

Request for Proposals (RFP)
RFP #2020-005 Firewall
ERATE CATEGORY 2



DELANO UNION SCHOOL DISTRICT
Working Together For A Better Education

Form 470 Certified Date: January 23, 2020
Bid Closing: February 25, 2020 1:00PM

Delano Union School District
Technology Department
1405 12th Ave.
Delano, California 93215
(661) 721-5000, ext. 00129

REQUEST FOR PROPOSALS

RFP #2020-003 Cabling
RFP #2020-004 Hardware
RFP #2020-005 Firewall

ERATE CATEGORY 2 PROJECTS

The Delano Union School District is soliciting individual proposals for E-rate funded Category 2 projects from qualified, licensed vendors to provide Cabling, Hardware and Firewall in the District.

Request for Proposals (RFP) must be received prior to 1:00 p.m on February 25, 2020. RFPs must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Delano Union School District, Technology Department, 1405 12th Avenue, Delano, California, 93215.

RFPs received later than the designated time and specified date will be returned unopened. Facsimile (FAX) copies or Email of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the Request for Proposals (RFP) documents with instructions, contact information and scope will be available on the Delano Union Elementary School District's website; www.duesd.org under Governance, RFP/RFQ and Bid.

Refer any questions to: Jahad Suboh, email: jsuboh@duesd.org or 661-721-5000, ext. 00129.

Published:
January 23, 2020
January 30, 2020

BIDDER INFORMATION SHEET

Attention: Jahad Suboh, Director of Technology

Fax # (661) 720-0762

Re: Notice to Bidders #2020-05 Firewall

Delano Union School District Bids are available online. If you download a Bid, you are required to fax the following information to (661) 720-0762 so that you may be added to the bidders list to receive Addenda to this Request for Proposals.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email jsuboh@duesd.org

1. INTRODUCTION

Delano Union School District (herein referred to as "Owner") is seeking Electronic Equipment; internal connections for the Delano Union School District school sites. The purpose of this Request for Proposal (RFP) is to solicit bid proposals from qualified and reputable providers. Since the District will apply for funding through the Federal Universal Service Fund (E-Rate), it will procure all eligible services under the established guidelines of this program, which is found in Exhibit A- Scope of Work. Therefore, vendors participating in this RFP should familiarize themselves with the terms and conditions of the E-Rate program. All vendors should have valid SPN numbers and be listed with the SLD.

2. FORM AND DELIVERY OF RFPs

Proposals must be received prior to **1:00PM on February 25, 2020**. Proposals must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Delano Union School District, Technology Department, 1405 12th Avenue, Delano, California, 93215.

It is the bidder's sole responsibility to ensure that its RFP is received before the RFP deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of RFPs shall be returned to the bidder unopened.

Proposals shall be submitted on the prescribed Bid Form, completed in full. The RFP must conform to and be responsive to all Contract Documents. All bid items shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, working and notations must be in ink or typewritten.

District is seeking pre-approved contracts, such as NASPO, CMAS, WSCA, CALNET, etc. when responding to this RFP if applicable. All pre-approved contracts should be multiple year contracts that cover the fiscal year (July 1, 2020- June 30, 2021). District is seeking to build upon existing equipment already in place in the District. Non-responsive proposals will not be evaluated. Bidders are advised to be careful not to make any changes or mistakes as any material alteration to the form or intent of the RFP shall be, at the sole discretion of the District, grounds for disqualification of the proposal. If there are any questions regarding the intent of a given requirement, we strongly recommend that you request clarification. All questions should be submitted to jsuboh@duesd.org. Answers will be emailed to ALL bidders.

3. BID SECURITY

Each bid shall be accompanied by a bid security in cash, a certified cashier's check, or bid bond in an amount not less than 10 percent of the total bid price payable to the owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Purchase Contract within 10 working days after award of the contract and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Purchase Contract and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the District elects to waive the use of the form provided, in its sole discretion.

4. SIGNATURE

All the various times such documents are required to be submitted, the Bid Form, all required bonds, all Information Required of Bidder or prequalification forms, Workers' Compensation Certificate, Drug-Free Workplace Certification, the Purchase Contract, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who (1) shall be the agent of the joint venture or partnership, (2) shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. MODIFICATIONS

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, may be considered if included with a sealed bid.

6. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

7. EXAMINATION OF CONTRACT DOCUMENTS

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work.

8. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract.

9. AGREEMENT AND BONDS

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. Sufficient bonds shall be fully executed and returned to Owner with the Purchase Contract.

10. INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents,

nor shall any oral interpretation be binding by the Owner. If there are discrepancies on specifications, or conflicts between specification, terms or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specification, and drawings.

SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIMELINES FOR DELIVERY OF THE ITEMS.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make of file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting process to other bidders or submitting a bid on the project.

12. AWARD OF CONTRACT

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Purchase Contract and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

13. SELECTION PROCESS AND CRITERIA

All proposals will be evaluated on the following criteria, in order of importance:

1. Overall cost of the vendor(s)' proposal.
2. The extent to which the vendor's proposed solution fulfills Delano Union Elementary School District's stated requirements as set out in this RFP.
3. An assessment of the vendor's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
4. The vendor's stability, experiences, and record of past performance in delivering such services.
5. Availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach.
6. Vendor's acceptance of Delano Union Elementary School District's contractual terms and conditions, if applicable.
7. Completion of all required responses in the correct format.

The Delano Union Elementary School District may, at their discretion and without explanation to the prospective vendor's, at any time chose to discontinue this RFP without obligation to such prospective vendors. Project will be contingent on E-Rate funding.

14. PUBLIC CONTRACT CODE SECTION 20111.5 PREQUALIFICATION OF BIDDERS

Prequalification is not required to bid on this project. Bidders must complete and submit with their proposals the Information Required of Bidders Form that is included in the bid documents by the Owner.

15. COMPETENCY OF BIDDERS

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the Owner may require that each bid be supported by a statement of the bidder's experience.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner or, in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

16. WORKERS' COMPENSATION

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Purchase Contract, the Workers' Compensation Certificate which is included as part of the Contract Documents.

17. ANTI-DISCRIMINATION

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. 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 Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

18. HOLD HARMLESS

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

19. SUBSTITUTIONS

- (a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.
- (b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least ten working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than 10 working days prior to bid closing will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.
- (c) If substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.
- (d) With respect to any materials, process, service or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service or equipment, its bid shall be considered as offering the specified material, process, service or equipment referred to by the brand name or trade name specified.
- (e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing such condition may be treated as a non-responsive bid.
- (f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as the Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposal substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

20. SURETY QUALIFICATIONS

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Other bonds required under the Purchase Contract executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating ("A minus, V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

21. LIQUIDATED DAMAGES

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required.

Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

22. FINGERPRINTING REQUIREMENTS

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form of certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by owner.

23. CALIFORNIA PRODUCTS

Price, fitness, and quality being equal with regard to supplies, the Owner may prefer supplies grown, manufactured, or produced in California. The Owner may net prefer supplies partially grown, manufactured or produced in California. Where the Owner has a preference, the bids of the suppliers or the prices quoted by them (i) must not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, (ii) the major portion of the manufacture of the supplies is not done outside of California, and (iii) the public good will be served. Refer to specifications for indications of Owner preferences. Government Code Sections 4330-4334.

24. POST-BID CREDITS

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner, less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

25. CONTENTS OF BID

The bid will include the following documents and any other documents specified by Owner: Bid Form, Substitution Listing, Bid Bond or other Bid Security, Information Required of Bidders, Non-Collusion Affidavit, and List of Subcontractors.

26. TIMELINE

RFP/Form 470 Published:	January 23, 2020
RFPs Due:	February 25, 2020 1:00 PM
Evaluation of RFPs	February 26, 2020
Award of Contract	March 9, 2020
Contract Documents Due	March 18, 2020
E-Rate FY2020-2021	July 1, 2020 – June 30, 2021

27. QUESTIONS

Any questions or clarifications concerning this Request for Proposal (RFP) should be submitted to: Jahad Suboh, 1405 12th Avenue, Delano, CA 93215 or jsuboh@duesd.org

EXHIBIT A

Scope of Work- Equipment Specifications

SCOPE OF WORK

District is looking for vendors to provide and install a turnkey Firewall that will serve as the gateway and complement the district's infrastructure. The District is looking to extend its existing firewall capabilities utilizing existing infrastructure of electronic equipment already in place at Delano Union School District. All new equipment will be documented by vendor in an excel spreadsheet with district purchase order number, product description, manufacture part number, serial number, district asset tag number (tag will be provided by District), IP address, install location, and any configuration documentation the district requires. All documentation will be provided to district upon completion and sign-off of Firewall project. Delano Union School District Firewall Project will include One (1) SonicWALL 9650 or equivalent configured to existing Firewall settings.

District has a converged network environment encompassing VoIP, Data, Video, and Wi-Fi. Installing vendor should have experience working with converged networks. Vendor will configure and deliver One (1) SonicWALL 9650 Firewall to Delano Union School District Technology Department, which will be installed in the MDF at Delano Union School District Office by District Technology staff. District will provide vendor with VLANs, PORT VLAN configuration, IP addressing scheme for this site. Vendor is asked to work with District when installing existing networking hardware located on site.

Hardware Items – Network (all Sites)	<i>Preferred SonicWALL Mid Range Firewall</i>
Firewall	NSa SonicWALL 9650 (or equivalent)
Licenses	NSa 9650 TotalSecure Advanced Edition (1-year) - 01-SSC-3475
Support (Must Include)	24x7 Support for NSa 9650 0 (1-year)
Power Supply	100-240 VAC, 50-60 Hz (120V usage)
10GB SFP+ MM Modules (x 2)	10GBASE-SR SFP+ - 01-SSC-9785
10GB SFP+ SM Modules (x 2)	10GBASE-SR SFP+ - 01-SSC-9786
1GB SFP Modules (x2 modules)	1000BASE-SX SFP SH - 01-SSC-9789
1 Meter MM Patch Cable (x4 cables)	1 Meter 10GB MM 50 Patch Cable LC/LC
1 Meter MM Patch Cable (x2 cables)	1 Meter 1GB MM 62.5 Patch Cable LC/LC

	Part#	Description	QTY	\$
SonicWALL or equivalent	01-SSC-3475	NSa 9650 with TotalSecure Advanced Edition (1-year) - 01-SSC-3475	1	
SonicWALL or equivalent	01-SSC-9785	10GBASE-SR SFP+ short reach transceiver module	2	
SonicWALL or equivalent	01-SSC-9786	10GBASE-SR SFP+ long reach transceiver	2	
SonicWALL or equivalent	01-SSC-9789	1000BASE-SX SFP short haul transceiver module	2	
CommScope or equivalent		Fiber Optic 1 Meter 10Gb Patch Cord (LC to LC)	4	
CommScope or equivalent		Fiber Optic 1 Meter 1GB MM 62.5 Patch Cable LC/LC	2	
			Sub Total	
			Tax	
			Labor	
			Shipping	
			Total	

- All non-eligible items must be cost allocated separately.
- All hardware must be new (not previously used).
- All equipment on this proposal must be covered by a minimum one (1) years under manufacturer warranty to ensure proper operation of all equipment.

SUBSTITUTION LISTING

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

TO: **Delano Union School District** ("District")

1. Pursuant to bidding and contract requirements for the work titled:
 Project Title/Bid #: 2020-005 **Firewall**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid closing in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: no substitutions.
 the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM

BIDDER:

By: _____

Print Name:

EXHIBIT B BID FORMS

BID FORM**Name of Bidder:****RFP Number: 2020-005 Firewall****To:** Delano Union School District, referred to as "OWNER."

- A.** In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. _____ on file at the office of OWNER for the sum of:

_____ dollars (written in words)

\$ _____ (written in numbers)

- B.** The bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds and other required documents within 10 working days after contract award.
- C.** Attached is bid security not less than 10 percent of the bid, in the amount of \$ _____ in the form of (cash) (bid bond) (cashier's check). Circle one
- D.** The entire bid shall remain open and active for 60days after bid opening.
- E.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or an any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Purchase Contract and will also furnish and deliver to OWNER any required bonds specified, certificates of insurance, and other required documents.

- F. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Purchase Contract, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

- G. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

Signature _____

Print Name:

Business Address:

Date:

Telephone:

PARTNERSHIP

Partnership Name:

Signed by: _____, Partner

Print Name:

Business Address:

Date:

Telephone:

Names of Other Partners

CORPORATION

Corporation Name: _____ a, _____ Corporation
(State of Incorporation)

Business Address:

Date:

Telephone:

By _____ [Required] (Seal)

(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: _____

By: _____ [Required]
(Secretar/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

JOINT VENTURE

Joint Venturer Name:

Signed by: _____ (Joint Venturer)

Print Name:

Business Address:

Date: _____ Telephone: _____

Other Parties to Joint Venture:

If an individual joint venture: _____ (Signature)
Print Name:

If a DBA joint venture: By _____ (Signature)

If a partnership joint venture: By _____ (Name)

Signed by: _____, Partner
Signature

Print Name:

If a corporation joint venture: _____ [Seal]

(Name)
a Corporation (State of Incorporation)

Signed by: _____

Print Name:

Title:

BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: 2020-005 Firewall

OWNER: Delano Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ (referred to as Owner) in the sum of _____ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for: \$ _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this day of , 20 , the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

By: _____

Title:

DATED:

SURETY

By: _____

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

INFORMATION REQUIRED OF BIDDERS

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1.) How many years has your firm been in business under its present business name?

_____.

2.) How many years of experience does your firm have providing similar services?

_____.

3.) To how many public agencies has your firm provided similar services?

_____.

4.) Please list the public agencies, including School Districts, for which your firm has provided similar services:

5.) Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: 2020-005 Firewall

OWNER: Delano Union School District

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 declaration 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 declaration 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 declaration is executed on _____ [date], at _____ [city], _____ [state].

Contractor:

By _____

Title:

Signature: _____

Print Name Above

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

**List of Subcontractors
TO BE SUBMITTED WITH BID**

PROJECT TITLE: BID #: 2020-005 Firewall

OWNER: Delano Union School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. 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 under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, 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.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:

By: _____

[Signature must match that on bid]

Print Name:

**EXHIBIT B
PURCHASE CONTRACT
And Required Forms**

(To be submitted upon award of Contract)