



**Request for Proposals**  
**For**  
**Surveillance & Access Control Systems**

**Bid No. 2024-01**

**Issue Date: January 24<sup>th</sup>, 2024**

**Issued By: SIERRA UNIFIED SCHOOL DISTRICT  
29143 Auberry Road  
Prather, CA 93651**

**BID PACKET**

**(Bid Pursuant to Public Contract Code section 22032, Subdivision (c))**

**BID DOCUMENTS LIST**

BID DOCUMENT A

The following documents and any addenda, whether attached or not, are referred to separately as a **“Bid Document”** and collectively as the **“Bid Documents”** and together form the **“Bid Packet”** and this **“Bid.”** The Bid Documents and any addenda thereto, the Design Documents, the successful bidder’s Bid in response to this Bid, all documents required to be submitted by the successful bidder pursuant to this Bid or the Construction Services Agreement, any amendments to the Construction Services Agreement shall constitute the **“Contract.”** Terms with initial capital letter shall have the respective meanings set forth in this formal Bid.

No.	Bid Document
A	Bid Documents List
B	Notice Inviting Bids
C	Project Description and Scope of Work
D	Instructions to Bidders
E	<b>“Bid Forms”</b> shall refer collectively to the following documents:
E-1	Bid Proposal
E-2	Bid Bond
E-3	Non-Collusion Affidavit
E-4	Designation of Subcontractors Form
E-5	Job References

**NOTICE INVITING BIDS**  
**BID DOCUMENT B**

**Surveillance & Access Control Systems Project**

NOTICE IS HEREBY GIVEN that SUSD will receive bids from contractors in accordance with this Notice Inviting Bids and other documents (collectively "**Bid Packet**"). The project involves addition and enhancements to its existing surveillance and access control security systems. The requirements for the project are set forth in the Bid Packet and the Contract. Until SUSD has awarded the Contract, SUSD reserves the right to modify any of the times and dates stated below and/or terms and conditions of the Bid Packet and/or Contract.

The contractor to which SUSD awards the contract shall possess at the time the contract is awarded and maintain in good standing through completion of the project and all warranty periods shall hold an appropriate **California contractor's license**. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("**DIR**"). A contractor or subcontractor shall not be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor and each subcontractor shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the project and shall comply with all laws and regulations and DIR rules and determinations regarding the payment, monitoring, and enforcement of prevailing wages.

Until SUSD has awarded the Contract, SUSD reserves the right to modify any of the times and dates stated below and/or terms and conditions of the Bid Packet and/or Contract.

1. **BID PACKET.** The **Bid Packet, including the contract and specifications, will be available starting 01/24/2024** and may be obtained or reviewed by contacting the Contact Person listed on page 16.
2. **PRE-BID CONFERENCE.** A mandatory pre-bid conference to acquaint prospective bidders with this Bid, the contract, the Project, and the Project Site will be held on **02/02/2024 at 8:00 a.m., beginning in the Gym located at 33326 Lodge Road, Tollhouse, CA 93667**. This conference will include dissemination of information in response to questions; the bidder shall be deemed to have notice of all information provided at the meeting.
3. **QUESTIONS.** Questions regarding this Bid, the Contract, the Project, and/or the Project Site shall be submitted in writing to and received by the Contact Person at the above email **before 3:00 p.m. on 02/03/24**.
4. **BID SUBMITTAL AND OPENING.** All bids to this Bid shall be sealed and submitted to and received by SUSD **before 3:00 p.m. on 02/06/24 at the following address ("33220 Lodge Road, Tollhouse, CA 93667")**. Bids will be opened as soon after the aforementioned deadline for receipt of bids as the business of SUSD permits.
5. **CONTRACT AWARD.** Any letting of the Contract by SUSD will be in accordance with Public Contract Code section 22032, subdivision (c). The lowest Bid shall be determined based on the sum of the Base Bid without any consideration of the bid price for additive or deductive alternate(s), if any. SUSD reserves the right to add any additive item or deduct any deductive item after the lowest Bid is determined. SUSD expects the project to commence on or about **03/01/24** and to be completed by no later than **06/30/24**; the successful bidder may substitute securities or establish an escrow in lieu of retention pursuant to Public Contract Code § 22300 and the contract.
6. **FEDERAL REQUIREMENTS.** The contractor to which Owner awards the contract shall comply with applicable federal law, including but not limited to, Equal Employment Opportunity, Davis-Bacon Bacon

Act, Contract Work Hours and Safety Standards Act, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401), Clean Air and Federal Water Pollution Acts, Debarment and Suspension, Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), Surveillance Equipment Restrictions (2 CFR Section 200.216), Buy American Provision (2 CFR Sections 220.16d, 200.322 & 210.21d), Procurement of Recovered Materials (2 CFR Section 200.323), Small and Minority Business Preferences (2 CFR Section 200.321), Federal Occupational Safety and Health Act (34 CFR 75.609), and Energy Conservation Compliance (34 CFR 75.616).

Advertise: **January 24<sup>th</sup>, 2024**

**PROJECT DESCRIPTION AND SCOPE OF WORK**  
**BID DOCUMENT C**

**C1. DESCRIPTION OF PROJECT AND SCOPE OF WORK.**

SIERRA UNIFIED SCHOOL DISTRICT (“SUSD”) is a public school district located in Fresno County, California. SUSD provides educational and related programs for students in grade levels pre-kindergarten through grade 12. SUSD intends to undertake the Surveillance & Access Control Systems Project 2024 (“Project”). The project will take place at the following sites:

**ALTERNATIVE EDUCATION CENTER 33280 Lodge Road, Tollhouse, CA 93667**

**SIERRA HIGHSCHOOL: 33326 Lodge Road, Tollhouse, CA 93667**

**SIERRA JUNIOR HIGH: 33326 Lodge Road, Tollhouse, CA 93667**

**FOOTHILL ELEMENTARY: 29147 Auberry Rd, Prather, CA 93651**

**SIERRA UNIFIED SCHOOL DISTRICT: 29143 Auberry Rd, Prather, CA 93651**

In performing the work on the project, the selected contractor shall comply with all laws applicable to public works for a public school district. The project will be paid for by SUSD with grant funds.

The successful bidder (also referred to as “**Contractor**”) shall perform the work, as this term is defined in the contract, for the project in accordance with the contract and during the Project Period and perform other obligations required of contractor under the contract. The scope of Work and particular requirements for the project are set forth in greater detail in the contract.

**C2. PROJECTED TIMELINE.**

The timeline, as set forth in the Notice Inviting Bids and below, shall apply to the bidding, contract award, and performance of the work for the project. SUSD reserves the right to modify any of the dates stated, notice of which will be provided by an addendum issued by SUSD.

**C3 GENERAL DESCRIPTION**

SUSD seeks the services of a qualified and skilled contractor who holds an appropriate license as a contractor, issued by the California Contractors State License Board and active at the time of the award of the contract and at all times during the performance of work on the project. The District currently has an extensive IP Mega Pixel camera system.

Proposals shall include the following:

1. System pricing should include everything necessary for the system to function correctly upon project completion, including all equipment, hardware, software, licensing, cabling, storage, etc., as well as configuration and installation of all equipment and software. The project shall be bid as a whole project. It is the Vendor's responsibility to clearly identify all costs associated with the proposal and any additional services or support included.
2. Cameras proposed for district upgrade must be compatible and supported on Avigilon Control Center, Enterprise Edition.
3. Vendors' proposal must include a (5) five-year period from the installation date without additional software licensing costs to the District to maintain or upgrade software features at the enterprise level for the cameras/license count proposed.
4. Vendors should have a field service technician within a 2-hour driving distance of installation. After the established warranty period for no-cost service labor/travel, the District shall not be responsible for any travel beyond four hours for a single round trip to meet service requests. The Vendor should provide a detailed description of the support offered and the average response time for a support request.
5. The District has several buildings connected by fiber. However, several outbuildings, sports fields, and planned camera locations/coverages have no connectivity to district fiber or network.

6. Vendors must establish connectivity for cameras to district network, where no district fiber or network is currently provided. Vendors shall provide switches where necessary for connectivity of any proposed cameras to the district network.
7. The video security system upgrade is expected to provide a minimum of 122- camera views/fields of coverage. All cameras must have an IR feature.
8. Recorded video must be accessible and maintained on premises of District for a minimum of 60 days.
9. PTZ cameras must offer full analytics and provide IR capability of 150 meters of illumination.
10. The District is committed to capturing license plates of vehicles driving onto main campuses and traveling on county roads servicing the district campuses. The planned upgrade should provide 7-license plate capture cameras with remote focus and zoom. The camera should be capable of capturing one or two lanes of traffic. Capture of license plate is required day and night.
11. Provide access control on 14 doors. Seven are at Sierra High School, six are at Foothill Elementary, and one is at the District Office.
12. Provide a technical roadmap for the proposed solutions. How does the proposed solution fit into the Vendor's current product lifecycle? Vendors must include maps of each building as part of their proposal showing where each camera will be installed and indicating what camera model will be installed in each camera location so the District can best determine camera coverage areas for each proposal.
13. Cabling from cameras to patch panel is to be 3rd party certified (UL listed) Cat 6 or better. Cabling will be professionally installed in cabling hooks and/or cable trays. Wiring is to be punched down and terminated following standard industry practices. Each cable run will be tested and certified.
14. Vendor is responsible for all mounting hardware, brackets, conduit, and accessories as required by manufacturer and/or site conditions to successfully place the cameras per proposal.
15. Everything is to be labeled on both ends and patch panel has appropriate labeling. Vendor will be responsible for coordinating with the SUSD Network Administrator in configuring the equipment to work with the District's existing networks.
16. Vendor shall supply camera specifications including the following: manufacturer, model, description, any special maintenance requirements and warranty. Vendor shall provide help with configuration of video management software (VMS) based on district requirements. Vendor shall test the VMS with each camera to verify proper operation. Vendor shall configure the camera frame rate and compression rates to balance quality, storage, and bandwidth utilization. Vendor shall configure the motion detection sensitivity (where appropriate)
17. All penetrations, lengths and types of conduit on building exteriors will be District approved before being performed by Vendor.
18. The field of view on all cameras is to be coordinated and confirmed with District staff. Vendor will provide system check, test, and start-up of the new systems. Vendor will test each camera to verify proper operation and viewing angle.
19. The latest released system software version must be installed at the time of delivery. In the event a new software version is released after a portion of the system has been installed but before the entire system is deployed, the Vendor shall upgrade the software to the latest version at all other previously installed locations. In short, at the time of final contract acceptance and final contract payment, all system components installed will have the latest release level of software.
20. If the Vendor is unable to provide the proposed product(s) or feature(s) by the proposed delivery date, the Vendor will provide a resolution of equal or greater value to the District, at no additional charge to the District, including services required to implement the solution. The Vendor may not bid products based on future releases of hardware and/or software.

**C4 REFERENCES**

Each bidder must submit a list of at least three projects containing similar work as required by this project and that are of similar or greater dollar value completed by bidder within the last five years for reference purposes. The references must be other public agencies.

**C5 QUALITY ASSURANCE**










Contractor/Installer requirements: The contractor must be a licensed installer approved by the equipment manufacturer of the camera system.

1. Vendor shall be available for an oral presentation. Presentations will be scheduled, if deemed necessary, by the superintendent of schools after proposals are received. Vendors shall not rely on the possibility of such a request and shall submit a complete and comprehensive bid to this solicitation.

**C6 MANUFACTURE QUALIFICATIONS:**

1. All proposed Surveillance & Access Control Systems shall be certified to be Section 889 compliant. No camera brand on the current US government blacklist will be considered. All equipment quoted by Vendor shall be new. Solutions using equipment that has either reached or an announcement has been made for End-of-Life, End-of-Support, or End-of-Sales will not be entertained.
2. Surveillance & Access Control Systems manufacturer shall be in good standing, with an established firm experienced in the field, and have been in business a minimum of ten (10) years.
3. Surveillance & Access Control Systems manufacturer shall be solvent with no bankruptcy proceedings the previous (10) years.
4. Manufacturers product data: Vendor shall supply Surveillance & Access Control Systems specifications including the following: manufacturer, model, description, any special maintenance requirements.

**C7 PROJECT MATERIALS**

Icon	Qty	General Specification
	8	10MP ANALYTIC DUAL HEAD VANDAL DOME CAMERA with IR
	1	20MP ANALYTIC MULTI SENSOR PENDANT DOME CAMERA with IR
	30	24MP ANALYTIC MULTI SENSOR PENDANT DOME CAMERA with IR
	1	32MP ANALYTIC MULTI SENSOR PENDANT DOME CAMERA with IR
	7	3MP 4.7-84.6MM LICENSE PLATE CAPTURE CAMERA with IR
	1	4.0 MEGAPIXEL ANALYTIC IR PTZ
	6	6.0 MEGAPIXEL ANALYTIC BULLET CAMERA with IR
	1	6.0 MEGAPIXEL ANALYTIC OUTDOOR DOME CAMERA with IR
		ENTERPRISE LEVEL CAMERA LICENSES
		180TB DIGITAL NETWORK VIDEO RECORDER
	14	ACCESS CONTROL DOORS/OPENINGS

### C8 MATERIAL LOCATIONS

#### Foothill Athletic Field

Icons from Section C7 depicted in image.



#### Foothill Elementary

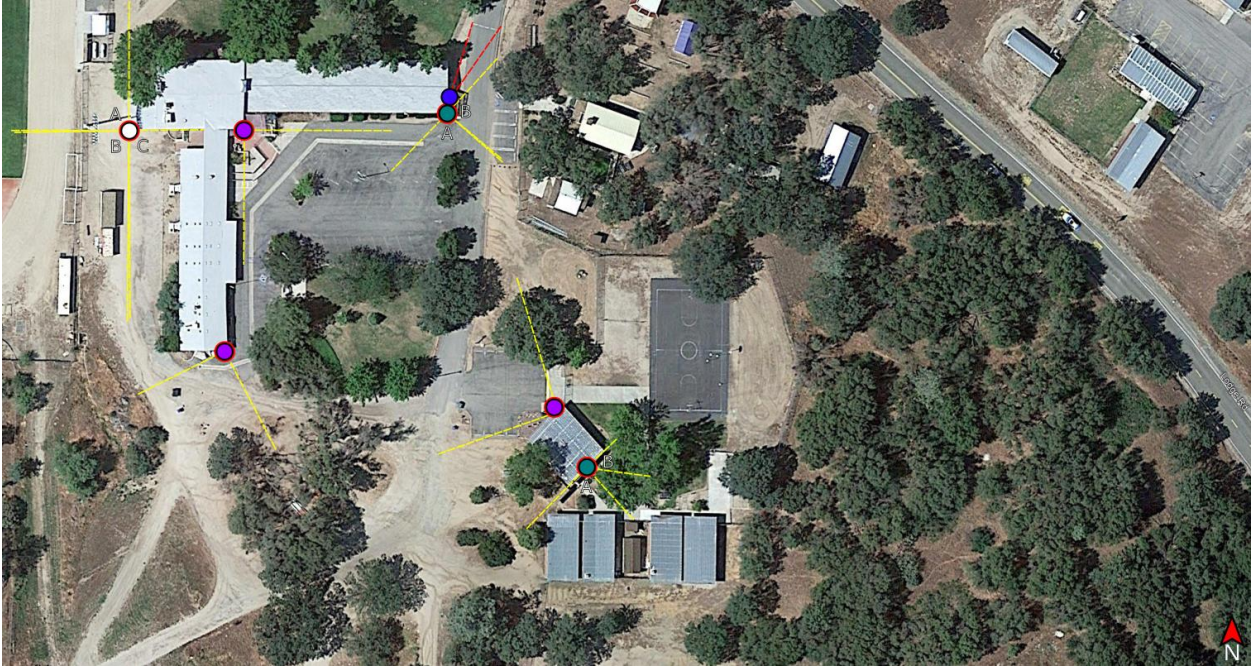
Icons from Section C7 depicted in image.





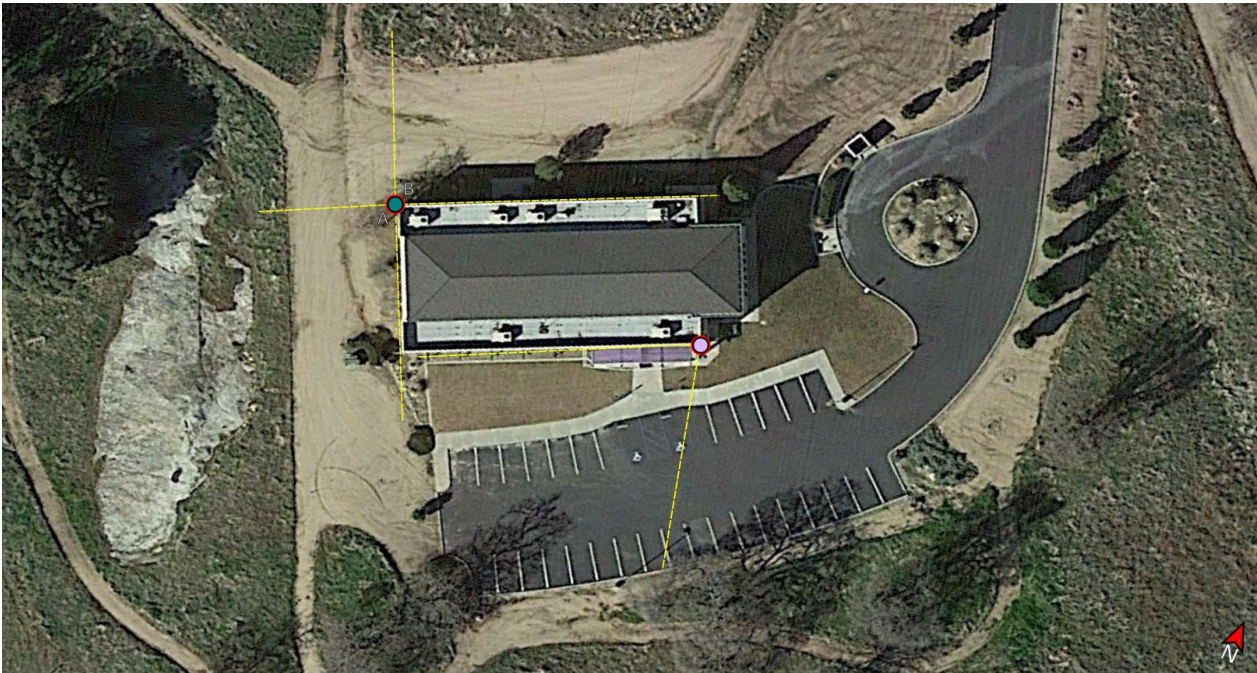
**Sierra Alt Ed**

Icons from Section C7 depicted in image.

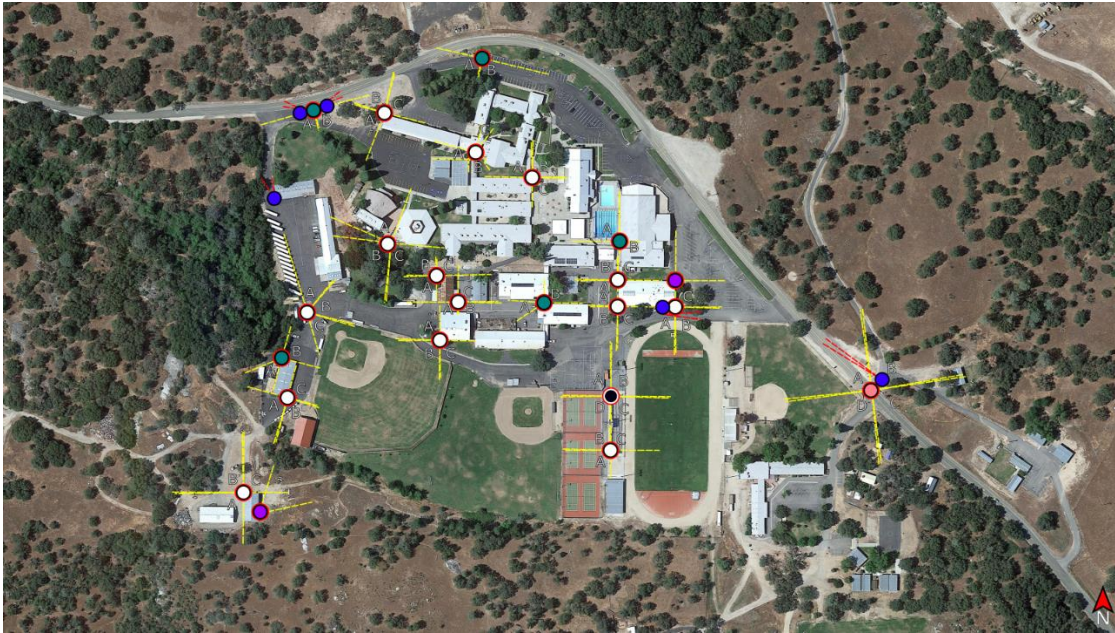


**Sierra District Admin Building**

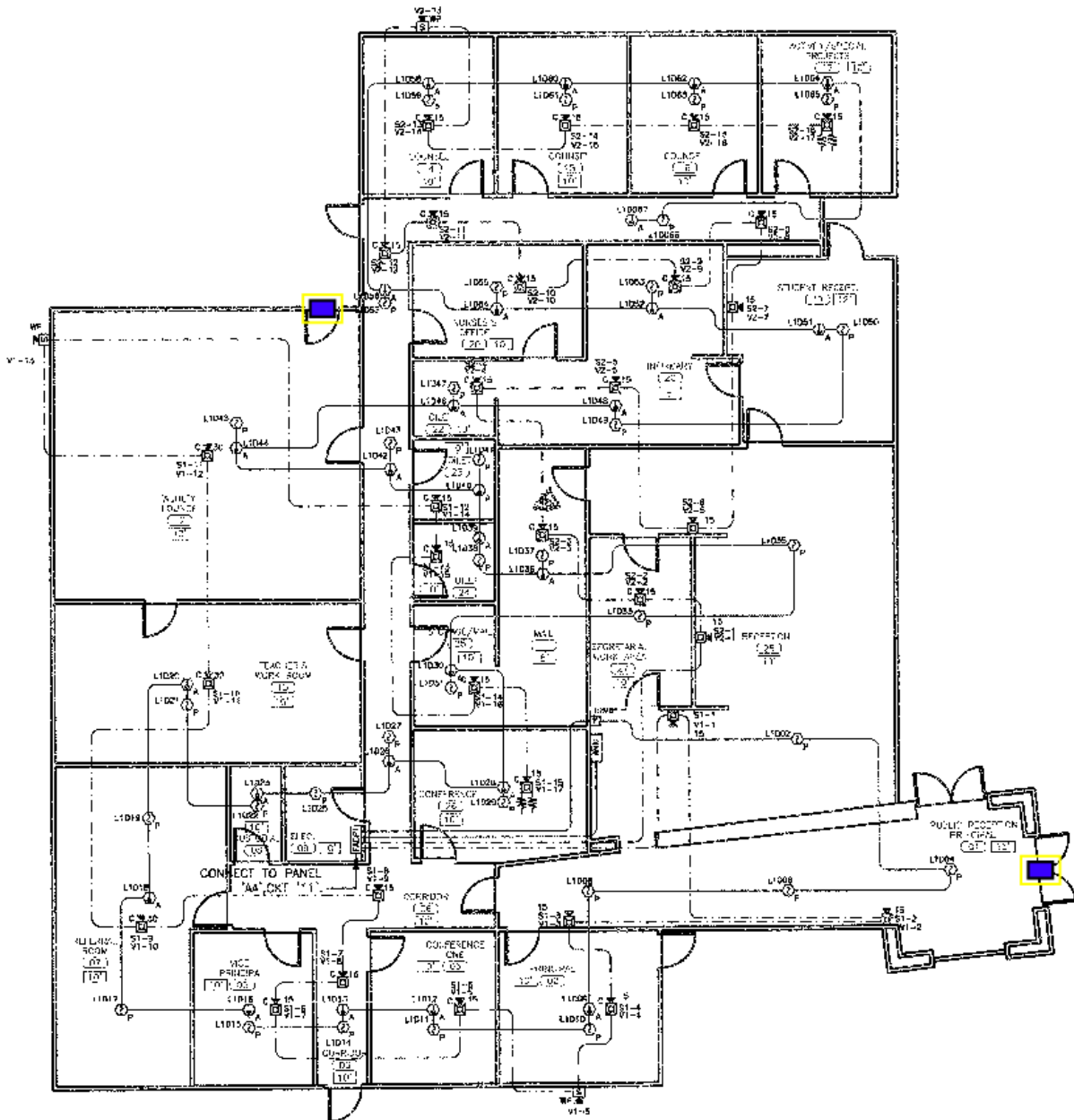
Icons from Section C7 depicted in image.



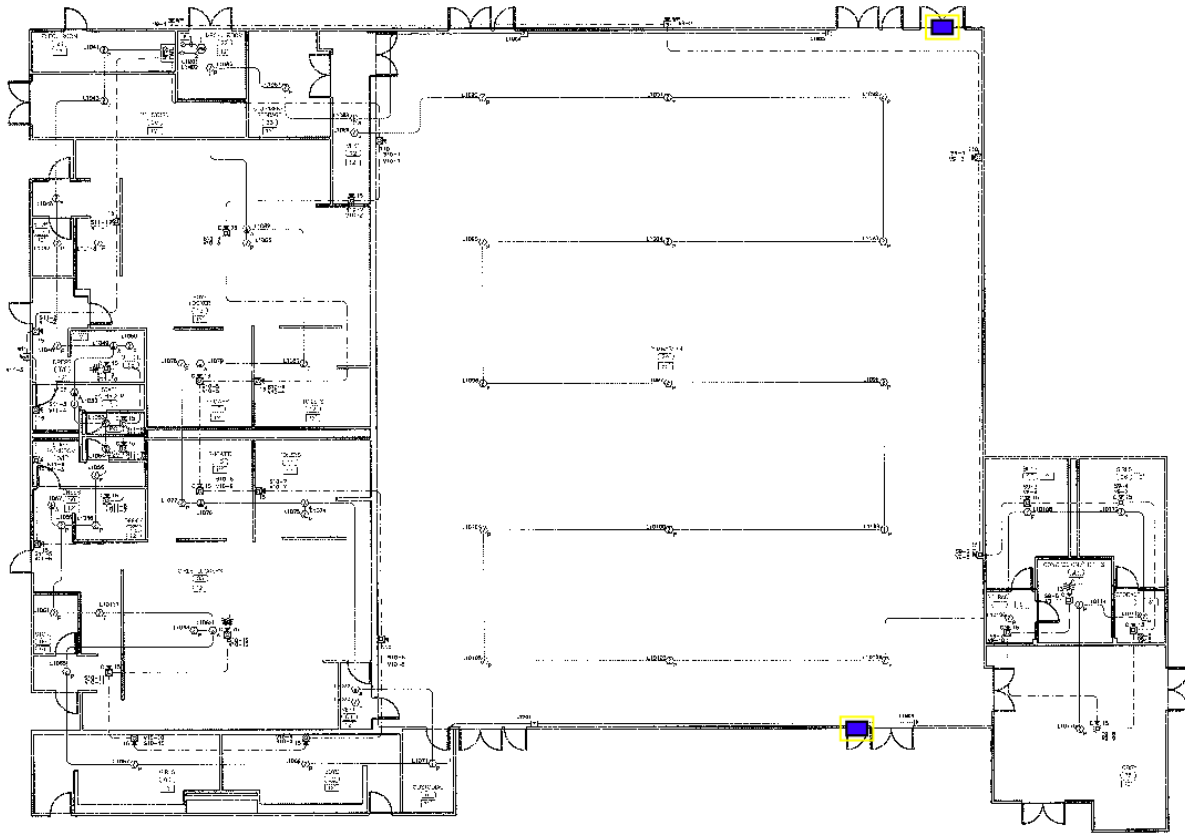
**Sierra Jr High & Sierra High School**  
Icons from Section C7 depicted in image.



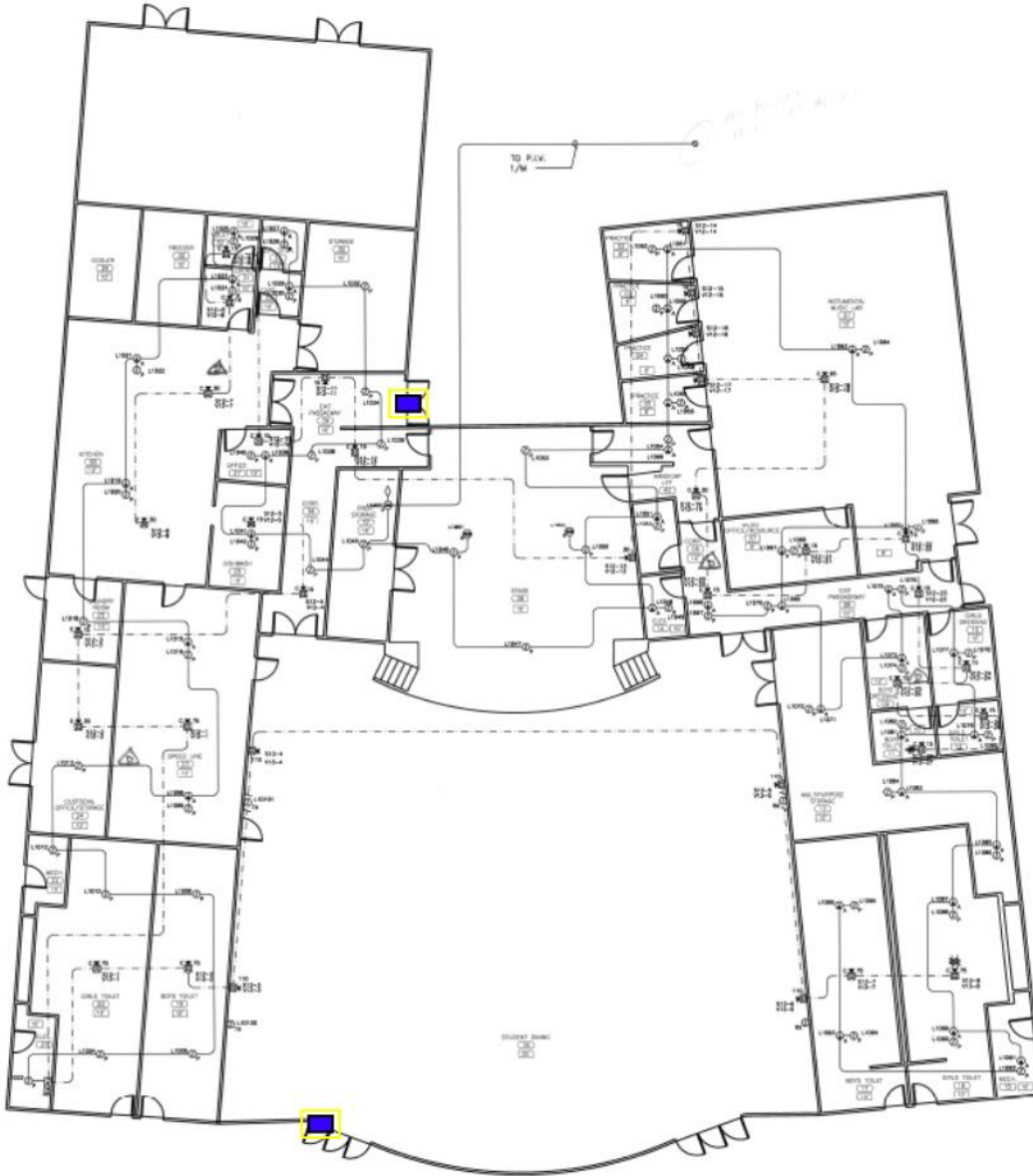
**Foothill Admin Access Control Layout**  
Icons from Section C7 depicted in image.



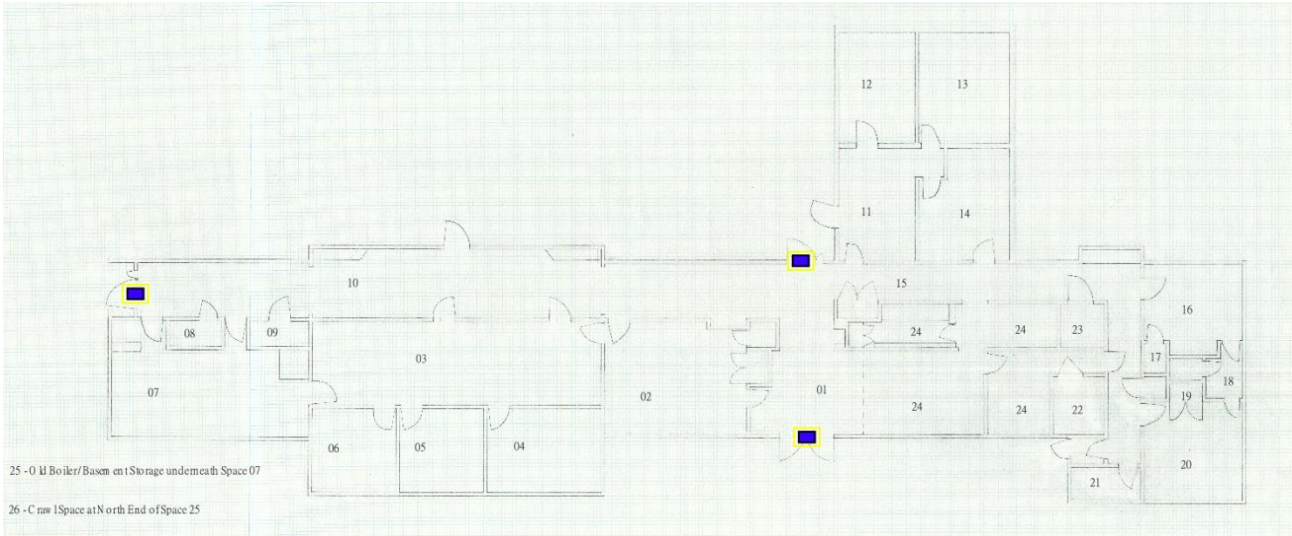
**Foothill Gym Access Control Layout**  
Icons from Section C7 depicted in image.



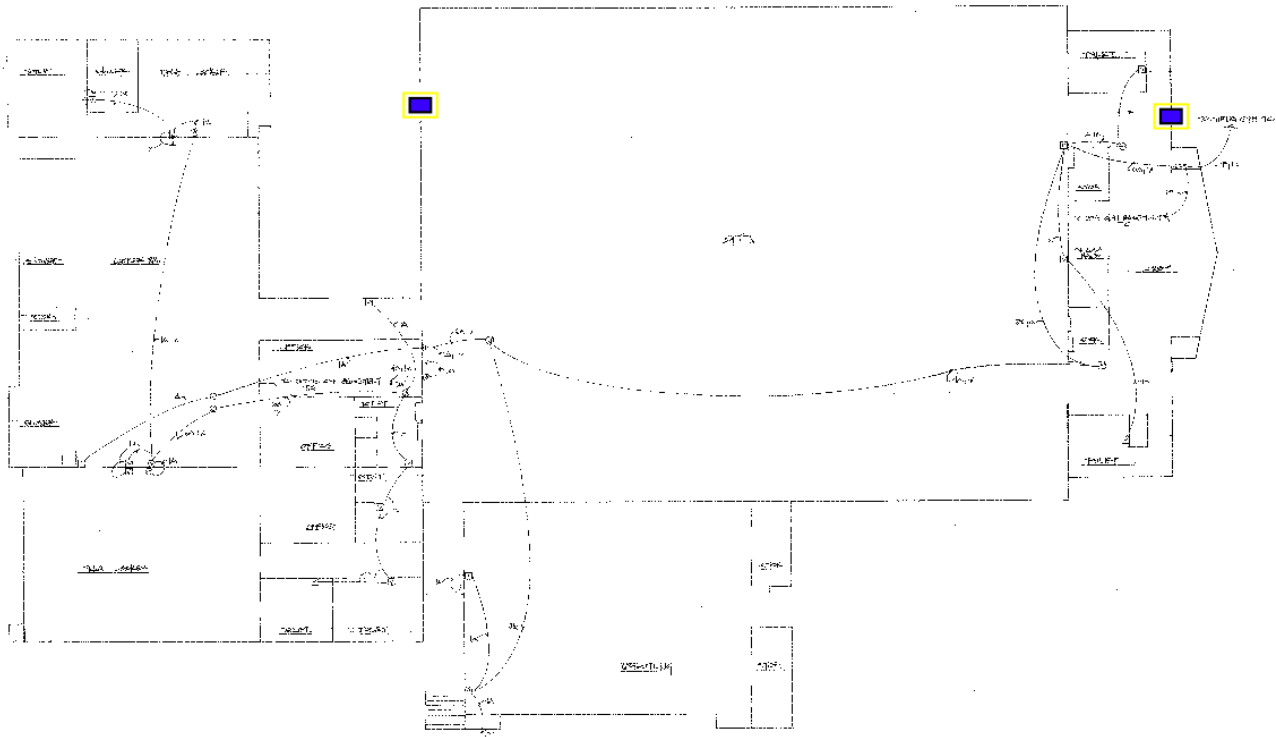
**Foothill Multi-Purpose Access Control**  
Icons from Section C7 depicted in image.



**Jr High & High School Admin Building**  
Icons from Section C7 depicted in image.



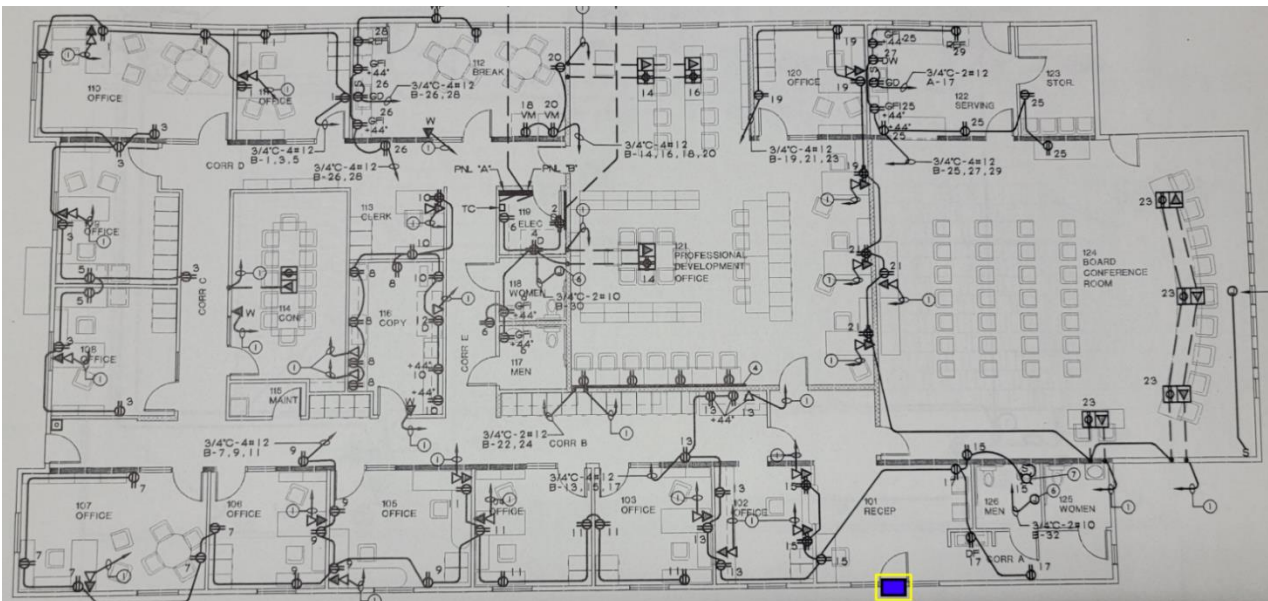
**Jr High & High School Gym Access**  
Icons from Section C7 depicted in image.



**Sierra High School Access Control**  
Icons from Section C7 depicted in image.



**Sierra Unified District Office Access Control**  
Icons from Section C7 depicted in image.



**C9 INSTALLATION**

- A. Clean up all used and unused materials and debris and remove from premises, properly dispose of all waste materials. SUSD may keep all or none of the old equipment for repurposing.

**INSTRUCTIONS TO BIDDERS**  
BID DOCUMENT D

SIERRA UNIFIED SCHOOL DISTRICT (“SUSD”)  
29143 Auberry Road Prather, CA 93651

“Contact Person”: Kelly Capps or Craig Barnes, Director of Facilities and Transportation  
Phone: (559) 855-8314 FAX: (559) 855-3674 Email: [kcapps@sierrausd.org](mailto:kcapps@sierrausd.org) or [cbarnes@sierrausd.org](mailto:cbarnes@sierrausd.org)

Each Bid submitted to SUSD in response to this Bid must be in accordance and comply with the following instructions and the requirements set forth in other Bid Documents.

**D1. EXAMINATION OF BID AND CONTRACT DOCUMENTS; SECURING PLANS AND SPECIFICATIONS.**

Before submitting a bid, each bidder shall review carefully, and shall be deemed to have reviewed and understand, these Instructions to Bidders, other Bid Documents, and the Contract.

Interested bidders may obtain plans and specifications by contacting Kelly Capps or Craig Barnes, Director of Facilities and Transportation by telephone at: (559) 855-8314 or email at [kcapps@sierrausd.org](mailto:kcapps@sierrausd.org) or [cbarnes@sierrausd.org](mailto:cbarnes@sierrausd.org)

**D2. BIDDER QUALIFICATIONS.**

To be considered by SUSD, the successful bidder must have, at a minimum, the following qualifications:

- D2.1 Be qualified and skilled and hold a California contractor’s license with the classification(s) as stated on the notice, which license must be active at the time of the award of the contract and at all times during performance of the work on the project.
- D2.2 Be registered as a contractor at the time of bid submission, contract award, and throughout the project with the California Department of Industrial Relations in accordance with the Prevailing Wage Addendum attached to the Contract and applicable laws and regulations.
- D2.3 Be a California business or a foreign corporation registered with the California Secretary of State to do business in California.
- D2.4 Be willing and able to provide labor, materials, supplies, equipment, and transportation to perform the work on the project in accordance with the specifications prepared by SUSD and the Contract, and provide such other services as may be agreed upon between Contractor and SUSD.
- D2.5 Have knowledge and understanding of laws applicable to California public school districts relating to the design, construction, and maintenance of school buildings.
- D2.6 Have knowledge and understanding of California Building Codes, laws, regulations, requirements, and procedures that apply to school district public works projects.
- D2.7 Procure and maintain in effect throughout the Project insurance that complies with the requirements in the contract.
- D2.8 Have at least five years of experience working with the California Division of the State Architect in regard to plan review and approvals for public works projects of school districts.
- D2.9 Procure the Payment Bond and Performance Bond in accordance with the contract.

**D3. ADDENDA.**

- D3.1 RESPONSE TO QUESTIONS. In its discretion or in response to questions submitted by bidders or other interested parties and before the Bid Deadline, SUSD may issue one or more addenda to this Bid, which SUSD will provide to each potential bidder that SUSD knows have received a copy of this Bid. In no event will SUSD be responsible for any failure of a bidder to receive any addendum. Any addendum issued by



SUSD shall become a part of this Bid and each bidder will be deemed to have knowledge of the contents contained therein, whether or not such addendum is received or reviewed by a bidder.

D3.2 EXTENSION OF DEADLINES. At SUSD's discretion and upon written notice to all potential bidders who SUSD knows have received a copy of this Bid, SUSD may extend, at any time before the award of the contract (s), any or all deadlines stated in this Bid.

D3.3 MODIFICATION OF BID. At SUSD's discretion and upon written notice to all potential bidders who SUSD knows have received a copy of this Bid, SUSD may modify, at any time before the Bid Deadline, any provisions contained in this Bid.

#### **D4. BID – REQUIREMENTS AND FORMS.**

##### **D4.1 GENERAL REQUIREMENTS.**

D4.1.1 COMPLIANCE WITH REQUIREMENTS. Each Bid must be in accordance and comply with the requirements of this Bid. SUSD may refuse to consider any bid that does not comply with the requirements of this Bid.

D4.1.2 ONE BID ONLY. A bidder may submit only one Bid to this Bid. However, a person who or an entity that has submitted a sub-bid, or quoted prices of materials, to a bidder on this Bid is not thereby disqualified from submitting a sub-bid or quoting prices to other bidder(s) or submitting a bid to this Bid.

D4.1.4 BID DEADLINE AND BID LOCATION. The dates and times, locations, and other requirements relating to this Bid and bids submitted in response hereto are set forth in the Notice Inviting Bids. Each bidder and any bid submitted hereto shall comply with all such requirements. Each Bid shall be hand-delivered, mailed, or delivered by courier or overnight services to the Bid Location stated in the notice. **SUSD will not accept any bid by facsimile, email, or other electronic means.** Irrespective of how a bidder chooses to deliver its Bid to SUSD, the bidder is solely responsible for ensuring that SUSD **actually receives** the Bid at the Bid Location in accordance with the Bid Deadline. SUSD will not accept, and will return unopened to the bidder, any bid that is not submitted at the Bid Location in accordance with the Bid Deadline, which Bid Deadline will be based on the time stated on the clock that SUSD designates.

D4.1.5 SEALED BID. Each Bid shall be in a sealed envelope, clearly identifying on the cover that the Bid is to this Bid and the bidder's name.

D4.1.6 NO EXCEPTION OR RESERVATION. SUSD will not consider any bid that makes any exception or change, or in any manner makes any reservation, to any terms and/or conditions of the Bid Proposal, other Bid Documents, or any Contract Documents.

D4.1.7 COSTS. Each bidder is solely responsible for its costs to respond to this Bid, including costs associated with preparation and submission of the Bid, and expenses for travel to the Pre-Bid Conference or any other meetings. In no event will SUSD pay or reimburse a bidder or other party for any such costs or expenses.

D4.2 BID FORMS. Each bidder shall use the Bid Forms that are provided by SUSD as part of this Bid Packet. SUSD will not consider any bid that does not use the Bid Forms.

D4.3 BID SECURITY. Each Bid must be accompanied by a bid security. The bid security shall be in an amount equal to 10 percent of the Base Bid and shall not include the amount of any additive alternate or deduct the amount of any deductive alternate. The bid security shall be given as a guarantee that the bidder will enter into the Contract with SUSD if awarded the contract, and will be forfeited, paid to, and retained by SUSD as liquidated damages if the bidder refuses or fails to enter into the contract provided by SUSD. SUSD shall have the right to withhold the bid security for 60 days following the later of the date of award of the contract or the date SUSD receives the signed contract and other required documents from the successful bidder, and thereafter SUSD shall return the bid security to each bidder.

- D4.4 **WITHDRAWAL OR MODIFICATION OF BID.** A bidder may withdraw its Bid by submitting to SUSD a written request signed by the bidder's authorized representative. A bidder may modify its Bid by submitting the modified Bid together with a written request to withdraw the original Bid and to replace it with the modified Bid. To be effective, SUSD must receive the notice of withdrawal or the modified Bid and the request for modification before the Bid Deadline stated in the notice. After the Bid Deadline, a bidder shall have no right to withdraw its Bid until 60 days after the Bid Deadline and shall have no right to modify its Bid.
- D4.5 **OWNERSHIP AND PUBLIC RECORD.** All bids submitted in response to this Bid shall become SUSD's property and are public records, and as such, are subject to inspection and production to the public after the award of the contract.
- D5. EVALUATION OF BIDS AND AWARD OF CONTRACT.**
- D5.1 **OPENING OF BIDS.** Opening of bids shall be at the location stated in the notice and shall occur as soon after the Bid Deadline as will be possible. All bidders may but are not required to attend the bid opening in order to be considered for the award of the contract.
- D5.2 **REJECTION OF BIDS/NO GUARANTEED OF CONTRACT.** This Bid does not create any obligation for SUSD to award or enter into any contract with any bidder or other party. Moreover, this Bid and any bid hereto shall not constitute or be construed to create a contract between SUSD and any bidder, create any obligation for SUSD to enter into a contract with any bidder, or serve as the basis for any claim by any bidder for payment or reimbursement for any costs associated with preparation or submission of a bid to this Bid. SUSD reserves the right to reject any and all bids, to contract for work with whomever and in whatever manner SUSD decides, to abandon any or all of the work on the Project and the Contract entirely, and/or to waive any informality or irregularity in any bid. SUSD also reserves the right, without any liability, to cancel the award of the contract at any time before the Construction Services Agreement is signed by both the successful bidder and SUSD.
- D5.3 **AWARDING OF CONTRACT.**
- D5.3.1 The lowest Bid shall be determined as stated in the notice.
- D5.3.2 SUSD will notify the successful bidder of the selection of its Bid. Before awarding the Contract, SUSD, at its sole discretion, may require from the successful bidder further evidence of the bidder's qualifications to perform the contract faithfully, capably, and reasonably, and may consider other evidence. If the successful bidder refuses or fails to provide the requested evidence, the bidder's Bid shall be deemed non-responsive.
- D5.3.3 The form of the Construction Services Agreement that the successful bidder must sign and deliver to SUSD is attached as part of the Bid Packet.
- D5.3.4 Within 10 days of the date on which the contract is awarded, the successful bidder shall sign the Construction Services Agreement attached to this Bid and deliver all documents required by the Contract to SUSD. If the successful bidder fails to sign the Construction Services Agreement and furnish the required documents within the 10 days, the following shall apply: (1) Contractor's rights, if any, arising out of SUSD's selection of contractor's Bid shall be deemed to have been abandoned by contractor; (2) SUSD may award the contract to the next lowest bidder or otherwise proceed as allowed by applicable laws; (3) Contractor's bid security shall be forfeited, paid to, and retained by SUSD as liquidated damages; and (4) SUSD shall be entitled to such other rights as may be granted to SUSD by this Informal Bid, law, or equity.
- D5.3.5 The bidder to whom SUSD awards the contract may substitute securities or establish an escrow in lieu of retention pursuant to Public Contract Code section 22300 and the contract.
- D5.4 **OPEN BOOK POLICY.** SUSD will require an open book policy with the successful contractor and its construction team on the entire project, meaning that all costs included in the Contractor's Bid shall be clearly set forth to SUSD's satisfaction, including site improvements, as spelled out in the plans and specifications. The cost shall be broken down in the Schedule of Values. SUSD shall be entitled to have access to required subcontractor bid documentation, value engineering back-up, contingency breakdown

and tracking, general conditions breakdown and tracking, documentation of contractor's fees, and all other information necessary to verify construction costs.

**D6. QUESTIONS AND CONTACT.**

Any potential bidder that has questions regarding this Bid must submit them in writing by personal delivery, by mail, or email to the Contact Person listed above, receipt of which by SUSD must be **before the deadline for questions to SUSD, which deadline is stated in the notice. The subject heading for any writing containing questions shall be specified: "Questions – Bid: Surveillance & Access Control Systems Project."** SUSD will reply to questions by issuing one or more written addenda. Any statement or information that may be provided

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**BID PROPOSAL**  
**BID DOCUMENT E-1**

Bidder's Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CA Contractor's License: No.: \_\_\_\_\_ Classification: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

CA Dept. of Industrial Relations Registration No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Dear SIERRA UNIFIED SCHOOL DISTRICT ("**SUSD**")

The above-listed bidder understands and agrees that: (1) all items on this Bid Proposal must be completed and shall be without interlineations, alterations, or erasures; (2) this Bid Proposal must be completed and submitted to SUSD in accordance with the instructions contained herein; and (3) when requested by SUSD, Bidder shall furnish evidence satisfactory to SUSD of the authority of each person executing below on bidder's behalf. If bidder is a *partnership*, this Bid Proposal must be signed in the partnership's name and by a general partner authorized to bind the partnership, with the name and title of the person signing typed or printed below the signature. If bidder is a *corporation*, this Bid Proposal must be signed in the corporation's legal name and by the chairman of the board, president or any vice president, *and* by the secretary, assistant secretary, the chief financial officer or assistant treasurer, with the name and title of each person signing typed or printed below the signature. SUSD will not consider any bid that is not signed in accordance with the above-stated instructions.

**BASE BID.** The above-listed bidder hereby proposes and agrees to enter into the contract to furnish, including applicable taxes, any and all labor, materials, supplies, equipment, and transportation for completion of the work on the project in strict accordance with the contract for the following:

**"Base Bid":**

\_\_\_\_\_  
(\$ \_\_\_\_\_)

*Bidders must be prepared to provide a detailed scheduled of values (Section D.5.4 of the Instructions to Bidders).*

**ADDENDA RECEIVED BY BIDDER.** Addenda issued by SUSD for this Bid are included in and are part of this Bid. Bidder hereby acknowledges that it has received the following Addenda:

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_  
Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

**BID DOCUMENTS.** Bidder shall submit, and hereby submits, as part of its Bid all of the following Bid Forms:

1. Bid Proposal (Bid Document E-1)
2. Bid Bond (Bid Document E-2)
3. Non-Collusion Affidavit (Bid Document E-3)
4. Designation of Subcontractors (Bid Document E-4)
5. Iran Contracting Act Certification (Bid Document E-5)
6. Job References (Bid Document E-6)

**BIDDER STIPULATION AND CERTIFICATION.** Bidder further understands and agrees as follows:

1. **DESIGNATION OF CONTACT PERSON.** Bidder designates the contact person and address listed above as bidder's office to which SUSD may communicate with Bidder if Bidder is the successful bidder.
2. **EXAMINATION OF BID AND CONTRACT DOCUMENTS.** Bidder carefully examined this Bid and all documents describing the scope and requirements for the work.
3. **EXAMINATION OF BID.** Bidder checked carefully all information and amount stated in its Bid and understands that SUSD will not be responsible for any errors or omissions of bidder in completing this Bid Proposal or other documents submitted as part of the Bid.
4. **WORKERS COMPENSATION CERTIFICATION.** Bidder hereby certifies that it is aware of the provisions of Labor Code section 3700, which provides in relevant part as follows:

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

Bidder hereby agrees, if it is awarded the contract, that it will comply with such provisions before commencing and during the performance of the work and will require bidder's subcontractors to do the same. Moreover, bidder hereby agrees to provide SUSD with proof of workers compensation insurance or self-insurance in accordance with the requirements set forth in the contract.

5. **DRUG-FREE WORKPLACE CERTIFICATION.** Bidder hereby agrees, if it is awarded the contract, to comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug free workplace as set forth in the contract.
6. **SUFFICIENT FUNDS DECLARATION.** Bidder's Bid includes sufficient funds to permit bidder to comply with applicable local, state, and federal laws and regulations governing the labor and services to be provided on the project, including but not limited to, payment of prevailing wage rates. Moreover, bidder hereby declares that it will comply with the provisions of Labor Code section 2810, subdivision (d), if bidder is awarded the contract.
7. **AWARD AND EXECUTION OF CONTRACT.** If SUSD selects bidder as the successful bidder at any time before bidder withdraws bidder's Bid, which withdrawal must be in accordance with the provisions stated in this Bid, the following shall apply: (A) SUSD will notify bidder of the selection; (B) within 10 days of the date on which the contract is awarded, bidder shall execute the Construction Services Agreement attached to this Bid and deliver all documents required by the Contract to SUSD; and (C) if bidder fails to so sign the Construction Services Agreement and deliver the required documents, SUSD, in addition to any remedy that SUSD has or may have against bidder, may award the contract to another bidder without any notice, obligation, or liability to bidder.
8. **DEBARMENT AND SUSPENSION:** Bidder hereby certifies that it and its principals: (a) are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (4) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Each person executing below declares under penalty of perjury under the laws of the State of California and executes on behalf of the above-named bidder that the representations made and information provided in this Bid Proposal and the other documents submitted herewith are true and correct and that he/she is duly authorized to execute this Bid Proposal on behalf of and to bind bidder to this Bid Proposal and Bidder's bid to this Bid.

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

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

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

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

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**BID BOND**  
BID DOCUMENT E-2

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (hereinafter "Principal"), and \_\_\_\_\_ as Surety, are firmly bound unto the Name of Agency (hereinafter "SUSD"), in the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, trustees, administrators, successors and assigns, jointly and severally, firmly by the presents.

The condition of this obligation is such that whereas the Principal has submitted to SUSD a certain bid, attached hereto and made a part hereof, to enter into a Contract in writing to provide labor, materials, supplies, equipment, transportation and other services to perform the work on the \_\_\_\_\_ project in strict accordance with the contract.

NOW, THEREFORE, if said Bid shall be rejected by SUSD, or, in the alternative, if said Bid shall be accepted and the Principal shall sign and deliver the Construction Services Agreement together with other required Contract Documents in accordance with the requirements of the Bid Packet and shall in all other respects perform the contract created by the acceptance of said Bid, then the above obligation shall be void and of no effect, otherwise the same to remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids or to the services to be performed thereunder shall in any way affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids or to the services.

IN WITNESS WHEREOF, the above-bounden Parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)            Principal            \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)            Surety            \_\_\_\_\_  
(Attach Attorney-In-Fact)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

(To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.)

The rate or premium of this bond is \_\_\_\_\_ per thousand, the total amount of premium charged, \$\_\_\_\_\_.

**NON-COLLUSION AFFIDAVIT**  
BID DOCUMENT E-3

Name of Bidder: \_\_\_\_\_

The undersigned declares:

1. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham.
2. Bidder has not directly or indirectly induced or solicited any other bidders to put in a false or sham bid. Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its, his, or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
3. I have full power to execute, and do execute, this Non-Collusion Affidavit on behalf of bidder and declare under penalty of perjury under the laws of the State of California that the statements contained herein are true and correct and that this Non-Collusion Affidavit is executed on the dated stated below.

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**JOB REFERENCES**  
BID DOCUMENT E-4

Name of Respondent: \_\_\_\_\_

**INSTRUCTION:** Each bidder must submit a list of at **least three projects** containing similar work as required by this Bid and that are of similar or greater dollar value completed by bidder within the last five years for reference purposes. Bidder authorizes SUSD to contact the project owners for purposes of references.

Date Completed	Project	Project Owner	Contact Person/ Phone Number

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## DESIGNATION OF SUBCONTRACTORS FORM

### BID DOCUMENT E-4

- E-4.1 Pursuant to Public Contract Code section 4106, each bidder shall set forth the following information on the Designation of Subcontractors Form:
- E-4.1.1 The name, location of the place of business, phone number, and State of California contractor's license number of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, 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 (1/2) of one percent (1%) of the Base Bid.
  - E-4.1.2 The portion of the work on the project that will be done by each subcontractor and the amount for which the bidder will pay the subcontractor for such work. The bidder shall list only one subcontractor for each portion of the work on the project.
  - E-4.1.3 If bidder fails to specify a subcontractor for a portion of the work or if bidder specifies more than one subcontractor for the same portion of the work to be performed in excess of one-half (1/2) of one percent (1%) of the Base Bid, bidder agrees that it is fully qualified to perform and will perform that portion itself.
- E-4.2 In addition to those subcontractors that contractor specifies pursuant to E-4.1 above, contractor shall specify on the Designation of Subcontractors Form any other subcontractors who will perform any of the work on the project.
- E-4.3 Pursuant to Labor Code section 1725.5, each subcontractor that will be performing any portion of the work shall be registered with DIR and be qualified to perform public work. If a bidder lists a subcontractor that is not registered with DIR as of the date of the award of the contract, bidder agrees that it is fully qualified to perform and will perform that portion itself.

**DESIGNATION OF SUBCONTRACTORS FORM**

Name of Bidder: \_\_\_\_\_

**INSTRUCTION:** Each bidder must complete the information required in columns A through E for: (1) each subcontractor that will perform any part of the work on the project in an amount in excess of one-half (1/2) of one percent (1%) of the Base Bid; and (B) any other subcontractor(s) who will perform any of the work on the project. If additional spaces are needed, duplicate this form.

A Name of Subcontractor	B Location of Place of Business, Phone No., AND Email	C CA. Contractor License No.	D DIR Registration No.	E Portion of Project Work

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**IRAN CONTRACTING ACT CERTIFICATION**  
BID DOCUMENT E-5

**INSTRUCTION: If Bidder's Base Bid, as set forth on the Bid Form, is \$1,000,000 or more, bidder shall complete and submit this Iran Contracting Act Certification at the same time that bidder submits its Bid to Owner.**

Name of Bidder: \_\_\_\_\_

The undersigned certifies that the above-named bidder *(must mark one as applicable)*:

- Is not identified on a list created pursuant to Public Contract Code section 2203, subdivision (b) as a person engaging in investment activities in Iran described in Public Contract Code section 2202.5, subdivision (a) or as a person described in Public Contract code section 2202.5, subdivision (b), as applicable.
- Has obtained an exemption from the certification requirement under the Iran Contracting Act (Public Contract Code § 2200 et seq.) and has attached hereto documentation of such exemption.

I have full power to execute, and do execute, this Iran Contracting Act Certification on behalf of bidder and declare under penalty of perjury under the laws of the State of California that the statements contained herein are true and correct and that this Iran Contracting Act Certification is executed on the dated stated below.

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JOB REFERENCES**  
**BID DOCUMENT E-6**

Name of Bidder: \_\_\_\_\_

Each bidder must submit a list of at least three projects containing similar work as required by this Bid and of similar or greater dollar value completed by bidder within the last five years for reference purposes. Bidder authorizes SUSD to contact the Project SUSDs for purposes of references.

Date Completed	Project	Project SUSD	Contact Person/ Phone Number

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