View Avenue, Ontario, CA 91761. The primary focus of this project is to enhance instructional programs and facilitate seamless communication. The key components of the project include:

1. Video Conferencing System:

- Installation of a robust video conferencing system.
- Microphones capable of capturing and transmitting audio for external transmission.
- Sound amplification within the room for optimal audio clarity.
- Additional cameras to capture various angles as required for different events.

2. Control System Settings:

- Integration of a user-friendly control system.
- Preset modes tailored for specific purposes, including Student Advisory, instructional and professional development, Google Meet, Zoom, Microsoft Teams, Webex, and various meetings.

The scope of work prioritizes the enhancement of instructional programs by ensuring high-quality audio-visual capabilities and seamless connectivity for a diverse range of events and convening meetings that cater to both onsite attendees and remote attendees.

Details:

- 1) Successful Contractor shall provide one master controller for the conference facility, and integrate with the current wall-mounted controllers if possible. If not the existing controllers will be removed and covered.
- 2) Successful Contractor shall provide a minimum 3-year service and maintenance agreement for all equipment, with the same day reaction time to service/repair requests.
- 3) All wiring, hardware, and programming to be included.
- 4) Contractor to include four XLR connections to be determined by the customer.
- 5) All programming changes and system updates are the responsibility of the Contractor. Source code of current existing equipment to be provided by customer upon request if needed.
- 6) Install a suitable APC, or equal, UPS to support the systems, if existing UPS is inadequate for the additional equipment to be added.
- 7) All recommended equipment will fit in the customer's existing data cabinet and if recommended equipment cannot fit within existing data cabinet, a new cabinet will be provided that will hold the old equipment and new equipment. Any existing equipment used will be transferred to the new cabinet and functional when project is complete.

- 8) Source code programming of the entire AV system is owned by the customer. The contractor is to provide BVROP with a final copy of the source programming of the entire building 600 AV system.
- 9) All work is to be performed during BVROP'S normal business hours unless otherwise specified by the General Contractor.
- 10) 4 Wireless lapel microphones and 6 wireless handheld microphones will be required in this room in addition to the 10 dais microphones. In addition, 4, 25 ft corded microphones (that should be compatible with the XLR input on the walls) will be required as backups.
- 11) Microphones capable of capturing and transmitting audio across online meeting platforms and sound amplification within the room for optimal audio clarity utilizing our existing ceiling speakers, ceiling microphones, and lapel mics if possible.
- 12) Individual microphone volume controls, including muting ability.
- 13) All CISCO videoconference systems and switches will be provided by BVROP, any mounting hardware and cabling needed for job completion to be provided by a successful contractor.
- 14) Contractor to list and provide any other hardware, mounting equipment, cabling or other miscellaneous equipment not listed here to ensure project completion as part of the RFP.
- 15) Repair any damage from installation (drywall, carpet, etc.)
- 16) Ceiling tiles damaged to be replaced.
- 17) Any programming, network infrastructure work, or the like to be conducted onsite per BVROP recommendations.
- 18) Replace 4 projection monitors with 85" LED Ultra Thin Smart TVs that match the two in the room's clarity.
- 19) Relocate existing projectors and projector screens to 4 locations on the campus to be determined by customer.
- 20) Replace 2 existing TVs with 85" LED Ultra Thin Smart TVs that match the two in the room's clarity.
- 21) Relocate existing 2 TVs to locations on the campus to be determined by customer.
- 22) Transcribing capability needs to be added to the existing recording device if feasible. Otherwise, a new recording device with the ability to convert to written transcripts will be required. It will also need to be user-friendly and incorporated to preset controls.
- 23) Translation services or equipment and visual impairment. . It will also need to be user-friendly and incorporated to preset controls.
- 24) Translation services or equipment and visual impairment.
- 25) Mobile control command center on wheels for room facilitator
- 26) Must use current programming language like HTML 5 and not use outdated or soon to be outdated language such as Flash and others.

Proposal Content Requirements

Each Contractor shall submit one (1) electronic version and six (6) copies of the proposal in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the table of contents. Pages must be numbered on the bottom of each page. The proposal shall be no more than 15 pages total, excluding the table of contents and appendices. Any proposal attachments, documents, letters and materials submitted by the Contractor shall be binding and included as a part of the final contract should the proposal be selected.

Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in the proposal must be referenced by the appropriate paragraph(s) and page number(s).

The content and sequence of the proposals will be as follows:

- I. **TITLE PAGE:** Indicate the name of the firm, local address, the name of your firm's contact person, the telephone number of the authorized person or persons and e-mail address to be used as the contact person and the date.
- II. **TABLE OF CONTENTS**
- III. **CONTRACTOR/COMPANY/INDIVIDUAL DATA: (15 points)**
 1. Please provide an overview of your company or current VITAE or resume of the person or persons that would be assigned to this project.
 2. Describe what additional support (office, personnel, etc.) would be provided to the key individual(s).
 3. Has your firm ever been terminated or replaced by another firm during any project? If so, explain in detail and provide results of any litigation and/or settlement on the project.
- IV. **REFERENCES: (5 points)**

Provide three (3) School District, County Office of Education, public agency or business client references with names, addresses, telephone numbers and e-mail addresses of appropriate contacts where you have performed similar work.
- V. **EXPERIENCE: (25 points)**

Describe any similar projects you have facilitated in the last five years including a sample of the outcome documentation.

Discuss Cisco Telepresence experience.
- VI. **DESCRIPTION OF PROPOSED SERVICES: (25 points)**
 1. Provide a detailed discussion of how you will complete the project.
 2. Provide a timeline for services provided.
 3. Describe previous experience incorporating your work into an existing system.
- VII. **COST PROPOSAL: (30 points)**

Contractor to provide a detailed list, by room, of equipment, supplies and software necessary to complete the project and include a cost per room.

Contractor to provide a total project cost.

The contractor understands it is BVROP'S intention to award entire project as described in the specifications, but BVROP reserves the right to award all or any part based upon budget constraints.
- VIII. **REQUIRED DOCUMENTS**
 1. Designation of Subcontractors
 2. Non-Collusion Declaration
 3. Contractor's Certificate Regarding Workers' Compensation
 4. Certification of Drug-Free Workplace
 5. RFP Bonds
 6. Certification of Asbestos-Free Materials

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each Contractor shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total RFP or, in the case of RFPs or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total RFP or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work to be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this RFP.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total RFP, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose RFP is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original RFP or;
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total RFP as to which his original RFP did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total RFP as to which no subcontractor was designated in the original RFP shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section 4100 of the Public Contract Code shall be deemed to be in violation of this contract and BVROP may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved.

As of March 1, 2015, all contractors working on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

DESIGNATION OF SUBCONTRACTORS
To Be Submitted With RFP

SUBCONTRACTORS LIST		
<i>All Subcontractors in excess of 1/2 of 1% of total RFP must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO. _____	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO. _____	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO. _____	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO. _____	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		

 PROPER NAME OF CONTRACTOR

 BY

NON-COLLUSION DECLARATION
To Be Submitted With RFP

The undersigned declares:

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

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

_____, at _____, _____.
(date) (city) (state)

X _____

CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION
To Be Submitted With RFP

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s 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.

Date: _____

Contractor

By: _____

Signature

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

CERTIFICATE REGARDING DRUG-FREE WORKPLACE
To be submitted with RFP

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

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

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
 - 1) the dangers of drug abuse in the workplace
 - 2) the person’s or organization’s policy of maintaining a drug-free workplace
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement

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

I also understand that if BVROP determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

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

Date: _____

Contractor

Signature

RFP BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, BVROP, has given to _____ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**TELEPRESENCE INSTALL/AUDIO VISUAL – #600 Building
RFP NO. 22/23-009**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto BVROP, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless BVROP, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by BVROP, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect BVROP from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

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

In the event suit is brought upon this bond by BVROP and judgment is recovered, the Surety shall pay all costs incurred by BVROP in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

(Corporate Seal) PRINCIPAL _____
BY _____
TYPED/PRINTED NAME _____

(Corporate Seal) TITLE _____
SURETY _____
BY _____
TYPED/PRINTED NAME _____

(Attach Attorney-in-Fact Certificate) TITLE _____

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, BVROP hereinafter called "District", has awarded to _____, designated as the "Contractor", a contract for the work described as follows:

**TELEPRESENCE INSTALL/AUDIO VISUAL – #600 Building
RFP NO. 22/23-009**

WHEREAS, said contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the undersigned contractor and _____ as surety are held and firmly bound unto the _____ District in the sum of _____ Dollars (\$ _____), for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the contractor and surety above named, on the _____ day of _____, 20_____.

(Corporate Seal)	CONTRACTOR _____
	BY _____
	TYPED/PRINTED NAME _____
(Corporate Seal)	TITLE _____
	SURETY _____
	BY _____
	TYPED/PRINTED NAME _____
(Attach Attorney-in Fact Certificate)	TITLE _____

CERTIFICATION OF ASBESTOS-FREE MATERIALS
To be submitted upon completion of project

I, _____
(Name) please print or type (Title)

of _____, do hereby declare that to the best of my
(Firm Name)

knowledge, information, and belief that in completing the work of the Telecommunication Systems, Equipment, Cable Accessories and Ancillary Products at building 600 for BVROP, no manufactured material assembly/device or item of construction will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

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

Name: _____

Title: _____

Date: _____

State of _____ County of _____

On this the _____ day of _____, 20____, before me, _____ the

Undersigned Notary Public, personally appeared _____

Personally, known to me, _____ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument, and acknowledged that _____ executed it.

WITNESS my hand and official seal.

My commission expires _____
(Notary Public)