



WHERE OAKLAND SHINES
433 Hegenberger Road, Suite 201 Oakland, CA 94621

Request for Proposals
Camera Security System Upgrade
RFP# LCPS3162024

Issued: May 6, 2024
Bid Due: June 4, 2024, 9 AM

Contact information:
Manisha Patel
Sr. Director of Technology
manisha.patel@lighthousecharter.org
433 Hegenberger Rd Suite 201 Oakland, CA 94621

LEGAL NOTICE TO BIDDERS – REQUEST FOR PROPOSALS

Notice is hereby given that the governing board (“Board”) of the Lighthouse Community Public Schools (“Lighthouse”) is soliciting competitive sealed proposals from companies (“Bidders”) to provide camera hardware, software, and door sensors equipment and implementation services outlined in the “Scope of Services” section of this request for the Lighthouse’s Camera Security System Upgrade project (“Project”):

Bids from Bidders will be received at the time/date/location indicated here (“Bid Submission Deadline”):

Location: Via email only to Manisha Patel at manisha.patel@lighthousecharter.org

Time: Tuesday June 4, 2024, 9 AM

All bids shall be in the form required by this RFP. Each bid must conform and be responsive to all pertinent Project Documents, including, but not limited to, the Information for Bidders. The Board reserves the right to reject any or all proposals.

The successful Bidder shall be required to furnish a 125% Performance Bond and a 100% Payment Bond if it is awarded the contract to perform the Project.

This is a prevailing wage project and subject to the federal Davis-Bacon Act. The successful bidder and all of its subcontractors of all tiers shall register with the Department of Industrial Relations (DIR) as a contractor that is working on a public works project and shall pay all workers on all work on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of Lighthouse, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from Lighthouse or on the Internet at: <http://www.dir.ca.gov>.

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) in which circumstance the contractor or subcontractor is ineligible to respond to a bid or to do public work]. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Lighthouse will conduct **one (1)** informational job walks relative to the Project. **Attendance is MANDATORY.** The location of the job walk shall be **at the time, date and location listed below.**

Onsite Job Walk	May 14, 2024, by 9:00 AM PST	9:00 AM -10:00 AM Meet at site 1 main building of Lighthouse Campus 444 Hegenberger Road, CA 94621 10:15 AM – 11:15 AM Meet site 2 Lodestar Campus 701 105 th Avenue, Oakland, CA, 94603
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In addition, after Bids are submitted, selected Bidders will be required to participate in an interview and demo with Lighthouse staff.

Lighthouse requires that each bidder possess the following classification(s) of contractor's license(s) at the time the bid is submitted:

- a. All Service Providers responding to this RFP must have and maintain a C-7 or C-10 contractor's license in order for their bid to be considered responsive. The service provider must be licensed at the time of the response to the RFP and the license must remain current for the duration of the Project. Failure to supply complete license requirement information and signature under penalty of perjury on the RFP form may result in being considered non-responsive and rejected.
- b. In addition to the requirements outlined in the RFP, service providers may be subject to additional requirements Pursuant to Senate Bill (SB) 854. Further information regarding this requirement is available at <https://www.dir.ca.gov/public-works/sb854.html> and <https://www.dir.ca.gov/t8/16450.html>.

The Bidder's license(s) must remain active and in good standing at the time of the bid opening and throughout the term of the Agreement.

The Project Documents will be made available on the school's website.

The project schedule provided by Bidders should provide for the kick-off call to occur between June 13 and no later than July 12, 2024, with equipment orders to then be immediately placed and work to commence as soon as equipment arrives. Lighthouse assumes a timeline for installation of two to three weeks, as well as subsequent training. Project completion will ideally occur no later than September 30.

The current estimated budget for the Project is \$380,000 and will be funded through a grant through the Bipartisan Safer Communities Act Stronger Connections Grant Program.

Substitutions: Any product substitution must be submitted ten (10) days prior to bid opening. All inquiries about the project are to be directed to manisha.patel@lighthousecharter.org.

Lighthouse shall award the Agreement, if it awards it at all, to the bidder whose bid is most advantageous to Lighthouse, with price and other factors considered including the following criteria:

- (1) Price;
- (2) Reputation of the bidder and of the bidder's services;
- (3) Quality of the bidder's services;
- (4) Extent to which the services meet Lighthouse's needs;
- (5) Bidder's record of past performance;
- (6) Bidder's financial standing and capacity;
- (7) Bidder's past relationship with Lighthouse; and
- (8) Total long-term cost to Lighthouse to acquire the services.

Lighthouse reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Prior to the Bid Submission Deadline, any bidder may withdraw its bid in person or by written request. No bids may be withdrawn between the Bid Submission Deadline and the ninetieth (90th) calendar day thereafter, inclusive, and all bids shall be effective throughout that entire ninety (90) day period.

Date of this Notice: May 6, 2024

Lighthouse Community Public School

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IMPORTANT DATES

By	Item	Date & Time	Additional Details
LCPS	Issue RFP	May 6, 2024	
Bidder	RSVP For Onsite Job Walk	May 13, 2024 by 5:00 PM	Link to RSVP For RFP If you have issue with the RSVP form, please rsvp via email Manisha.patel@lighthousecharter.org Or text or call 510-851-0943 by May 13, 5:00 PM
Bidder & LCPS	Mandatory Onsite Job Walk	May 14, 2024, by 9:00 AM PST	9:00 AM -10:00 AM Meet at site 1 main building of Lighthouse Campus 444 Hegenberger Road, CA 94621 10:15 AM – 11:15 AM Meet site 2 Lodestar Campus 701 105 th Avenue, Oakland, CA, 94603
Bidder	Written Questions Due from prospective bidders	May 17, 2024, by 5:00 PM PST	Email to: manisha.patel@lighthousecharter.org Subject: Camara RFP Questions
LCPS	LCPS will respond to questions	May 22, 2024	
Bidder	Proposals Due	June 4, 2024, by 9 AM PST	PDF format attached to email to be sent to Manisha.patel@lighthousecharter.org
LCPS	Bidders selected for demos will be informed	June 5, 2024, by 9 AM PST	We will inform bidders selected for demos and interview via email via email and phone call to primary contact identified in bid packet.
Bidders & LCPS	Demo and interview with selected bidders	June 6, 2024	
LPCS	Recommendation to LCPS Board of Education	June 12, 2024	
LCPS	Notify contractor of award	June 13, 2024	

All dates are subject to change at Lighthouse Public School’s discretion.

PURPOSE

Through this Request For Proposal (“RFP”), Lighthouse Community Public Schools (“Lighthouse”) is soliciting proposals from qualified vendors to install a security camera system at both of our school campuses. The installation is subject to all terms, conditions, and specifications in this RFP.

The RFP is part of a competitive process, which will be undertaken in order to serve Lighthouse’s best interests and provide Bidders with a fair opportunity for their professional services to be considered. Representatives from Lighthouse will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and LCPS Board, is most advantageous to Lighthouse. Lighthouse reserves the right to reject any or all proposals.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept all terms and conditions as stated in this RFP and attached Agreement.

OBJECTIVE

The objective of this project is to upgrade aspects of Lighthouse’s campus security system at its two (2) public school facilities serving grades K-12:

- Purchase and install internal and external cameras, software and needed cabling (list of materials provided in SOW and Specification sections.) Security cameras at both of our K-12 campuses must have one standard security system across both campuses, which will allow Lighthouse to implement an IP-based surveillance camera system providing cloud archiving and system management capabilities.
- Purchase and install door sensors.

The Contractor shall be responsible for furnishing a complete solution inclusive of any infrastructure needs, which might require additional switches, patch panels and cabling to meet Lighthouse’s requirements.

REQUEST FOR PROPOSAL & INSTRUCTIONS FOR BIDDERS.

1. To be considered a Bidder, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of all addenda[s] required to be returned

2. **Proposal Submission:** PDF attached via email by **2:00 p.m., June 1, 2024** to the following email address: manisha.patel@lighthousecharter.org

Email Subject Line: “Camera RFP LCPS3162024 – Bidder Company/Org Name”

PROPOSAL SUBMITTED IN ANY OTHER FORMAT WILL BE CONSIDERED NON-RESPONSIVE.

3. Document Submission Checklist. Each bidder shall provide the following documents only as indicated below.

Documents	Submit with Bid	Submit Upon Notice of Award
<p>Proposal Cover Sheet & Proposal</p> <p>A. Provide a high-level synopsis of the Bidder’s organization. This should include a brief overview of the firm, identifying the firms’ experience with low voltage cabling and installation of IP-based security surveillance, and door sensors within a K-12 school environment.</p> <p>B. Provide a high-level project schedule summary. Provide dates of key events and specify location of work. Schedule should include but not limited to the following. For the baseline, assume project kick off call will take place between June 13 and no later than July 12, 2024, with equipment orders to then be immediately placed and work to commence as soon as equipment arrives. Lighthouse assumes a timeline for installation of two to three weeks, as well as subsequent training. Project completion will ideally occur no later than September 30.</p> <p>C. Include a proposed Bill of Materials (BOM) clearly identifying the manufacturer, product, and planned quantity(s).</p> <p>D. Pricing shall reflect the complete cost (all fees) for the scope of work. The proposal should have separate breakdowns for each of the sites and have specific labor and material clearly stated.</p> <p>E. The proposal should have a 1-page project cost summary.</p> <p>E. Provide three (3) references for recent work that is similar to the scope outlined in this RFP within an education environment. Information should include but not limited to the scope of summary, project costs, overall project timeline, and contact information of the client. Lighthouse reserves the right to contact the provided references.</p>	X	
Bid Form	X	
Bid Submission	X	
Non-collusion Declaration	X	
Designation of Subcontractors	X	
Agreement		X
Performance Bond		X
Payment Bond		X
Certificate of Insurance and Acord Certificate of Liability		X
Workers Compensation Insurance Certificate		X
Drug-Free Workplace Certification		X
Criminal Background Investigation/ Fingerprinting Certification		X

4. **Request for Information and Clarification Clarifications/RFI's**. All requests for clarification must be made via email to: Attn: Manisha Patel at manisha.patel@lighthousecharter.org no later than May 17, 2024 by 5:00 PM.

5. **Mandatory walk through**.

Lighthouse will conduct **one (1)** informational job walks relative to the Project. **Attendance is MANDATORY.** The location of the job walk shall be **at the time, date and location listed below.**

Onsite Job Walk	May 14, 2024, by 9:00 AM PST	9:00 AM -10:00 AM Meet at site 1 main building of Lighthouse Campus 444 Hegenberger Road, CA 94621 10:15 AM – 11:15 AM Meet site 2 Lodestar Campus 701 105 th Avenue, Oakland, CA, 94603
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6. **SCOPE OF WORK & SPECIFICATIONS**

Scope of Work

- Design, purchase, installation, and training of IP cameras, cabling and any required software.
 - Bidders should specify recommended camera type and count at each school site location.
 - Remove any existing cameras, indoors and outdoors, that will be replaced.
 - Bidders should provide maps indicating the recommended location of each camera and,
 - Training: Bidders must provide training and training support materials to Lighthouse.
 - The selected Bidder will provide a spreadsheet with serial numbers, and item name/description of all purchased hardware as part of the project closeout documents.
- Purchase and installation of, and training for, open/close door sensors.
- Lighthouse Technology and Operations teams will work with the selected Bidder to determine optimal angles during installation and will test equipment for functionality. If it is determined that the installation results do not perform to Lighthouse’s specifications, the selected Bidder will be required to reinstall and/or adjust a device or devices until functionality and performance are in working order, **no change orders will be accepted.**
- The selected Bidder will be required to assign a project manager as a single point of contact for all communications including but not limited to installation support and/or troubleshooting throughout the installation.
- The project manager will develop a project schedule and timelines for key tasks, provide status updates, review the progress, and provide a clear plan of implementation. Furthermore, after implementation has been completed, the Vendor must provide a point of contact that Lighthouse can contact for any installation, workmanship, warranty support and/or issues.

Specifications:

Camera System Required Features

- 35 cameras for a total of 70 for indoor and outdoor needs.
- We anticipate needing cameras in the following areas of each campus: hallways, MPR's, full coverage outside, near technology storage rooms, electrical rooms, supply closets, driving into our gates.
- Ability to access footage for 30-90 days or more.
- Voice recording
- Technical Specs for cameras
 - Cloud-based
 - POE
 - Solution to capture footage if the network is down
 - Parking lots need LTE or wireless
 - Vendor would also need to determine if POE is possible for the parking lot
 - Ability to use motion-activated recording only
 - Firmware upgrades and enhancements from the cloud
 - Enterprise-grade security
 - Role-based administration

Open/Close Door Sensors – Require Features

- 50 door sensors will be needed (about 25 per campus)
- Ability to monitor door access to detect intrusions, monitor door access to detect intrusions, understand usage trends, and prevent business disruptions.
- Cloud managed.
- Automatic alerts based on customizable thresholds through SMS, Email and Mobile push notifications.
- Enterprise-grade security
- Role-based administration
- Firmware upgrades and enhancements from the cloud

Other Product Needs

If your product/solution suite offers the following products, please provide a brief description/list of features of what you offer for any one or all the items listed below as well as cost. This RFP does not include any requirements for the items listed below. These items may be solicited at a future date if future budgets permit. If your solution pricing does already include any of the items below, please identify that in your proposal.

- Visitor and hall pass management.
- Entry access management systems: keyless entry, remote locking for parking lot gates pedestrian gates, and indoor and outdoor bldg.
- Master control system for parking lot gates and pedestrian gates doors to be solicited at a future date. No requirements or specs for this item will be provided in this RFP.
- Parking gate camera functionality that allows it to read car license plates upon entry

EVALUATION PROCESS

No commitment will be made to select a Bidder's proposal solely on the basis of price. Selection will be made on a combination of factors that may include:

- (1) Price;
- (2) Reputation of the bidder and of the bidder's services;
- (3) Quality of the bidder's services;
- (4) Extent to which the services meet Lighthouse's needs;
- (5) Bidder's record of past performance;
- (6) Bidder's financial standing and capacity;
- (7) Bidder's past relationship with Lighthouse; and
- (8) Total long-term cost to Lighthouse to acquire the services.

Proposals found to be incomplete may be rejected as non-responsive; and proposals not deemed to be competitive will be rejected. Lighthouse may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of proposal.

GENERAL TERMS & CONDITIONS

WARNING: READ THIS DOCUMENT CAREFULLY
DO NOT ASSUME THAT IT IS THE SAME DOCUMENT AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN

- **Preparation of Bid Form and Related Documents.** Pursuant to the attached Notice Calling for Bids (“**Notice**”), the Lighthouse Community Public Schools (the “**Lighthouse**”) has invited bids for the award of a contract for the construction of the project identified above (“**Project**”). All such bids must be submitted on the bid form attached hereto (“**Bid Form**”) and must be accompanied by the documents and items designated in the Notice. The Bid Form and such other documents and items submitted therewith must otherwise comply with the requirements of the Notice and of this document (this “**Information for Bidders**”). The Bid Form and all documents submitted therewith must be legibly completed, in full, at the time of submission, and must otherwise comply with the requirements of the Notice and of this Information for Bidders.
- **Clarifications/RFI’s.** All requests for clarification must be made via email to: Attn: Manisha Patel at manisha.patel@lighthousecharter.org no later than May 17, 2024 by 5:00 PM.
- **Delivery of Bids.** All bids must be submitted at the time, place and manner stated in the Notice. It is the bidder’s sole responsibility to ensure that its bid is received prior to the Bid Submission Deadline identified in the Notice. Any bid received after that Bid Submission Deadline shall be returned to the bidder unopened.
- **Mandatory Informational Job Walk and Conference.** A bidder’s non-attendance of the mandatory informational job walk and conference identified in the Notice will affect that bidder’s eligibility to submit bids for the Project. Job Walks will be referenced as such in the Notice Calling for Bids.
- **Conformity and Responsiveness of Bid to Project Documents.** The bid must conform and be responsive to all of the documents listed below, which are collectively referred to herein as the “**Project Documents**”. The bidder should carefully examine the Project Documents.

The Project Documents consist of:

- The Notice Calling for Bids
- This Information for Bidders
- The Bid Form
- The Non-collusion Declaration
- The Designation of Subcontractors;
- The form of construction agreement (“**Agreement**”)
- The “**Plans**” and the “**Specifications**” (sometimes collectively referred to as the “**Plans and Specifications**”) pursuant to which the Project is to be constructed, are to meet professional standards for replacement of equipment in-kind The form of Faithful Performance Bond
- The form of Payment Bond
- Certificates of Insurance
- Workers’ Compensation Certificate
- The Drug Free Workplace Certificate
- Any other “**Addendum**” or “**Addenda**” to any of the foregoing now or hereafter issued by Lighthouse. As used herein, the term “**Addendum**” means changes to the Plans,

Specifications, or other Project Documents which alter, explain or clarify the Project Documents, but only if those changes have been authorized in writing by Lighthouse prior to the Bid Submission Deadline specified in the Notice.

- **Duration of Faithful Performance Bond.** The Faithful Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions.

10. **Signatures.** Any of the Project Documents which is to be executed by the bidder must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized by the bidder to sign those documents on the bidder's behalf. The signatures of all persons on the Bid Form and related documents shall be in longhand. All such signatures shall specify the title of the office or other position relative to the bidder held or occupied by the person signing on the bidder's behalf. In any case, Lighthouse may require proof (in the form of incumbency certificates, resolutions of governing bodies, or other evidence satisfactory to Lighthouse) that the person or persons signing said Project Documents are authorized by the bidder to do so on behalf of the bidder. Furthermore, at the time the Agreement is executed, Lighthouse may require a certification signed by the bidder (in the manner set forth above) designating an individual person who shall be the agent of the bidder authorized to sign any and all necessary documents for the bidder relative to the Project.

11. **Numbers.** Numbers contained in the Bid Form and related documents shall be expressed both in written words and in Arabic numerals. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

12. **Erasures, Corrections, Inconsistencies, and Illegible Portions of Bids.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such erasure, interlineations or correction creates no inconsistency and is authenticated by affixing the initials of the person(s) signing the bid on the bidder's behalf in the margin immediately adjacent to the erasure, interlineations or correction. All handwritten interlineations or corrections must be made in ink. If the values of the written words and the corresponding Arabic numerals in the bid conflict, the values expressed by written words shall control over those expressed by Arabic numerals. In the event of inconsistency between any other words and figures in the bid, words shall control figures. If Lighthouse determines that any bid is unintelligible, illegible or ambiguous, Lighthouse may reject such bid as not being responsive. If the line item and the total amount named by a bidder for any item are not in agreement, the line item alone shall be considered as representing the bidder's intention, and the total amount of the bid shall be corrected.

13. **Modifications to Bid or Project Documents by Bidder.** Changes in or additions to the bid or to any of the Project Documents, any alternative proposals, or any other modifications which are not specifically called for by Lighthouse in writing may result in Lighthouse's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, Lighthouse may (but is not required to) consider written modifications faxed or e-mailed to Lighthouse prior to the opening of bids, but only if (a) Lighthouse is satisfied prior to the opening of bids that the modifications were authorized by and transmitted by or at the direction of the bidder, and (b) a paper copy of the fax or e-mail transmission is delivered to the Place of Bid Receipt (as defined in the Notice) prior to the Bid Submission Deadline specified in the Notice.

14. **Examination of Project Site.** At its own expense and prior to submitting its bid, each bidder shall be allowed to visit the Project site on the designated site walk date and time determine the local conditions which may in any way affect the performance of the work to be performed under the Agreement, including without limitation the general prevailing rate of per diem wages and other relevant

cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including without limitation the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the Project site or other locations where work is to be performed under the Agreement, as the bidder may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate the bidder's observations, investigations, and determinations with all requirements of the Project. Under no circumstances shall any bidder be present on school grounds unless escorted by authorized Lighthouse personnel. To the extent that the Project Documents describe or depict existing Project site conditions, those descriptions and depictions are provided only for informational purposes; Lighthouse does not warrant said information and shall not be liable for any loss sustained by the bidders (successful or otherwise) resulting from any variance between the site conditions as so depicted and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work.

15. **Examination and Interpretation of Project Documents.** Each bidder must thoroughly familiarize itself with the Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents or finds discrepancies in or omissions from the Project Documents, the bidder may submit to Lighthouse a written request for an interpretation or correction thereof. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made only by Addendum duly issued by Lighthouse, and a copy of such Addendum will be hand-delivered, mailed, faxed and/or e-mailed to each bidder known to have received a copy of the Plans and Specifications or to have reviewed any of the other Project Documents. Lighthouse will not be responsible for any other explanation or interpretation of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on Lighthouse. If discrepancies exist in or among any of the Project Documents, Lighthouse's interpretation of the Project Documents with respect to those discrepancies shall prevail.

16. **Withdrawal of Bids.** Any bid may be withdrawn, either personally or by written request, at any time prior to the "Date and Time of Bid Opening" identified in the Notice. The bid security for bids withdrawn prior to that date and time shall be returned. No bidder may withdraw any bid for a period of ninety (90) days after the Date and Time of Bid Opening.

17. **Submission of Bid Constitutes Bidder's Representation Upon Which Lighthouse Can Rely.** Submission of a bid shall constitute the bidder's representation to Lighthouse that the bidder:

- 17.1 Has visited the Project site and conducted such diligent investigations as specified in Section 14 above;
- 17.2 Has examined the Project Documents and satisfied itself as to the meanings thereof pursuant to the provisions of Section 15 above;
- 17.3 Has determined that the Plans and Specifications and other Project Documents are sufficient for bidding and completing the work required by the Agreement;
- 17.4 Is capable of reading and understanding the Project Documents and is capable of completing the work required of it in accordance with the Plans and Specifications and other Project Documents;
- 17.5 Accepts the Plans and Specifications and other Project Documents as establishing an acceptable standard for plans, specifications, and drawings;
- 17.6 Agrees that the work required under the Project Documents can and will be completed by the bidder to Lighthouse's satisfaction in accordance with the Construction Schedule;
- 17.8 Has otherwise complied with all the requirements of the provisions of the Notice and this Information for Bidders.

- 17.9 Lighthouse shall be entitled to rely on all of the foregoing representations, and the bidder's submission of a bid shall be incontrovertible evidence of the truth of those representations.
18. **Qualifications of Insurers.** Insurers who are to provide policies of insurance required under the Project Documents must have an "**A**" policyholder's rating and a financial size rating of at least **Class VIII** in accordance with the most current Best's Key Rating Guide, Property-Casualty.
19. **Addenda.** It shall be the bidder's responsibility to ascertain whether any Addenda have been issued by Lighthouse subsequent to the Notice, and to ensure that the bid submitted responds to and takes into account all such Addenda issued by Lighthouse prior to the submission of the bid. Each Addendum received during the bidding period shall be properly acknowledged in the designated space on the Bid Form with the information therein requested. If any Addendum or Addenda have been issued by Lighthouse and not noted in the designated space on the Bid Form as having been received, the bid may be declared non-responsive.
20. **[RESERVED]**
21. **Award of Contract.** Lighthouse reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by Lighthouse, will be by action of Lighthouse's Board of Education and will be made to the lowest responsive and responsible bidder. If two identical acceptable low bids are received from responsive and responsible bidders, the Lighthouse make the determination based on the best value for Lighthouse. In the event Lighthouse chooses to award the contract to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **seven (7) Calendar Days** after the award of the contract to the bidder, then Lighthouse may award the contract to the next lowest responsive and responsible bidder or, in Lighthouse's sole discretion, Lighthouse may reject all bids.
22. **Alternatives.** The Notice and related documents may call for a base bid alone, or for a base bid together with alternative additions and/or deductions. If alternate bids are called for, Lighthouse shall have the discretion to award the base bid alone or on the base bid and any combination of the alternatives.
23. **Prequalification of Bidders.** If Lighthouse is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire.
24. **Subcontractors.**
- 24.1 **Designation of Subcontractors.** The bidder shall submit, on the "Designation of Subcontractors" form furnished with the Project Documents, a list of the subcontractors that the bidder proposes to use on the Project. The bidder is required to list the name and the location of the place of business of each subcontractor who will do either of the following for an amount in excess of one-half of one percent (½%) of the bidder's total bid price: (a) perform work or labor or render service to the bidder in connection with the Project, or (b) specially fabricate and install a portion of the work on the Project according to detailed drawings contained in the Plans and Specifications.
- 24.2 **Restrictions on Substitution of Subcontractors.** No bidder whose bid is accepted shall (a) substitute any subcontractor in place of any subcontractor listed on the "Designation of Subcontractors" form, (b) permit any of the bidder's subcontracts related to the Project to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in that Designation of Subcontractors form with the original bid, or (c) assign or subcontract any portion of the work on the Project in excess of one-half of one percent (½%)

of the bidder's total bid as to which the Designation of Subcontractors form submitted with the original bid did not designate a subcontractor.

25. **Workers' Compensation.** In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with Lighthouse (as indicated in Section 17 above) three (3) original counterparts of the Workers' Compensation Certificate, which states, in part, as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

26. **Contractor's License.** If, at the "Date and Time of Bid Opening" specified in the Notice, the bidder is not properly licensed to perform the work on the Project called for under the Notice and required under the Agreement and the Notice in accordance with the Contractor's State License Law, set forth at Division 3, Chapter 9, of the Business and Professions Code (commencing with Section 7000), then that bidder's bid will be rejected as non-responsive pursuant to Business and Professions Code Section 7028.15(e). If at any time Lighthouse believes that the bidder was not so licensed at said Date and Time of Bid Opening, then Lighthouse shall make no payment to the bidder for work or materials under the Agreement unless and until the bidder causes the State Contractors License Board, pursuant to Business and Professions Code Section 7031(d), to provide a verified certificate of licensure to Lighthouse which establishes that the bidder was properly licensed at the Time and Date of Bid Opening. Any bidder not so licensed is subject to penalties under the law, and the Agreement entered into with such bidder will be considered void. If the license classification specified in the Notice is that of a "specialty contractor" as defined in Business and Professions Code Section 7058, then the specialty contractor who is awarded the contract for the Project shall construct a majority of the Project's work, in accordance with the provisions of Business and Professions Code Section 7059(b).

27. **Anti-Discrimination.** It is Lighthouse's policy that in connection with all work performed under contracts to which Lighthouse is a party, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and with Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

28. **[RESERVED]**

29. **Substitution of Equipment and Materials.** The Plans and Specifications and other portions of the Project Documents may specifically identify (by brand name, trade name or otherwise) materials, processes, services or equipment to be used on the Project, but may allow the bidder to propose alternate materials, processes, services or equipment which the bidder believes to be "equal" to those specified by Lighthouse. Any such proposal shall be subject to applicable law, the following provisions, and the provisions in Section 1630 – Product Substitution Procedures:

29.1 **Failure to Propose a Substitute "Equal" Item Constitutes Bidder's Agreement to Use the Specified Item.** If the bidder fails to indicate (in the manner specified below) a proposed substitute material, process, service or equipment, then its bid shall be deemed to offer the material, process, service or equipment specified by Lighthouse.

- 29.2 Requests for substitutions prior to award of the Contract shall be done a minimum of **Ten (10) calendar days** prior to bid opening.
- 29.3 Request for substitutions after award of the contract can only be done as stated in the Agreement.
- 29.4 All requests for substitutions shall only be allowed pursuant to the provisions in Section 00 63 25 – Product Substitution Procedures.
- 29.5 **Lighthouse’s Right to Reject Proposed Substitutions.** Lighthouse reserves the right to reject any such proposed substituted item. If Lighthouse rejects a proposed “equal” item, the bidder will then supply the material, process, service or equipment originally designated by Lighthouse, or a substitute therefore (timely requested by the bidder pursuant to this Section 29) which meets with the approval of Lighthouse, which approval may be withheld in Lighthouse’s sole discretion.
- 29.6 **Approval of Substitute Items.** Lighthouse is not responsible for locating or securing any information, which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. Lighthouse shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of Lighthouse shall be final and conclusive. If the bidder fails to timely provide such information, or if Lighthouse determines in its sole discretion that the proposed substitute is not at least equally suitable for the Project as the item originally designated by Lighthouse, then Lighthouse may reject the proposed substitution, in which case the bidder shall use the material, process, service or equipment originally specified by Lighthouse. Lighthouse shall notify the successful bidder of Lighthouse’s decision concerning the proposed substitution of “equal” items. All such decisions by Lighthouse shall be in writing, and no proposed substituted item shall be deemed approved unless Lighthouse has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder’s failure to request the substitution of an item at the times and in the manner set forth herein.
- 29.7 **Preference for Supplies Produced in California.** Price, fitness and quality being equal with regard to supplies, Lighthouse shall always prefer supplies manufactured, grown or produced in California, and shall next prefer supplies partially manufactured, grown, or produced in the United States, all pursuant to Government Code Section 4300, et seq. Lighthouse may, at its discretion, use of such supplies in connection with the Project, pursuant to Government Code Section 4334, provided that (a) the bids of said suppliers or the prices quoted by them do not exceed by more than five percent (5%) the lowest bids/prices quoted by out-of-state suppliers, (b) the major portion of the manufacture of the supplies is not done outside of California and (c) in the opinion of Lighthouse and/or its officers, the public good will be served thereby.
- 29.8 Lighthouse is not responsible and/or liable in any way for a Contractor’s damages and/or claims related, in any way, to that Contractor’s basing its bid on any requested substitution that Lighthouse has not approved.
30. **Proof of Surety’s Qualifications.** Upon Lighthouse’s request, any surety proposed by the bidder must provide Lighthouse with the documents identified in Code of Civil Procedure Section 995.660 in order to qualify for the issuance of bonds for the Project.
31. **Liquidated Damages.** All work to be performed by the successful bidder and its subcontractors in connection with the Project must be completed within the time limits set forth in the Notice. By submitting its bid, each bidder that Lighthouse may assess liquidated damages as indicated in the Agreement.
32. **Drug-Free Workplace Certification.** Pursuant to the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 *et seq.*), the successful bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The bidder will be required to take positive measures outlined in that certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act of 1990 could result in penalties including termination of the Agreement or suspension of payment there under.

33. **Non-collusion Declaration.** To be executed by Bidders.

34. **[RESERVED]**

35. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted as required by the Agreement. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under the Agreement. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under the Agreement will not be allowed.

37. **Criminal Record Checks.** Education Code Section 45125.1 provides that if there is a possibility that the employees of any entity that has a contract with a school Lighthouse may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department of Justice for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), or has been convicted of such a violent felony or serious felony, the Department shall notify both the employer and Lighthouse of the criminal information pertaining to the individual. The notification shall be delivered to the employer by telephone or electronic mail, and to Lighthouse by first-class mail.

The bidder shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent felony or serious felony as defined in the above-referenced Penal Code Sections. The bidder shall certify in writing to Lighthouse's Board of Education that none of the bidder's employees who may come in contact with pupils have been convicted of a violent or serious felony. The bidder shall provide a list of the names of its employees who may come in contact with pupils to Lighthouse's Board of Education. In addition, pursuant to Education Code Section 45125.1(g), the successful bidder shall certify in writing to Lighthouse that neither the bidder nor any of its employees who's fingerprints are required to be submitted to the Department of Justice and who may come in contact with pupils have been convicted of any such violent felony or serious felony.

38. **[RESERVED]**.

39. **Prevailing Wage Requirements.** In compliance with provisions of Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, all workers employed by the bidder subcontractors relative to the Agreement (other than companies that manufacture and deliver ready mixed concrete directly to construction sites using their own drivers, pending the final adjudication of *Allied Concrete & Supply Co., v. Edmund Gerald Brown Jr., et al.*, United States Lighthouse Court, Central Lighthouse of California, Case No. 2:16-CV-04830-RGK (FFM)**) shall be paid not less than the prevailing rate of per diem wages, including payment for travel and subsistence, holiday, and overtime work as determined by the Director of the California Department of Industrial Relations for each craft, classification, or type of worker needed to execute the work under the contract. The Contractor is fully and totally responsible at all times for compliance with payment of prevailing wages pursuant to provisions of Labor Code Sections 1720 *et seq.* and 1770 *et seq.*

39.1 **Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal.

40. **Protest.** Any bid protest by any Bidder regarding any other bid must be submitted in writing to Lighthouse, before 4:00 p.m. on the **THIRD (3RD) Calendar Day** following bid opening or next business day following the weekend or holiday.

40.1 The protest must contain a complete statement of any and all bases for the protest.

40.2 The protest must refer to the specific portions of all documents that form the bases for the protest.

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

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

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

END OF SECTION

Project Location: Lighthouse Community Public Schools
Project Title: Camera Security Software Upgrade
Bid Number: LCPS3162024

BID FORM

Bidders wishing to bid for the above-referenced project (“Project”) must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids (“Notice”) and in the corresponding document entitled “Information for Bidders” (“Information for Bidders”), each of which was issued by the Lighthouse Community Public Schools (“Lighthouse”) in connection with the Project. This Bid Form must be submitted to the “Place of Bid Receipt” and by the “Bid Submission Deadline” specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the Information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the

Information for Bidders may invalidate the bid and cause Lighthouse to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Bid Form (“**Bidder**”) is as follows:

Name: _____

Type of Entity (*check one*):

- Corporation
- General partnership
- Limited partnership
- Limited liability partnership
- Limited liability company
- Individual
- Other (specify)

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (*check one*)

California Other (*specify*): _____

Bidder’s Street Address: _____

 Attention: _____

Bidder’s Mailing Address: _____

 Attention: _____

Bidder’s Telephone Number: (____) ____ – _____

Bidder’s Fax Number: (____) ____ – _____

Bidder’s e-mail address: _____

Name under which Bidder does business (if different from Bidder’s legal name):

A. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

(a) Has there been any change in ownership of the firm at any time during the past three years? **NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

(Please circle one) **Yes** **No**

If “yes,” explain on a separate signed sheet.

(b) Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

(Please circle one)

Yes

No

If "yes," explain on a separate signed sheet, including the name of the related company and the percent ownership

(c) State your firm's gross revenues for each of the past three (3) years:

Year	Gross Revenue
	\$
	\$
	\$

B. CONTRACTOR'S LICENSES

Low Voltage Systems Contractor (C-7 License) or Electrician (C-10 License) – Senate Bill 1362.

Pursuant to the requirements of SB 1362 and CA Labor Code Section 3099.2, all employees performing low voltage work for a general contractor or subcontractor holding a C-7 license must be certified or all employees performing electrical work for a general contractor or subcontractor holding a C-10 license must be certified. If employees working on a project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the general contractor/subcontractor to corrective action up to and including being removed from the project.

Contractor shall be licensed in the State of California and shall submit the following information:

1. Name of license holder exactly as on file with the California State License Board: _____
2. License classification(s): _____
3. License #: _____
4. Expiration Date: _____
5. Number of years license holder has held the listed license(s): _____
6. Number of years contractor has done business in California under contractor's license law: _____
7. Number of years contractor has done business in California under **current** contractor's license: _____
8. Has your firm changed names or license numbers in the past five years?

(Please circle one)

Yes

No

If "yes," explain on a separate signed sheet, including the reason for the change.

C. EVALUATION CRITERIA

1. Essential Criteria

- a. Has your firm contracted for and completed at least five (5) separate projects during the past five (5) years for a California K-14 public school Lighthouse or California community college Lighthouse, each performed under the same license classification required by Lighthouse for the scope of work you will bid on for this Project?

(Please circle one) **Yes** **No**

- b. Has your firm held for the past five (5) years without revocation or suspension all contractors' license(s) necessary to perform the scope of work you will bid on for this Project?

(Please circle one) **Yes** **No**

- c. Has your firm and/or any firm identified above in Section B and/or Section C defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years?

(Please circle one) **Yes** **No**

- d. Has your firm and/or any firm identified above in Section B and/or Section C ever been disqualified, debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work for any school district or other public agency within California within the past five (5) years?

(Please circle one) **Yes** **No**

- e. Has your firm and/or any firm identified in Section B and/or Section C ever been terminated for cause by any school district or other public agency on any project within California within the past five (5) years?

(Please circle one) **Yes** **No**

- f. Has your firm and/or any firm identified in Section B and/or Section C or any of its owners or officers been convicted of a crime involving the bidding for, awarding of, or performance of a contract with a public entity; making a false claim(s) to any public entity; or fraud, theft, or other act of dishonesty to any contracting party?

(Please circle one) **Yes** **No**

- g. Has your firm and/or any firm identified in Section B or Section C ever been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years?

(Please circle one) **Yes** **No**

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of incidents.

- h. Has CAL OSHA cited and assessed penalties against your firm and/or any firm identified above in Section B and/or Section C for any "serious," "willful" or "repeat" violations of its safety or health regulations within the past five (5) years?

(Please circle one) **Yes** **No**

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed to the Occupational Safety and Health

Alternate Bid No. 1 as identified at Page ____, Section ____, Item ____ of the Plans and Specifications: _____

Dollars and _____ Cents (\$_____)

Alternate Bid No. 2 as identified at Page ____, Section ____, Item ____ of the Plans and Specifications: _____

Dollars and _____ Cents (\$_____)

Alternate Bid No. 3 as identified at Page ____, Section ____, Item ____ of the Plans and Specifications: _____

Dollars and _____ Cents (\$_____)

Alternate Bid No. 4 as identified at Page ____, Section ____, Item ____ of the Plans and Specifications: _____ Dollars

and _____ Cents (\$_____)

(Attach additional sheets if necessary to specify more alternate bids)

• **Representations of Bidder in Connection with Bid Price.** The Bidder hereby acknowledges, represents and warrants to Lighthouse that the Bidder's calculation of its Bid Price (including the Base Bid and any Alternate Bids, if applicable) has been based, among other things, on the following, all of which are true and correct:

- **Familiarity with Project Documents.** The Bidder is familiar with all of the Project Documents, and the Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's review of the Plans and Specifications and all other Project Documents.
- **Familiarity with Local Conditions.** As to the work, which is to be done by or under the control of the successful bidder pursuant to the Project Documents, the Bidder is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's visits to the Project site and the Bidder's familiarity with said conditions.
- **Performance of Work.** The Bidder hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor's obligations and duties there under, including without limitation the obligations to furnish, provide and pay for any and all of the labor, materials, tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire "**Agreement**" (as that term is defined in the Information for Bidders) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance and completion.
- **Addenda.** The Bidder acknowledges receipt of all of the following Addenda issued by Lighthouse in connection with the Project which modify and are included as a part of the Project Documents:
 - Addendum No. _ dated _____, 20__;
 - Addendum No. _ dated _____, 20__;
 - Addendum No. _ dated _____, 20__;

Addendum No. _ dated _____, 20 __; *(Attach additional sheets if necessary to describe additional Addenda issued by Lighthouse)*

- **Lighthouse’s Right to Reject Bid.** The Bidder understands that Lighthouse reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.
- **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the “Date and Time of Bid Opening” identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.
- **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to Lighthouse along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in Lighthouse rejecting this bid as non-responsive.
 - **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by Lighthouse. The Bidder represents and warrants that such list(s) is (are) complete.
 - **Non-collusion Declaration.** The properly executed non-collusion declaration is attached.
- **Execution of Documents and Commencement of Work Following Award of Contract.** If Lighthouse decides to accept this bid and award the contract for the Project to the Bidder, then within **seven (7) “Calendar Days”** (defined as days on which Lighthouse is opened for business) after Lighthouse delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to Lighthouse the following documents:
 - **Agreement**
 - **Faithful Performance Bond**
 - **Payment Bond**
 - **Certificate of Insurance and Acord Certificate of Liability Insurance**
 - **Workers’ Compensation Insurance Certificate**
 - **Drug Free Workplace Certification**
 - **All other Project Documents required by the Information to Bidders to be executed and delivered to Lighthouse at that time.**

The Bidder further agrees to commence the work required under the Agreement within one (1) day after Lighthouse delivers to the Bidder a “**Notice to Proceed**” with the Project, which notice shall be in such form and content as determined by Lighthouse unless otherwise specified in the Agreement. Lighthouse may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

- **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

- **Principals of Bidder.** The name of all of the Bidder’s shareholders, partners, members or other persons having an ownership interested in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

(Attach additional sheets if necessary)

- **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees that if the bid is accepted, the Bidder will assign to Lighthouse all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Bidder for sale to Lighthouse pursuant to the bid. Such assignment shall be made and become effective at the time Lighthouse tenders final payment under the Agreement, without further acknowledgement by the Bidder or Lighthouse.

- **Bidder’s License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor’s License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.

- **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) (“IRCA”) in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend Lighthouse against any and all actions, proceedings, penalties or claims arising out of the Bidder’s failure to comply strictly with the IRCA.

- **Financial Information.** If requested by Lighthouse, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by Lighthouse sufficiently comprehensive to permit Lighthouse to appraise the Bidder’s ability to perform the obligations required under the Agreement and the other Project Documents.

- **Warranty Regarding Completion Date.** The Bidder hereby warrants that if Lighthouse awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in the Agreement.

- **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of the Agreement. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under the Agreement. Indirect, consequential and incidental costs, project management costs, extended home office

and field office overhead, administrative costs and profit and other charges not specifically authorized under the Agreement will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Dated: _____, 20__

Name of Bidder: _____

By: _____
(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)

Name: _____
(Printed name here)

Title: _____
(i.e., President, General Partner, etc.)

PROJECT REFERENCES (ONE REFERENCE PER FORM)

Provide at least three (3) current references, which include comparable work that has been performed as specified in RFP NO., include the following information:

1. Name of Business/Site:
Name of Contact:
Business Address:
Telephone Number:
Did the project owner, general contractor, architect, or construction manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager? _____ If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s).
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

2. Name of Business/Site:
Name of Contact:
Business Address:
Telephone Number:
<p>Did the project owner, general contractor, architect, or construction manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager? _____</p> <p>If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s).</p>
<p>Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:</p>

3. Name of Business/Site:
Name of Contact:
Business Address:
Telephone Number:
<p>Did the project owner, general contractor, architect, or construction manager file claim(s) in an amount exceeding \$50,000 against you or your firm, or did you or your firm file claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager? _____</p> <p>If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of claim(s).</p>
<p>Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:</p>

Project Location: Lighthouse Community Public Schools
Project Title: Camara Security System Upgrade
Bid Number: LCPS3162024

DESIGNATION OF SUBCONTRACTORS

Each bidder submitting a bid as a general or prime contractor on the project identified above shall set forth below the name, license number, and the location of the place of business 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 to be performed in connection with the project, 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 of one percent (0.5%) of the bidder's total bid; In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If a bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent (0.5%) of the bidder's total bid, then the bidder shall be deemed to have agreed that the bidder is fully qualified to perform that portion, and that the bidder alone shall perform that portion. Violation of this provision (including without limitation the procurement of subcontractors for the project if no subcontractor is specified herein) can result in Lighthouse invoking any available remedies.

The bidder should use the form attached on the following page to designate its subcontractors for the project. To the extent that additional space is needed, the bidder should complete and attach additional copies of that form. In addition to information necessary to identify the subcontractors, each page of that form should include the bidder's name, the bid number, the project number, the project title, and the school name.

Bidder must provide the Contractor State License Board number ("CSLB No.") for all listed subcontractors.

Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.

Lighthouse will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.

Alternates. Each page of that form should also indicate whether the designation of contractors pertains to the bidder's base bid or (if the project involves alternate bids) an alternate bid; if the designation pertains to an alternate bid, the alternate bid number should also be specified.

Name of Bidder: _____

- **Bid No:** _____ **Project No.:** _____ **Project Title:** _____ **School:** _____
- **This Designation Pertains to (Check one):** ___ **Base Bid** ___ **Alternate Bid No.** _____

Portion of Work to be Performed by Subcontractor	Name of Subcontractor	License No.	Location	DIR #	

Contractor: _____

By: _____

Name: _____

Title: _____

Project Location: Lighthouse Community Public Schools

Project Title: Camera Security System Upgrade

Bid Number: LCPS3162024

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. 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. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The 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. 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. All statements contained in the bid are true. 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, 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.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this affidavit on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this affidavit is executed on _____[date], at _____[city], _____[state].

Signature

Print N

Project Location: Lighthouse Community Public Schools

Project Title: Camera Security System Upgrade

Bid Number: LCPS3162024

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 provides 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 in 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.

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 20__

Contractor: _____

By: _____

Name: _____

Title: _____

Project Location: Lighthouse Community Public Schools

Project Title: Camera Security System Upgrade

Bid Number: LCPS3162024

Drug-Free Workplace Certification

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

Lighthouse is not a “state agency” as defined in the applicable section(s) of the Government Code, but Lighthouse is a local agency and public school under California law and requires all contractors on Lighthouse projects to comply with the provisions and requirements of Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990.

Pursuant to Government Code Section 8355, the undersigned (hereinafter referred to as the “**Contractor**”) hereby certifies that the Contractor will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying actions, which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee-assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations;
- (c) Requiring that each employee engaged in the performance of the contract awarded to the Contractor in connection with the above-referenced Project (“**Agreement**”) by the Lighthouse Community Public Schools (“**Lighthouse**”) be given a copy of the statement required by subdivision (a) and that, as a condition of employment on that Agreement, the employee agrees to abide by the terms of the statement.

The Contractor understands that if Lighthouse determines that the Contractor has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Government Code Section 8355, then the Agreement is subject to suspension of payments, termination, or both. The Contractor further understands that if it violates the terms of the Drug-Free Workplace Act of 1990, the Contractor may be subject to debarment in accordance with the requirements of Government Code Sections 8350 *et seq.*

The Contractor acknowledges that it is aware of the provisions of Government Code Sections 8350 *et seq.*, and hereby certifies that the Contractor will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Dat

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Camera Security System Upgrade
Lighthouse Community Public Schools
Bid Number: [ADD BID]

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

Project Location: Lighthouse Community Public Schools

Project Title: Camera Security System Upgrade

Bid Number: LCPS3162024

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following: Disputed claims for extras in the amount of:
\$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Project Location: Lighthouse Community Public Schools

Project Title: Camera Security System Upgrade

Bid Number: LCPS3162024

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONTRACT

This Contract is made between Lighthouse Community Public Schools (the "School"), a California nonprofit corporation with its principal place of business at [ADD], and the following licensed California Contractor:

_____ ("Contractor").

It is the desire of the School to engage the services of Contractor. Such services and the relationship between the School and Contractor shall be governed according to the following terms and conditions:

ARTICLE 1. WORK TO BE PERFORMED. Contractor agrees to perform the services detailed in the "Scope of Work" in **Exhibit A** (the "Work"). As used in this Contract, the term "Contract Documents" means and includes all of the following:

- (a) The Request for Proposals.
- (b) The Scope of Work referenced in this Article 1.
- (c) The Proposal submitted by Contractor.
- (d) This Contract in its entirety.
- (e) All addenda and all modifications issued executed by the parties after execution of the Contract. A modification is (i) a written amendment to the Contract signed by both parties, or (ii) a Change Order signed by the Executive Director as provided in Article 6.

The Contract Documents are intended to supplement each other as written (including modifications) so that any Work mentioned in one such instrument but not in the other shall be performed in the same manner as if mentioned in all such instruments.

ARTICLE 2. CONSTRUCTION SCHEDULE. Immediately after execution of this Agreement, Contractor will prepare and submit for the School's approval a schedule that will show Contractor's plan for timely completion of the Work (the "Construction Schedule"). To the extent applicable, the Construction Schedule shall show in detail the start and stop dates for each and every one of the various components of the Work, shall include a sequential list of milestone dates or significant events particular to the Work, shall relate the events to the placement of materials and the procurement and delivery of equipment, and will separately identify those items that must be completed before other portions of the Work can be accomplished, e.g., logic, duration, start and finish relationships, etc. The School shall timely review Contractor's Construction Schedule upon submission and, within seven (7) calendar days after submission, School shall approve Contractor's Construction Schedule or provide specific and detailed comments upon Contractor's Construction Schedule such that, upon Contractor's incorporation of the specific and detailed comments and resubmission, the School shall approve Contractor's Construction Schedule. If required by the School to re-submit the schedule, Contractor shall do so within five (5) days of its receipt of the School's specific and detailed schedule comments. The approval of the Construction Schedule, which shall not be unreasonably withheld, shall constitute School's agreement to provide access and information as indicated on the Construction Schedule.

ARTICLE 3. PAYMENT. In consideration for the Work to be performed by Contractor, the School agrees to pay Contractor an amount not to exceed:

\$ _____ (the "Contract Sum").

(a) Upon Contractor's satisfaction of those requirements in Article 8 applicable to the Commencement of Work, Contractor shall invoice School for an amount not to exceed fifty percent (50%) of the Contract Sum. Provided that Contractor is diligently performing the Work has complied with all other applicable

requirements of this Contract, School shall pay such invoice within fifteen (15) days. Payment of the balance of the Contract Sum shall be made as provided in paragraph (b).

(b) Provided that Contractor provides written lien releases for all Work performed by Contractor and any subcontractor(s), School shall provide written notice to Contractor identifying, with specificity and detail, any grounds for withholding payment, as authorized herein. If Contractor fails to adequately explain, cure or remove the identified withholding grounds within seven (7) days of receipt of the School's written notice, the School may withhold payment to Contractor in whole or in part if, in the School's opinion, the payment cannot or should not be made because of: (i) defective work not remedied; (ii) failure to carry out the Work in accordance with the Contract Documents; (iii) a lien or attachment is filed due to Contractor's failure to pay a subcontractor or supplier, and not due to School's failure to pay Contractor; or (iv) material default or failure of performance by Contractor under the Contract Documents. Subject to Contractor's removal of the foregoing grounds for nonpayment, School shall pay the balance of the Contract Sum no later than five (5) days after filing the Notice of Completion in accordance with Article 10. If the Contractor fails to clean up as provided in Article 17, the School may do so, and the cost thereof shall be the responsibility of the Contractor and deducted from the next payment due Contractor. Any dispute between Contractor and School concerning the completion of any portion of the Work by Contractor shall be resolved in accordance with Article 16.

ARTICLE 4. PREVAILING WAGES. The Work is classified as a "public work" subject to the following requirements.

(a) Not less than the general prevailing rate of per diem wages for work of a similar character and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work shall be paid to all workers employed on the project in accordance with Labor Code Section 1771.

(b) Copies of the prevailing rate of per diem wages are on file at School's principal office and shall be made available to any interested party on request. Contractor will provide School with this information prior to commencing the Work

(c) In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

(d) The Contractor and any subcontractor will be subject to a penalty of twenty-five dollars (\$25) for each calendar day a worker employed in the performance of the Work is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without payment of the applicable overtime rate of pay. (Labor Code § 1813.)

(e) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor in accordance with Section 1775 of the Labor Code. (Labor Code § 1775(a)(2)(E).)

(f) The Contractor agrees to employ properly registered apprentices for the Work consistent with Labor Code Section 1777.5 for all apprenticeable occupations.

(g) Eight hours labor constitutes a legal day's work. (Labor Code § 1810.)

(h) Contractor shall maintain accurate certified payroll records that include the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each apprentice, worker, or other employee of the contractor in connection with the public work, and a written declaration of the employee verifying the truth of the payroll record. (Labor Code § 1776.)

(i) The contractor and each subcontractor shall furnish the payroll record of wages paid as specified in Section 1776 directly to the Compliance Monitoring Unit (“CMU”) of the Department of Industrial Relations on a monthly basis until the completion of the Work, or within 10 days of any separate request by the CMU. (8 CCR § 16461(b).)

(j) Contract payments shall not be made when payroll records are delinquent or inadequate. (8 CCR § 16421(a)(6).)

ARTICLE 5. TIME, DELAYS, MATERIALS AND EQUIPMENT. Time is of the essence with regard to the performance of this Contract. Contractor agrees to complete the Work by no later than the date identified in the Construction Schedule agreed upon by the Parties in accordance with Article 2 (which date shall be known as the “Completion Date”). Notwithstanding any dispute between the parties concerning the Work, including but not limited to disputes concerning nonpayment by School or the School’s failure to accept Work by Contractor, Contractor shall have no right to stop or cease its performance of the Work, and shall diligently prosecute the same to completion without undue delay. Contractor will furnish all materials, equipment and supplies used to provide the Work required by this Contract. Contractor shall be responsible for all expenses incurred while performing the Work under this Contract.

ARTICLE 6. SITE CONDITIONS AND CHANGES TO THE WORK.

(a) It is the Contractor’s responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine the most cost-effective installation methods. No allowance shall be made for any additional costs incurred by Contractor due to failure to properly understand site conditions. If in the performance of the Work Contractor finds latent, concealed subsurface physical conditions which materially differ from the conditions Contractor previously found and reasonably anticipated, then the Contract Sum and/or Completion Date, shall be equitably adjusted by Change Order within a reasonable time after the changed conditions are first observed.

(b) There shall be no change whatsoever in the Work without an executed Change Order as herein provided. The School shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Scope of Work unless the School's Executive Director has authorized the same and the cost thereof in writing. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Scope of Work. Should any Change Order result in an increase in the Contract Sum, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and School. If Contractor proceeds with any change in Work without first notifying the School and obtaining the School's written consent to a Change Order as provided in this Article, Contractor waives any claim of additional compensation for such additional work. Contractor agrees that School shall have the right to analyze the Work and determine whether to allow Contractor to proceed with the Change Order or whether to alter the Work so that such a change in the Work becomes unnecessary.

ARTICLE 7. SCHOOL’S RIGHT TO CARRY OUT THE WORK. In the case of bona fide emergency, or if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a five-day period after Contractor's receipt of written notice) to commence and continue correction of

such default with diligence and promptness, the School may correct such deficiencies at Contractor's expense without prejudice to other remedies the School may have, including those set forth in Article 11. If during this five (5) day period, a surety for Contractor personally delivers notice to School that it intends to perform such work, School shall allow the surety seven (7) days to perform. As used in this paragraph, a default by Contractor may include, but is not limited to, any of the following:

- (a) Failure to supply adequate workers on the entire Work or any part thereof;
- (b) Failure to supply a sufficient quantity of materials;
- (c) Failure to perform any provision of this Contract;
- (d) Failure to comply with safety requirements or promptly repair an unsafe condition;
- (e) Failure to order materials in a timely manner;
- (f) Failure to prepare deferred-approval items or shop drawings in a timely manner;
- (g) Failure to comply with Contractor's schedule, which would result in a delay to the critical path.

ARTICLE 8. CONDITIONS OF CONTRACTOR SERVICES. As a condition of Contractor being selected to provide the Work detailed in **Exhibit A**, Contractor agrees with the following:

(a) Contractor agrees to comply with applicable Federal and state laws related to discrimination. It is the policy of School that there be no discrimination against any prospective or active employee engaged in the Work because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, sex, age or marital status.

(b) Contractor agrees that it is, and at all times during the performance of the Work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees. Contractor shall indemnify, hold harmless and defend the School against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

(c) Contractor represents and warrants that it possesses the requisite licenses to perform the Work.

(d) Contractor agrees to obtain, prior to the commencement of the Work, all required permits, approvals and authorizations needed to perform the Work. Contractor agrees to maintain such permits, approvals and authorizations for the entire Term of this Contract.

(e) Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with School's pupils. Contractor shall also ensure that its employees, subcontractors and consultants on the Work also comply with the requirements of Section 45125.1.

(f) Prior to the commencement of the Work, Contractor shall furnish the School with an executed Certificate Regarding Workers Compensation in substantially the form attached as **Exhibit C** hereto. Prior to the commencement of the Work, Contractor shall furnish the School with satisfactory proof of having obtained and maintaining the insurance required by submitting certificates of policies of insurance in accordance with Article 13.

(g) Prior to the commencement of Work, Contractor shall submit a performance bond and a payment bond as required by the Contract Documents.

ARTICLE 9. TERM; WARRANTY. This Contract will become effective when signed by both parties and will terminate following the warranty period as provided in paragraph (b) below.

(a) The Contractor warrants to the School that material furnished for the Work will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the

requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to School includes, but is not limited to the following representations:

(b) In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after date of acceptance of Work by School and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a twelve (12) month period from filing of a Notice of Completion without expense whatsoever to School, ordinary wear and tear, unusual abuse or neglect excepted. School will give notice of observed defects with reasonable promptness. Contractor shall notify School upon completion of repairs.

(c) In the event of failure of Contractor to comply with above mentioned conditions within ten (10) days after being notified in writing, School is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

(d) If, in the opinion of the School, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the School, the School will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the School's requirements for correction within a reasonable time as determined by the School, the School may, notwithstanding the provisions of this Article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the School will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

(e) This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish School all appropriate guarantee or warranty certificates upon completion of the Work.

ARTICLE 10. PUNCH LIST AND COMPLETION OF THE WORK.

(a) When the Contractor considers the Work complete, the Contractor shall prepare and submit to the School a comprehensive list of minor items to be completed or corrected (hereinafter "Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's Punch List, and not before, the School will inspect to determine whether the Work, or designated portion thereof, is complete. If the inspection discloses any item, whether or not included on the Contractor's Punch List, which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before School's issuance of the Notice of Completion, complete or correct such item. The Contractor shall then submit a request for an additional inspection by the School to determine Completion.

(b) Prior to filing, a Notice of Completion shall be submitted to the School and the Contractor for their written acceptance of responsibilities assigned to them in such Notice. Within ten (10) days after the Work is completed and ready for occupancy or use as evidenced by the issuance of a Certificate of Occupancy by the City of Los Angeles or the Division of State Architect in full compliance with the California Building Code including standards for Educational ("E" Group) Occupancy, if applicable, the School sign and record a Notice of Completion.

ARTICLE 11. TERMINATING THE CONTRACT. During the term of this Contract, either party may terminate the Contract as provided in this Article.

(a) The School may, at any time, terminate this Contract for the School's convenience and without cause. Upon receipt of written notice from the School of such termination for the School's convenience, Contractor shall: (i) cease operations as directed by the School in the notice; (ii) take actions necessary, or that

the School may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the School's convenience, Contractor shall be entitled to receive payment for Work executed, and all costs and damages/impacts incurred by reason of such termination (including, without limitation, and as applicable subject to the timing of the termination, demobilization costs, payment of all necessary costs incurred to perform or to prepare for the performance of the Work, and for materials and equipment ordered for use at the Work) plus five percent (5%) mark-up upon such costs as overhead and profit, and overhead and profit of five percent (5%) as to the Work not executed.

(b) The School may terminate this Contract, in whole or in part, if Contractor: (i) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (ii) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or (iii) otherwise is in material breach of a provision of this Contract. When any of the above reasons exists, the School may, without prejudice to any other remedy the School may have, and after giving Contractor at least ten (10) calendar days written notice, and after affording Contractor a reasonable opportunity to cure or remedy the identified issues or conditions, terminate this Contract and, if applicable, take possession of the site and of all materials, equipment, tools, and construction equipment and machinery already paid for by School. Upon request of Contractor, the School shall furnish to Contractor a detailed accounting of the costs incurred by the School in finishing the Work.

(c) If the School terminates this Contract for one of the reasons stated in paragraph (b), Contractor shall not be entitled to receive further payment until the Work is finished, and the Contract Sum shall be reduced by the cost to the School of performing such obligations. If the unpaid balance of the Contract Sum exceeds all costs of finishing the Work by the School, including, without limitation, compensation for the School's consultants' services and expenses made necessary thereby, and other damages incurred by the School and not expressly waived, such excess shall be retained by the School paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the School. This obligation for payment shall survive termination of this Contract. If the School is subsequently determined to not have had cause as described in paragraph (b), then the School's termination shall be deemed to be for convenience under paragraph (a), above.

(d) Contractor may terminate this Contract if the Work is stopped, through no act or fault of Contractor, its Subcontractors or suppliers, or their agents or employees, or any other persons or entities performing portions of the Work on behalf of Contractor, for a period of ninety (90) consecutive days, or for any of the following reasons: (i) issuance of an order of a court or other public authority having jurisdiction which requires the Work to be stopped; (ii) an act of government, such as a declaration of national emergency, which requires the Work to be stopped; or (iii) because School has committed a material breach of the Contract. If one of the reasons described above exists, Contractor may, upon thirty (30) calendar days written notice to the School, terminate this Contract and recover from the School payment for Work executed, plus actual overhead and profit on completed Work and overhead and profit of fifteen percent (15%) as to the Work not executed, as well as all other losses, impacts and damages, whether direct, indirect or consequential, incurred by Contractor (and/or its Subcontractors or suppliers).

ARTICLE 12. INDEMNITY. To the extent claims, damages, losses or expenses are not covered as insurance obligations in Article 13, Contractor shall indemnify, defend, and hold harmless the School, its Board of Directors, officers and employees (collectively the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work by Contractor, regardless of whether such claim, damage, loss or expense is caused in part by an Indemnatee. Contractor's obligations do not apply to those resulting from the active negligence or willful misconduct of an Indemnatee. The indemnification obligations hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 13. INSURANCE. The Contractor shall obtain and maintain during the Term of this Contract the following public liability and property damage insurance, which shall insure the Contractor or any of the subcontractors performing the Work and also the School and Indemnitees from damage claims which may arise from the performance of the Work, whether such Work shall be performed by the Contractor or any subcontractor or by someone directly or indirectly employed by and of them and the limit of liability for each insurance shall be as follows:

(a) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- | | |
|--|----------------|
| • Per occurrence (combined single limit) | \$1,000,000.00 |
| • Project Specific Aggregate (for this project only) | \$2,000,000.00 |
| • Products and Completed Operations | \$1,000,000.00 |
| • Personal and Advertising Injury Limit | \$1,000,000.00 |

(b) Insurance Covering Special Hazards - The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- | | |
|--|----------------|
| • Automotive and truck where operated in amounts | \$1,000,000.00 |
| • Material Hoist where used in amounts | \$1,000,000.00 |
| • Explosion, Collapse and Underground (XCU) coverage | \$1,000,000.00 |

(c) The Contractor shall name, on any policy of insurance required under paragraph (a), Lighthouse Community Public Schools and its board, directors, officers, employees and agents as Certificate Holder and the School's lender, as well as the Oakland Unified School District (the "District"), as additional insureds. Subcontractors shall name the Contractor as Certificate Holder, and the School and the District as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to paragraph (a) must be designated in the policy as primary to any insurance obtained by the School. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

ARTICLE 14. EXCLUSIVE CONTRACT. This is the entire Contract between Contractor and the School. All previous Contracts between the parties, if any, whether written or oral, are merged herein and superseded hereby.

ARTICLE 15. MODIFYING THE CONTRACT. This Contract may be supplemented, amended, or modified only by the mutual Contract of both parties. No modification of this Contract shall be binding unless in writing and expressing an intent to modify the Contract and signed by both parties.

ARTICLE 16. DISPUTE RESOLUTION. If a dispute arises under this Contract, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution after thirty (30) days of mediation, the parties agree to submit the dispute to binding arbitration before a mutually agreed-upon arbitrator in Alameda County. Any mediation or arbitration which takes place pursuant to this Contract shall be confidential and shall be treated as a compromise and settlement negotiation for purposes of applicable rules of evidence. Notwithstanding any rules or procedures of arbitration to the contrary, the arbitrator shall be bound to render a decision in accordance with applicable state and federal laws and shall issue written findings of fact and conclusions of law (the "written opinion"). Judgment upon the award rendered by the arbitrator may be entered in any court

having jurisdiction to do so. In any petition to confirm, correct or vacate the arbitration award, the arbitrator's written opinion shall be subject to judicial review for limited the purpose of insuring that it conforms to applicable state and federal laws. Except for this limited right of judicial review and other statutory grounds for correcting or vacating the arbitrator's award, the parties agree that the decision of the arbitrator shall be final and binding upon them. Any arbitration award shall include the cost of arbitration and reasonable attorney's fees to the prevailing party, if the arbitrator determines that there is a prevailing party in any such dispute.

ARTICLE 17. CLEANING UP. Contractor shall always keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove it from the premises and dispose of it in a lawful manner. Contractor shall remove rubbish and debris resulting from the Work daily. Contractor shall always maintain the structures and Site in a clean and orderly condition until acceptance of the project by the School. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration. Upon completion of the Work, Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

ARTICLE 18. NOTICES. All notices and other communications in connection with this Contract shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Contract;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Contract, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Contractor:

[NAME]
[ADDRESS]
[ADDRESS]
[EMAIL]
[PHONE NUMBER]

If to the School:

[NAME]
[ADDRESS]
[ADDRESS]
[EMAIL]
[PHONE NUMBER]

ARTICLE 19. MISCELLANEOUS.

A. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

B. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the Alameda County. Contractor waives any claim or right to remove an action on this Agreement to federal court.

C. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of the term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

D. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

E. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

F. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

G. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement shall be construed as if jointly prepared by the Parties.

H. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

I. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

J. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

K. **Incorporation of Exhibits.** Any and all exhibits attached hereto are hereby incorporated herein by reference.

L. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

M. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** The School's Request for Proposals ("RFP"), is hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFP and/or the Contractor's Response, this Agreement shall control over the RFP, which shall control over Consultant's Response.

SCHOOL:

CONTRACTOR:

[NAME]

[NAME]

Title: [TITLE]

[COMPANY]

Date: _____

License Number: _____

Date: _____