

Request for Proposal (RFP) SECURITY CAMERA CONSULTANT

DUE: 2:00 P.M., PST, 2/1/2024

Proposal Release Date: 1/19/2024

Deadline for Questions: 2:00 P.M., PST, 1/25/2024

Mail or Deliver all Proposals to:

Monica Garcia

Executive Secretary, Asst. Superintendent Business Services

Antelope Valley Union High School District

Business Services

176 Holston Dr

Lancaster, CA 93535

SECTION I. INTRODUCTION

Antelope Valley Union High School District (District) is a local, District established in 1912. The District serves approximately 1,200 square miles located in the northern most part of Los Angeles County.

Antelope Valley Union High School District (AVUHSD) is seeking proposals from highly qualified consulting firms experienced in working with municipal government entities and their security camera management systems. AVUHSD currently has a security camera system located in multiple District locations and connecting to a variety of video management systems (VMS) located at different sites and a cloud-based storage. AVUHSD is considering expansion of coverage to include additional locations, as well as additional coverage at currently monitored locations.

The selected Consultant will analyze the existing AVUHSD security cameras and develop a comprehensive security camera master plan. The master plan will build on the existing systems and include plans for expansion. Solutions should address deployment, utilization, reclamation, standardization of existing hardware and software to the greatest extent possible.

The comprehensive master plan will serve as the basis for a Request for Proposal (RFP), to be developed by the Consultant, and issued at a later time. The future RFP will include services for camera recommendation of current and/or future industry standards, installation, maintenance, software management, and data storage capacity for current and future expansion, while building on existing infrastructures.

Copies of this RFP are available online at <https://www.avhsd.org/bids>, as well as PQ Bids at <https://pqbids.com/>. All addenda related to this procurement will be posted online at <https://www.avhsd.org/bids>.

SECTION II. DEFINITIONS

The following definitions shall apply to this RFP and its attachments.

Term	Definition
Consultant; Contractor	Any person or company submitting a proposal in response to this Request for Proposals
District or AVUHSD	Antelope Valley Union High School District
RFP	This Request for Proposal regarding security camera infrastructure

Successful Consultant	The Consultant that is selected by AVUHSD through this Request for Proposal process to supply the materials specified in the Scope of Services herein
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SECTION III. ATTACHMENTS

The attachments below are included with this RFP.

- Exhibit A – Site Location Maps
- Exhibit B – Compensation Schedule
- Exhibit C – List of Independent Contractor(s), Subcontractor(s), or Subconsultant(s), i.e. “Other Contractor”
- Exhibit D – Reference List
- Exhibit E – Sample Professional Services Agreement

SECTION IV. TIMELINE

Action	Date
RFP Release	Friday, January 19, 2024
Ad on PQ Bids and District Website	Friday, January 19, 2024
Deadline for Written Questions	Thursday, January 25, 2024, 2:00 PM
Response to Questions Released	Monday, January 29, 2024, 4:00 PM
Proposal Submittal Deadline	Thursday, February 1, 2024 2:00 PM
Board Meeting for Approval	Thursday, February 15, 2024

SECTION V. INSTRUCTIONS TO PROSPECTIVE CONSULTANTS

A. Examination of RFP Documents

Before submitting a proposal, Consultants should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Consultant that:

- Consultant has carefully read and fully understands the information provided by AVUHSD to serve as the basis for submission of the proposal

- Consultant has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted
- All information contained in the proposal is true and correct
- Consultants did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation, or other Consultants in regard to the amount, terms or conditions of the proposal; and
- Consultants acknowledges that AVUHSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Consultant. Consultant grants AVUHSD permission to make these inquiries, and Consultant will provide any and all related documentation in a timely manner
- The submitted proposal is valid for 90 days, more if AVUHSD and Successful Proposer are in a contract negotiation

No request for modification of the proposal shall be considered after the Proposal Submittal Deadline of Thursday, February 1, 2024 by 2:00 P.M. PST

B. Required Proposal Submission Documents

As part of their proposal submission, Consultants shall submit the following documents:

Documents to Submit	Comments
Proposers shall include but not limited to statement of qualifications, experience, understanding of project, and labor force	Must be included
Exhibit B - Compensation Schedule	Must be filled out completely and signed
Exhibit C - List of Independent Contractor(s), Subcontractor(s) or Subconsultant(s), i.e. "Other Contractor"	Must be filled out completely
Exhibit D - Reference List	Must be filled out completely

*All exhibits will be readily accessible on the AVUHSD website for use in the proposal submissions.

C. Proposal Submittal Deadline and Location

Proposals are due on or before Thursday, February 1, 2024 by 2:00 P.M. PST.; all proposals received after the deadline shall be rejected. Proposals will be opened promptly at the close of the RFP.

D. Withdrawal of Proposals

Any Consultant may withdraw their proposal by written request, addressed to AVUHSD contact specified in Section XV. Contact Person, at any time prior to the Proposal Submittal Deadline.

SECTION VI. SCOPE OF SERVICES

Consultants will furnish security system infrastructure assessment consulting services to satellite locations specified in Exhibit A – Site Location Maps and Exhibit B – Compensation Schedule.

The consultant must be able to:

- Hold a sufficient number of meetings with staff representatives from AVUHSD in order to identify security camera infrastructure, locations, needs and related operational concerns. Individual department heads and/or their designated representative affected by the camera assessment project will be included in camera coverage discussions
- Prepare and provide a comprehensive surveillance system infrastructure assessment including but not limited to:
 - Site specific; security camera; and software solution evaluation for all AVUHSD facilities identified in Exhibit B – Compensation Schedule
 - Prepare and provide detailed proposal-ready aerial shots of current camera infrastructures and impending developments for the identified project listed in Exhibit B – Compensation Schedule. The high-angle shots shall include current/future surveillance systems, deficiency of surveillance coverage, and electrical/network cabling infrastructures
 - Software platform recommendations shall include:
 - All-in-one cloud-based management platform
 - Real-time access-based events and alerts
 - Remote access capabilities (desktops, smartphones, tablets)
 - User permission/account security with a 2-factor authentication
 - Cybersecurity enabled

- Access control integration capabilities
 - Cloud-based archiving and live link sharing
- Camera specification/location recommendations shall include:
 - Built-in storage capacity for up to 365 days
 - IP-based, PoE (Power over Ethernet)
 - Automatic firmware and software updates
 - Smart edge-based processing for motion, people, and vehicle analytics
 - High-resolution image quality of 5MP or greater
 - Built-in infrared (IR) capabilities
 - Low-bandwidth impact
- Introduction, information, and future expansion of current and/or future industry standards, building on existing infrastructure
- Solutions should address deployment, utilization, reclamation, and standardization of existing hardware and software to the greatest extent possible. Services will include camera recommendation of industry standards, installation, maintenance, software management, and data storage capacity for current and future expansion, while building on existing infrastructures
- Meet with staff representatives from AVUHSD in order to identify security camera infrastructure needs and related operational concerns including live 24-hour monitoring services, video extraction and identification which may be used as evidence in a criminal or civil action, and video retention as defined by AVUHSD Video Surveillance Policy and applicable laws

A. **Term**

Work shall be completed no later than 90 days from the effective date of the Professional Services Agreement (PSA). If for some unknown or unforeseen reason(s) completion of work is delayed, Consultant shall notify AVUHSD contact specified in Section XV. Contact Person regarding the concern(s) in detail.

B. **Invoicing**

Consultant will submit invoice to AVUHSD contact specified in Section XV. Contact Person via mail and/or email. Invoice will be accepted on a work completed basis and payable 30 days from work completed acceptance from a representative of AVUHSD.

C. **Proposal Cost**

The Consultant must complete, sign, and submit Exhibit B – Compensation Schedule with Consultant’s proposal. All pricings must be inclusive, and include all labor, materials, and equipment necessary for all tasks listed in Section VI. Scope of Services. Provision of this information assists AVUHSD in determining whether the Consultant

understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides transparency. The Consultant acknowledges that by submitting a proposal, pricing is bound for ninety (90) days after the Proposal Submittal Deadline.

D. **Deliverables**

Consultant shall prepare and provide a comprehensive report and drawings (per individual sites in Exhibit B – Compensation Schedule) comprising of the following information:

- CCTV coverage deficiencies on existing/future locations, electrical/network cabling infrastructures, and equipment (multiple camera manufacturers) recommendations relative to industry standards.
- Identify the number of adequate meetings within the 90 days for project completion
- CCTV solution recommendations shall not be limited to current but expand beyond impending industry standards
- Consultant shall prepare and provide an additional all-inclusive proposal for project management (PM) for phase II (equipment implementation), which shall encompass the following:
 - PM hours for entirety of project
 - o The objective is to provide supervision for the success of the project

SECTION VII. TERMS AND CONDITIONS

A. **District's Standard Terms and Conditions**

The terms and conditions set forth in Exhibit E – Sample Professional Services Agreement will apply to any agreement resulting from this RFP.

B. **Pricing**

Pricing shall remain firm throughout the term of the agreement. Additional services requested by the District, extending beyond the scope and term of the initial agreement will be negotiated before any service is provided and will follow all applicable District service agreement protocols.

SECTION VIII. CONTRACT AWARD

The District will recommend the award of an agreement with interdepartmental consideration to the most reasonable price, full response to the RFP, and verified capability of the Consultant. Award of agreement occurs when the PSA is approved and signed by the District. A recommendation of Award does not constitute award of agreement.

Agreement documents will consist of the Professional Services Agreement which will contain relevant portions of this RFP, all related attachments, and the successful consultant's written proposal.

The following selection criteria (point system) shall be applied in evaluating the proposals and selecting the successful consultant. The point system shall have a cumulative of 100 points.

A. Selection Criteria

- Consultant reputation among clients, vendors (15 points)
- Technical expertise of consultant, staff (25 points)
- Experience in the Public Sector (20 points)
- Completeness of response (20 points)
- Project cost (20 points)

SECTION IX. RIGHTS OF THE DISTRICT

This RFP does not commit AVUHSD to enter into an agreement. The Consultant is solely responsible for all expenditures occurred in preparation and submission of proposals, or in anticipation, negotiation, and preparation of an agreement. The District reserves the right to:

- Make the selection based on its sole discretion
- Issue subsequent RFPs and/or addendums
- Postpone agreement start date for its own convenience
- Remedy technical errors in the RFP process
- Approve or disapprove the use of particular subconsultants
- Negotiate with any, all, or none of the Consultants
- Cancel the RFP and reject any and all proposals in whole or in part when it is in the best interest of the District
- Waive informalities and irregularities in the proposals
- Accept, modify, or reject any items of the proposal
- Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the District due to unresolvable differences or not responding in a timely manner

An agreement shall not be valid or binding on the District unless and until it is executed by authorized representatives of AVUHSD and of the Consultant.

SECTION X. PUBLIC NATURE OF PROPOSAL MATERIALS

Responses to this RFP become the exclusive property of the District. At such time as the District recommends the Consultant to the Board of Directors, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records,

with the exception of those elements in which are defined by the Consultant as a business or trade secrets and plainly marked as “Confidential”, “Trade Secret” or “Proprietary”. The District shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential”, “Trade Secret” or “Proprietary”, or if disclosure is required under the California Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential”, “Trade Secret” or “Proprietary” may be registered as nonresponsive.

Although the California Public Records Acts recognizes that certain trade secret information may be protected from disclosure, the District may not accept or approve that the information that a Consultant submits is a trade secret. If a request is made for information marked as “Confidential”, “Trade Secret” or “Proprietary”, the District shall provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from the disclosure by a court of competent jurisdiction.

SECTION XI. COLLUSION

By submitting a proposal, each Consultant represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Consultant has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Consultant has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SECTION XII. FAIR DEALING/CONFLICT OF INTEREST

The Consultant warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Consultant, or any agent or representative of the Consultant to any officer or employee of the District with a view toward securing a recommendation of award or subsequent agreement or for securing more favorable treatment with respects to making a recommendation of award.

SECTION XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alterations, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the District.

SECTION XIV. QUESTIONS REGARDING THE RFP

Questions about the RFP should be submitted in writing and addressed to the District contact person identified in Section XV. no later than Thursday, January 25, 2024, by 2:00 P.M. PST.

Answers to written questions will be addressed with the District response being provided no later than Monday, January 29, 2024, by 4:00 P.M. PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the District's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

SECTION XV. CONTACT PERSON

Inquiries relating to this RFP and/or the required services should be directed to:

Monica Garcia at mgarcia@avhsd.org

EXHIBIT A - SITE MAPS

Please contact Monica Garcia at mgarcia@avhsd.org for site maps

EXHIBIT B – COMPENSATION SCHEDULE

EXHIBIT C

Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.) and any amendments thereof, each bidder 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 services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.

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 bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (2) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid 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 bid where no subcontractor was designated in the original bid 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.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

<u>Description of Work and Portion of Work</u>	<u>Name of Subcontractor</u>	<u>Location and Place of Business</u>	<u>License #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXHIBIT D

REFERENCES

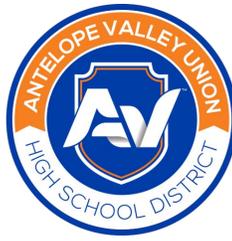
This form must be completed and returned with bid documents or bid may be found nonresponsive.

Please submit three (3) current school district references of similar size and needs for the items that are the subject of this bid.

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax:	
Email Address:	
Description of service provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax:	
Email Address:	
Description of service provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax:	
Email Address:	
Description of service provided:	



**ANTELOPE VALLEY JOINT UNION HIGH SCHOOL DISTRICT
FIELD CONTRACT FOR SERVICES**

SCHOOL SITE:

THIS CONTRACT made and entered into on _____ by and between

_____ hereinafter called the **CONTRACTOR** and the

ANTELOPE VALLEY JOINT UNION HIGH SCHOOL DISTRICT, hereinafter called the **DISTRICT**.

1. The **CONTRACTOR** shall furnish the **DISTRICT** for a total contract price of:

-

the following services: _____

2. The term of this Contract shall begin after signed agreement and complete within 30 calendar days from the date of the Notice to Proceed by the District.
3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 24 of the **Terms and Conditions**, and satisfactory proof of such insurance, has been submitted to the District and said insurance has been approved by the District.
4. Payment schedule – For work over \$15,000 payment for the work shall be made in monthly progress payments less 5% retention. Retention shall be paid within sixty (60) days from the date on which the Notice of Completion is filed or cessation of labor. For work less than \$15,000 contractor will be paid upon completion and acceptance of work. Prevailing wage applies to all projects over \$1,000 or as otherwise stated in SB 854. Contractor shall provide certified payroll reports upon request by the District.
5. Inspection shall be performed by the Director of Facilities and Support Operations for the District, or his authorized representative.
6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of Notice of Completion, and repair or replace any defective work or materials at no cost to the District within thirty (30) days of written notice to Contractor of the defect(s).

8. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|--|--|
| <input type="checkbox"/> Work Specs/Scope of Work Statement | <input type="checkbox"/> Payment Bond Only |
| <input type="checkbox"/> Insurance Forms | <input type="checkbox"/> Payment/Performance Bonds |
| <input type="checkbox"/> Addendum Containing Specific Terms and Conditions | <input type="checkbox"/> Purchase Order No. _____ |

TYPE OF BUSINESS ENTITY

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Other

TAX IDENTIFICATION

Employer Identification

Social Security Number

The parties hereby approve and assent to the terms of this agreement and Contractor certifies, under penalty of perjury, that the tax identification number listed above is true and correct.

CONTRACTOR

Vendor Name

Authorized Signature

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

ANTELOPE VALLEY JOINT UNION HIGH SCHOOL DISTRICT

Signature of Authorized District Representative

Printed Name and Title

DATE: _____

PHONE: _____

FAX: _____

DATE: _____

“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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

Note: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

DATE

SIGNATURE

NONCOLLUSION AFFIDAVIT

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

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

_____ DATE

_____ SIGNATURE

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL / BID ACCEPTANCE.** Proposals / bids are subject to acceptance by the signing of a contract at any time within sixty (60) days after the receipt of proposal / bid unless otherwise stipulated. The District reserves the right to accept or reject any and all proposals / bids and reserves the right to waive any informality in any quote.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their proposal / bid, a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services here in described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** 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 fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

5. **STUDENT SAFETY.** It shall be the responsibility of the Contractor to ensure the safety of District students by one or more of the following methods: (a) installation of a physical barrier at the worksite to limit contact with pupils; (b) continual supervision and monitoring of all employees by an individual whom the California Department of Justice has cleared as not having been convicted of a violent serious felony and/or (c) surveillance of the Contractor's employees by school personnel.

7. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be of a liability against the Contractor and his sureties.

The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

8. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

9. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

10. **SUBSTITUTIONS.** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

11. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

12. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonable clean condition.

13. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

14. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, 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 construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

15. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

16. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

17. **FORCE MAJEURE CLAUSE.** The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. **HOLD HARMLESS AGREEMENT.** The Contractor shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractors, or any employee, agent, or representative of Contractor and/or its subcontractors.

19. **PAYMENT.** Unless otherwise specified, the Contractor shall render invoices in triplicate for materials

delivered or services performed under the Contract/Purchase order. The District shall make progress payments, less 5% retention, for materials, supplies or other services furnished under this Contract within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld). Upon cessation of all work including all punch list items, the District's Governing Board shall accept the project as complete at its next regularly scheduled board meeting and authorize the filing of the Notice of Completion. Retention earnings, less any stop notice amounts, shall be released within sixty (60) days from the filing of the Notice of Completion.

20. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

21. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the contract, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

22. **ANTI-DISCRIMINATION.** It is the policy of the Antelope Valley Joint Union High School District Board of Trustees that in connection with all work performed under construction and purchasing contracts, there will be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

23. **LABOR CODE.** The Contractor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One thousand Dollars (\$1,000).

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Copies of the prevailing rate of per diem wages are on file in the Maintenance & Operations Department located at 44865 3rd Street East, Lancaster, CA 93535.

24. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such

insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION**

INSURANCE. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

b) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

25. **WARRANTY/QUALITY.** The contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from the date on which the Notice of Completion for the work is filed. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

26. **ASSIGNMENT OF CLAIMS.** In submitting a proposal / bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 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 District tenders final payment to the Contractor without further acknowledgment by the parties.

27. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws,

ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, contractor shall bear all costs arising therefrom.

28. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

29. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

30. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

31. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

32. **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 this contract shall be read and enforced as though it were included therein.

33. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the Antelope Valley Joint Union High School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

34. **COPELAND ACT.** The Contractor shall comply with the applicable provisions of the Copeland "Anti-Kick-Back" Act (40 U.S.C. 276a to a-7, as supplemented by Department of Labor regulations (29 CFR Part 5).

35. **SENATE BILL 854.** The Contractor or subcontractor intending to bid or perform work on public works projects, greater than \$25,000.00 or maintenance projects greater than \$15,000.00 will be required to register, and annually renew, online for the program. Public works contractor registration program will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals. For more detailed explanation of public works projects, refer to California Labor Code 1720-1720.6. More information for registration program can be found at the Department of Industrial Relations website: <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

**INDEPENDENT CONTRACTOR
INSTRUCTIONS FOR INSURANCE**

1. In the absence of contrary written instructions from the Antelope Valley Joint Union High School District, "Owner", the Contractor at the Contractor's expense shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the Owner, and with limits not less than those stated hereinafter.
2. Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.
3. The Insurance required must be written by a Best Key Rating Guide "A" or better rated carrier admitted to write insurance in the state where the work is located at the time the policy is issued.
4. Certificates of Insurance shall be submitted in triplicate and shall contain transcripts from the policies authenticated by the proper office of the Insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies and (30) day NOTICE OF CANCELLATION of the policy.
5. All Contractors' insurance policies shall name the Antelope Valley Joint Union High School District its Board, officers, agents, employees, affiliates and volunteers as additional insureds.
6. Insurance coverage shall not be less than the following:
 - a. Workers' Compensation
 1. State workers' compensation statutory benefits—policy limits of not less than \$2,000,000.00.
 2. Employer's Liability—policy limits of not less than \$1,000,000.00.
 - b. Commercial General Liability coverage must be written on an occurrence form with policy limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per project on BI (bodily injury) and PD (property damage) and include coverage for the following:
 1. Premises—operations
 2. Contractual liability
 3. Products
 4. Completed operations
 5. Broad form PD and including X,C and U coverage
6. Personal injury
7. Owners, contractors protective
- c. Comprehensive Auto Liability insurance with limits of not less than \$1,000,000.00 CSL, BI and PD, including coverage for owned, non-owned and hired autos.
- d. Bonds
 1. U.S. Treasury listed
 2. CA admitted
 3. Bonding capacity equal to or greater than project scope
- e. Asbestos Abatement
 1. Must be occurrence coverage v. claims made coverage.
 2. \$1,000,000.00 per occurrence with not less than \$2,000,000.00 annual aggregate limits required.
 3. Certificates of insurance must specify "asbestos abatement".
- f. Course of Construction (COC)/Builders Risk Insurance
 1. On new construction for which the school district is acting as its own construction manager, a COC endorsement can be added to the member district's property policy through SISC II.
 2. When a general contractor is used on new school construction, the contractor shall effect and maintain Builders Risk coverage through a Best Key Rating Guide "A" or better rated property carrier with limits equal to 90% of the insurable value of the project. Such coverage shall include contractor's interest in items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and the equipment as are not owned or rented by the Contractor, the costs of which are included in the cost of the work. Such insurance shall be maintained for the life of the contract.