

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that the Coronado Unified School District of San Diego County, California, acting by and through its Board of Education, hereinafter referred to as the District will receive up to, but not later than 10:00 a.m. on Monday, October 26, 2015, sealed proposals for the award of a contract for the following:

District Request for Proposal No. 2015-10 Classroom Projector Systems and Services

Scope: The Coronado Unified School District is in need of upgraded Classroom Projection Systems. This includes the purchase of new LED projectors, installation of the projectors on existing ceiling mounting systems (modifying, enhancing and/or upgrading existing mounts, as needed), enhancing existing wall-mounted input systems to incorporate HDMI connections and providing a multi-year warranty and on-going maintenance for the installed solution as well as existing systems. The District seeks a single highly qualified and experienced Value Added Reseller to perform the services specified in the RFP.

Such proposals shall be received at the Coronado Unified School District Associate Superintendent's office located at 201 Sixth Street, Coronado, CA, at which time or thereafter said proposals will be opened. Proposals received after this time will be returned unopened.

Each proposal must conform and be responsive to this invitation, the information for Vendors, the Specifications, and other documents comprising the pertinent Contract Documents. Copies of the proposal documents may be obtained online at <http://coronadousd.net/departments/business-services/rfps/>. Each proposal shall be accompanied by a bid security in the amount of Twenty-five Thousand Dollars (\$25,000), such guaranty to be forfeited should the proposer to who the contract is awarded fail to enter into a contract with the District within the period of time provided by the request for proposal requirements.

A **Mandatory** job walk will be held on Wednesday, October 21, 2015 at 8:30 a.m. for the purpose of acquainting all vendors with the proposal documents and the work sites. It is imperative that all vendors attend this job walk. Failure to attend the job walk will disqualify the non-attending vendor. Vendors will meet at Coronado High School, 650 "D" Street, Coronado, CA 92118. Please email kmulvey@coronadousd.net to confirm attendance at least 24 hours prior to the job walk appointment.

Respondents to this request for proposal for the Classroom Projection Systems and Maintenance must possess a Manufacturer's "Authorized Installer" certification (or equivalent) for the equipment that they bid. Other Vendor requirements are outlined in the request for proposal documents.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities of informalities in the proposals. All proposed prices shall be valid for a minimum of 180 days.

No vendor may withdraw his proposal for a period of sixty (60) days after the date set for the opening of proposals.

Keith Butler

Associate Superintendent
Coronado Unified School District
San Diego County, California

Dated this 7th day of October, 2015
Publication Dates: San Diego Tribune
October 9, 2015 and October 16, 2015

CORONADO UNIFIED SCHOOL DISTRICT

Classroom Projection Systems and Services

REQUEST FOR PROPOSAL 2015-10

Date of Issue: October 9, 2015
Proposal Opening Date: October 26, 2015 at 10:00 am.
Proposal to be returned PRIOR TO time and date above.

RETURN TO:
Coronado Unified School District
Kathy Mulvey, Technology Assistant
201 Sixth Street
Coronado, CA 92018
kmulvey@coronadousd.net

VENDOR'S CERTIFICATION

The undersigned hereby proposes and agrees to furnish and deliver to Coronado Unified School District the materials, supplies, products, equipment and/or services as quoted in accordance with the terms, conditions, specifications and prices described herein.

Name of Company _____
Address _____
City _____ State _____ Zip _____
Telephone No. _____
Name _____
Title _____
By _____
(Authorized Signature)

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Coronado Unified School District System
Request for Proposal 2015-10
Classroom Projector Systems and Services

I. BACKGROUND

The high school, a number of elementary and the middle school in the Coronado Unified School District, hereinafter referred to as “District” are in serious need of an upgraded classroom projection system technology. This includes the purchase of new LED-based Projectors, installation them on existing Extron Pole Vault ceiling systems, connecting and/or upgrading, as needed, existing wall-mounted Extron control systems to HDMI and providing a multi-year warranty and on-going maintenance for the installed solution. The District seeks a single highly qualified and experienced Value Added Reseller to perform the services specified in the RFP.

This RFP describes two RFP items:

RFP Item 1: Projection Equipment and Installation

This Item describes our need for new projection systems that are installed to existing Extron (or similar) mounting systems with wall control system upgrades as specified.

RFP Item 2: Maintenance of Existing Projection Equipment

This Item provides on-going (non-warranty) maintenance on existing systems, both new and existing.

Project Oversight/Communication:

This project involves both the District Principals, teaching staff, Technology and Facilities/Maintenance Departments. To facilitate good communication for vendors and staff, regular project meetings for the project will involve representatives from each area. The VAR Project manager will establish and attend all meetings.

Length of Contract

The contract period of this RFP is three years with the option to extend for two additional one-year periods at the option of the District. The District has established year 1, 2 and 3 classroom priorities, with approximately 30 classrooms included in the first high-priority year.

Proposal Start and End Dates:

This project will begin seven days after the award of the contract and the “Notice to Proceed” has been issued by the District. The Districts hopes to begin installation during the Thanksgiving Break of November 23 – November 27, 2016. A small number of rooms (approximately 15) with failing projectors are deemed urgent and need to be replaced immediately.

Warranty Period:

The Warranty Period specifically for the projectors shall be three (3) years (with an option for five (5) years or longer) from the date of system acceptance of each year of installation. For example, if in year 1, thirty systems are installed, those thirty systems would be inspected

during and after installation and would be formally identified to receive warranty service for the next 3 years (or five plus) from that acceptance date. Warranty on projectors will be all inclusive with the exceptions of Acts of God and vandalism or work performed by non-authorized vendors or staff.

Time and Materials Maintenance for all pre-existing installed systems such as screens, pole vault and Extron, Smart Boards, etc., as well as new systems as they extend beyond their warranty period, shall be provided by a separate Maintenance Contract with the awarded VAR based on time and material quotes provided as part of RFP Item 2.

All Items of this RFP are subject to a Competitive Negotiation process in accordance with Public Contract Code 20118.2. Therefore contract award may be for all, some, or none of the equipment, installation, services or warranty services described within this RFP. District may award or not award the Maintenance Contract depending on responses.

II. GENERAL INSTRUCTIONS AND CONDITIONS

A. GENERAL INSTRUCTIONS

1. **SECURING DOCUMENTS:** Specifications and other contract document forms will be available without charge, and may be secured by prospective Vendors online at <http://coronadousd.net/departments/business-services/rfps/>.
2. Proposals to receive consideration shall be made in accordance with the following instructions:
 - a) Proposals shall be made upon the form therefore obtained online & properly executed. Proposals shall be typed or written in ink before submission. Proposals are to be verified, as they cannot be corrected after Proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures.
Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. The completed Pricing Forms shall also be submitted separately as an Excel Workbook using a vendor-labeled USB drive inserted in the proposal packet.
 - b) Before submitting a Proposal, Vendors shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge.
 - c) Proposal and addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Company Name:

RFP TITLE: Classroom Projection Systems and Services

RFP #: 2015-10

Opening Date: Monday, October 26, 2015

Receipt Time: 10:00 a.m. Local Time

Mail or deliver Proposal To:
Coronado Unified School District
Assistant Superintendent Office
201 Sixth Street
Coronado, CA 92018

Any Proposal received after the scheduled time for receipt of Proposals shall be returned to the Vendor unopened.

3. **AGREEMENT:** The Agreement, which the successful Vendor(s) will be required to execute, is included in Appendix B. The contract documents should be carefully examined by the Vendor. The component parts of the Agreement include the following: The Notice to Vendors, the General Instructions and Conditions, the Scope of Work, the Technical Specifications, the accepted Vendor Proposal Forms and Pricing Forms, the Non-Collusion Affidavit and all Addenda, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation and completion of all items called for in the Contract.

Additional General Instructions:

- A-1. The award shall be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
- A-2. **DUE DATE:** All information requested must be completed and submitted by: **October 26, 2015 10:00 a.m. (PST)**. Proposals received after this time will be returned unopened. One original and five (5) copies of the RFP shall be submitted, along with the USB drive which contains the completed Excel Workbook Pricing Forms. Proposals are due to the Assistant Superintendent of Business Services Office, Coronado Unified School District, 201 Sixth Street, Coronado, CA 92018. Proposals will not be publicly opened but the names of each respondent will be read.
- A-3. **MANDATORY JOB WALK:** A **Mandatory** job walk will be held on Wednesday, **October 21, 2015 at 8:30 a.m.** for the purpose of acquainting all vendors with the proposal documents and the work sites. It is imperative that all vendors attend this job walk. Failure to attend the job walk will disqualify the non-attending vendor. Vendors will meet at Coronado High School, 650 "D" Street, Coronado, CA 92118. Please email kmulvey@coronadousd.net to confirm attendance at least 24 hours prior to the job walk appointment.
- A-4. **PROPOSAL FORM:** All RFPs must be signed and sealed in the form intended by the respondent. This sealed proposal must be submitted at vendor's expense to the Coronado Unified School District on or before the time and date

of the proposal opening. Late proposals will not be accepted. No oral, telephonic, telegraphic, email or facsimile responses to the Request for Proposals, or modifications of any proposal will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.

- A-5. COMPLETE RESPONSE: Vendors must respond in each and every area as specified in the RFP documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed, and the proposal must be returned in its entirety. Each participating vendor shall provide all of the information requested and any additional information, alternatives needed for a clear understanding of how all services are proposed to be performed. Accuracy of the proposal is the responsibility of the vendor.
- A-6. PRICES: All prices must be FOB destination. Pricing shall not include any bundled prices such as special enhancements, tax, but all taxes and fees shall be separately listed and identified. All prices must be inclusive for a complete installation and/or service.
Prices shall remain firm for 180 days after the bid award date. If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.
- A-7. PROCESS: This process is a Request for Proposal / Evaluation / Competitive Negotiation process in accordance with Public Contract Code 20118.2. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential.

The negotiation discussions will be held as confidential as well until such time as the award is completed.
- A-8. ALTERNATE PROPOSALS: Each respondent may submit alternate configuration or solutions. If a respondent submits alternate solutions, all information required in the Proposal submission requirements shall be submitted for each solution proposed.
- A-9. USE OF SUBCONTRACTORS: The successful Vendor shall not use any subcontractors without the prior written approval of District. Any subcontractors included in Vendor's proposal must be identified, and Vendor must indicate the number of years and projects that Vendor has worked with subcontractor. Vendor must require all subcontractors to contractually agree to comply with the requirements of this Request for Proposal, including but not limited to the Master Agreement and shall furnish such written agreement to District prior to the subcontractor beginning work.

A-10. **REQUIRED FINGERPRINTS:** The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this Agreement, Vendor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Vendor shall require their employees who will provide services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1.

Vendor shall not permit any employee to perform services who may come in contact with pupils under this Agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Vendor shall certify in writing to the Board of Education of the Coronado Unified School District to the attention of the Director of Purchasing of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Those employees who have been determined by the District to have "limited contact" with pupils shall be prohibited by Vendor from contact or communicating with pupils except in the presence of a school District employee. In the event Vendor fails to prohibit its employees who have been determined to have "limited contact" with pupils to contact or communicate with pupils and injury results from failure to prohibit pupil communication, Vendor shall indemnify the District for any and all damages or loss that are a proximate result from Vendor's failure to prohibit pupil contact or communication.

A-11. **BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS:** Each Bid shall be accompanied by a certified or cashier's check payable to District, or a satisfactory Bid bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount specified on the Bid Form. The check or Bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder. If the proposal is not accepted by the District within 60 days after the time set for the Bid opening, the certified checks or Bid bonds will be returned. Any bidder not providing the required Bid security will be considered non-responsive and the Bid shall be rejected.

A Performance Bond in the amount of one hundred (100%) of the contract price shall be required and must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established.

A-12. DEMONSTRATIONS: If the District considers a need, vendors shall be required to arrange demonstrations of items or services. Failure to be able to provide such working demonstration may disqualify the vendor's RFP submittal.

A-13. BRAND NAMES AND MODEL NUMBERS:

Brand names and model numbers where specified have been shown due to existing standards set by the district. Specific makes and models are required in some circumstances in order to be compatible with existing district equipment.

Vendors may find discrepancies in the model numbers given in that the model number may be an old one and the items is now referred to by a new number. Consideration will be given in that situation.

Please note that you are quoting on the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case.

A-14. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:

The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the RFP items include Public money appropriated by the Federal Government or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

A-15. VANDALISM AND THEFT: Vendor shall take all precautions necessary to ensure that school facilities and equipment are protected from vandalism and theft during the time that work is being performed at the site(s). This will require careful monitoring of vendor's workers, locking facilities when not working in them, making sure that site gates are locked after completion of work, etc. Any such loss which occurs during time vendor is at site will be reimbursed to the District by the Vendor.

B. GENERAL CONDITIONS

B-1. CONTACT: All questions shall be submitted to: kmulvey@coronadousd.net.

All contacts regarding this Request for Proposal during the submittal preparation and evaluation period **must** be done in **writing**.

This restriction does not apply to:

- District initiated communications by evaluation committee.
- Scheduled product demonstrations and vendor interviews.

In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

B-2. CLARIFICATIONS: All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Discrepancies in, and/or omissions from this proposal or questions as to

their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to by e-mailing kmulvey@coronadousd.net no later than 9:00 am on October 22, 2015.

Any interpretation of the RFP will be made by written addenda duly issued at <http://coronadousd.net/departments/business-services/rfps/> or via e-mail, fax, U.S. mail or delivered to each person or firm who attended the mandatory job walk. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the RFP to any vendor, and no vendor should rely on any such oral interpretation.

B-3. Omitted

B-4. **TIME IS OF THE ESSENCE:** It is to be understood that time is of the their work within the allowable time set forth in this RFP. The District shall determine what items within the RFP shall be included in the original schedule.

B-5. **COMPLIANCE:** Each vendor shall familiarize himself with all Federal, State and local laws, codes, ordinances and regulations which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits, and fees to be paid or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of any vendor will not in any way excuse such vendor from the necessity of full compliance with every such law, code, ordinance or regulation.

All Federal, State and local laws, codes and ordinances and regulations which are applicable shall be complied with including, but not limited to, those specified in these documents. All materials, supplies and equipment furnished or services performed under the terms of the blanket order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act.

B-6. **AWARD:** The District reserves the right to waive any technical or formal errors or omissions, to reject any or all proposals, or to award a contract for the items herein, either in part or whole, it is deemed to be in the best interest of the District. Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the Request for Proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration supplier qualification, price, and overall capability.

B-7. **NON-COLLUSION:** By submission of a proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer and that the contents of the proposal have been communicated by the proposer nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the company or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening.

B-8. **GRATUITIES:** Companies are expressly advised that gratuities are not allowed.

Evidence of any proposer offering gratuities to any District employee (or in the case of schools, any District staff member or students) will be cause for removal from this proposal process.

- B-9. INDEMNIFICATION: The successful vendor(s) will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the vendor or his agents.
- B-10. INSURANCE: During the life of the contract, the successful Vendor providing equipment and services to District shall maintain a commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Vendor and District against liability or claims of liability, which may arise out of the Agreement.

Vendor shall name District and its officers, agents, and employees as additional insureds under said policy and to provide an endorsement to this policy evidencing such.

In addition, Vendor shall provide an endorsement to the policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Vendor shall agree to carry, if required by District, professional liability (errors and omissions) insurance with limits of One Million Dollars (\$1,000,000).

Vendor shall also provide automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

Vendor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty-day written notice of cancellation or reduction in coverage, at the time the Agreement is signed by Vendor and submitted to District.

Worker's Compensation Insurance: Vendor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Vendor participating under the Agreement, Vendor shall defend the District and hold the District harmless from such claim.

- B-11. HOLD HARMLESS: The successful vendor(s) shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or

arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

B-12. EQUAL OPPORTUNITY: In connection with the performance of any work under the RFP/proposal, the vendor shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

III. SCOPE OF WORK

The goal of this RFP is to obtain a single Projector VAR who can meet the current and future operating requirements of Coronado Unified School District.

A. SCHEDULE

The following is the schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule.

Event	Date
RFP	
RFP Released	October 9, 2015
Advertised in San Diego Union Tribune	October 9, 2015 and October 16, 2015
Mandatory Job Walk	October 21, 2015 at 8:30 am
Deadline for Vendor Questions	October 22, 2015 at 10:00 am
Proposals due	October 26, 2015 at 10:00 am
Evaluation of RFP responses completed	October 30, 2015
Contract negotiations completed	November 5, 2015
Board Approval	November 5, 2015
Contract signed	November 15, 2015
Contract Period	November 19, 2015 – June 30, 2016, with specific options to renew

B. SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

1. The proposing firm shall submit one (1) original, and five (5) hard copies, of RFP responses. In addition, a USB drive will be included with an Excel Workbook version of the completed Pricing Forms.

2. Proposals submitted in response to this Request for Proposals shall become the property of District and be considered public documents under applicable California state law.
3. Any firm failing to submit information in accordance with the procedures set forth herein will be considered non-responsive and disqualified.

The following table describes the required format and content for the vendor proposal. Proposals **must** contain all sections described below, in the order shown. **Failure to adhere to this outline will eliminate the proposal from further consideration.**

Proposal Section	Section Contents <i>Each section to be marked by a <u>tabbed divider</u></i>
1. Transmittal Letter	This letter is limited to 1 page.
2. Response Form	Signed Form (see Section VI-1)
3. Non-Collusive Form	Signed Form (see Section VI-2)
4. Completed Vendor Questions	All vendor questions addressed (See Section VI-3)
5. RFP Item 1: Proposed Equipment List with cost and full specifications	Completed equipment list (See Section VI-4)
6. RFP Item 2: Maintenance Response Form	Completed form (see Section VI-5)
7. RFP Item 1: Pricing Forms by Site	Completed Forms in both hard-copy and electronic (Excel) format (See Section VI-6)
8. RFP Item 1: Grand Total Pricing Form	Completed form (see Section VI-7)
9. Supplemental Material	Up to 20 pages of supplemental material may optionally be provided in this section. This includes required diagrams, equipment specifications, etc.

C. SELECTION PROCESS

Vendor proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory requirements to be considered.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered.

2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - Information provided by the vendor in their response
 - Information provided by the vendor in response to District clarification questions
 - Information from reference checks
4. RFP proposals will be rated on the following:
 - Cost—25%
 - Vendor qualifications and capabilities—25%
 - Financial strength and stability
 - Experience with similar projects
 - Available resources (size, relevant expertise and proximity to Coronado USD)
 - Demonstrated ability to provide RFP Warranty and Maintenance Services
 - References
 - Equipment and components proposed meet/exceed RFP requirements—20%
 - Implementation Plan—20%
 - Quality of Response—10 %
5. The District may award this RFP to a single vendor, or to multiple vendors, depending on the most advantageous plan that meets District needs. The District reserves the right to award all, part, or none of the work described in this RFP. All submittals will be evaluated and scored by a District-designated RFP evaluation team.

D. LENGTH OF CONTRACT:

The contract period for RFP Item 1 is three years with the option to extend for an additional two one year periods, compliant with California Education code as it relates to contract extensions, at the option of the District. The District has established year 1, 2 and 3 classroom priorities, with approximately 30 classrooms included in the first high-priority year. The Warranty Period specifically for the LED projectors in Item 1 shall be a three or five year term from the date of system acceptance. For RFP Item 2, Time and Materials Maintenance on existing and new systems will be a three year contract with the option to extend for two additional one-year periods.

E. INSTALLATION REQUIREMENTS:

Workmanship and Material

1. All materials shall be protected by the vendor from damage during delivery, storage, and handling and after installation until acceptance of the work by the district.
2. The District reserves the right to test any sample of any material furnished by any vendor as a result of this RFP. The vendor will pay any and all expenses incurred in the testing process. Any material found to be deficient shall be replaced by the vendor at no expense to the District.
3. All materials specified and approved shall be delivered in Manufacturer's sealed containers or packaging with labels defining the contents therein.

4. Materials and equipment when not in actual use shall be stored in closed containers, in a bonded warehouse or the vendor's place of business until installation is completed. Such storage space shall be clean, dry, well-ventilated and adequately fire protected. All preparatory work shall be performed in these areas and all containers used in preparation shall be suitably designed for safety. The vendor will maintain liability for all products and equipment until installation is 100% complete and accepted by the District.
5. Materials and equipment shall be new and in perfect condition when installed, and shall be the standard product of a recognized manufacturer in current production at the time of the signing of this contract. All materials used must be asbestos free.
6. Equipment, storage location and installation covered by this contract will be subject to inspection by the District or its representative to ensure compliance with these specifications.

The Director of Technology and other District representatives will conduct frequent inspections on the job site. These inspections will be made in a manner that will not hamper the work in progress but will ensure standards of care, safety and general practices on the campus are being maintained and that installation and/or other services are being made in a workmanlike manner. If at any time the District representative(s) determines that there are any deviations from these requirements, the job foreman will be notified, the District representatives will be called, and a consultation will be conducted to ensure that standards of good and safe general practices are being met. The District representatives may contact the materials manufacturer for an inspection during the progress and at completion of the work.

7. The vendor shall ensure that all materials are installed in strict compliance with the Manufacturer's directions and published specifications. Vendor will install products and materials as required to District and Manufacturer's satisfaction.
8. Omitted
9. All work shall be subject to approval of the District and Manufacturer's representative(s). Any work in need of correction because of improper preparation, installation or workmanship, as a result of failure to comply with the specifications shall be satisfactorily corrected by the vendor in a timely manner, prior to payment.
10. In any dispute occurring as to adequacy and acceptability of the surfaces, the determination of the District shall prevail.

Traffic areas, Clean-up and Damage to District Site

11. Vendor shall be responsible for protecting areas from traffic during all operations and until ready for use. Vendor shall remove all dirt and debris caused by his operation immediately upon the completion of the work to ensure the safety of students, staff and school visitors. Removal must occur at least daily. Any noted violations will be identified by the District. Vendor will immediately comply with District's directive to correct. On final completion of the job, the vendor shall be responsible for removing from the site all surplus materials and any debris resulting from the work according to all legal regulations and District requirements. Unused supplies furnished by the District will be returned to the District.
12. While work is in progress, all efforts must be made to keep the surrounding areas clean and safe for persons in attendance at the school. The Vendor shall not leave any hazardous material waste on District property.

Any hazardous waste (such as asbestos, paint, etc.,) must be brought to the immediate attention of the District who will address abatement requirements.

13. Vendor may not use any District's equipment such as ladders, vacuum cleaners, brooms, trashcans, computers, network equipment, etc. The vendor shall provide trash dumpsters. Vendor may not use District dumpsters.
14. Vendor shall be responsible for any personal or physical damage occurring at any school property as a result of his work. Vendor shall repair or replace any damage resulting from his work prior to receiving payment for work performed under this contract.
15. Vendor shall take all precautions necessary to ensure that District facilities and equipment are protected from vandalism and theft during the period of time work is being performed at the site(s). This will require careful monitoring of vendor's workers, locking facilities when not working in them, making sure that site gates are locked after completion of work, etc. Any such loss which occurs during time vendor is at site will be reimbursed to the District by the Vendor.
16. Any damage to any structures, skylights, conduits, pipes, equipment, irrigation, landscape, asphalt and concrete services and all other installations caused by the vendor shall be called to the attention of the Facilities Director by the vendor. The damaged area shall be restored to its original condition prior to payment by the District for services rendered by the vendor. These repairs shall be made to the District's satisfaction at the vendor's expense. The vendor shall furnish the District Representative copies of lien releases by all subcontractors employed to correct the damage.

Vendor / Employee Conduct

17. Schools maintain the highest level of decency. Profanity, music, smoking, improper dress (including offensive logos, excessively dirty clothes, etc.) will not be tolerated. Schools may define this standard and it may vary at each job site.
18. In any dispute occurring as to quality or acceptability of work or workers, the will of the District will prevail.
19. All District property is tobacco free property. Smoking or use of any tobacco products is NOT permitted at any location on any District property.
20. Workmanship shall be of the best quality and only skilled network infrastructure and/or conduit installers (if applicable) shall be used on this project. All work performed must be done in a professional, workmanlike manner, acceptable to the District. Any worker deemed by District to be less than skilled or not behaving in a professional, workmanlike manner will be removed immediately by the vendor at the District's discretion.

Certifications

21. For all aspects of this RFP, the vendor and their personnel must be regularly engaged in the installation of projection equipment for systems of similar type and scope. The vendor must have a full service office able to respond to emergency callouts during the warranty and/or maintenance period.

The vendor must provide certification documentation from their selected manufacturer, (ie: Sony, Casio, Epson, Extron, etc.) which indicates their qualifications and current certifications for installation, warranty and support of each recommended system that shows full compliance with the manufacturers' warranty requirement as a warranted vendor. The vendor must also provide complete installation of all wiring and devices or equipment. The District will provide approved electrical or other infrastructure vendors if needed for any part of this contract.

22. The vendor or subcontractor must possess any license required by the FCC or FAA, as well as, by any city, county or state agency to do work requiring such license on this contract. Each vendor or subcontractor must currently be licensed for his particular work and provide evidence that he or she has successfully performed similar work in the past.
23. It should be understood that close tolerance and conformity to specifications, codes and good workmanship must be strictly enforced.
24. The District does not consider this project to be a Public Works Contract, since existing cable-runs and mounting infrastructure are in place for projection system installation. Vendor shall notify District immediately if any element of Public Work requirements becomes necessary that would not be considered "ancillary" to the overall project.

Change Orders

25. Change orders to these specifications will be considered only with prior written approval of the District Representative. Every effort has been made to ensure the completeness of the attached specifications. The vendor must provide RFP prices for this contract with the assumption that there will be no change orders.

Laws, Codes and Regulations

26. All work pertaining to any and all materials supplied for the execution and completion of this contract shall comply with all applicable laws, codes and regulations governing the work. All work must be performed in accordance with OSHA safety standards. Any and all violations will be reported to OSHA for investigation and resolution.

New Equipment

27. District shall accept responses that detail new equipment only. Any proposed used/refurbished/reconditioned equipment, or component of such equipment, shall be cause for disqualification from the RFP process. Any used/refurbished/reconditioned equipment, or component of such equipment found after contract award will be considered a contract violation, and will cause for default of the contract, and any district funds paid toward the contract, shall be refunded within 7 days of discovery of violation. The vendor shall provide evidence of authorization to sell, install and maintain all of the system(s) components.

Installation

28. All equipment, hardware and software, shall be furnished and installed (set-up) by the vendor. The vendor shall provide evidence of the qualifications of installing and maintenance technicians to install system(s) proposed. The District requires a high-quality installation, including a) adherence to all related industry standards, b) use of existing dedicated cable paths, c) non-use of existing data paths without specific

permission and district oversight, d) full documentation of projector and mounting configurations, e) clearly labeled faceplates, f) connecting cable labels (permanent-wrapped, cable-label placed 2" from each end of cable), g) cable tailoring for neat appearance (Velcro wraps) and h) laminated end-user "quick-start" documentation for each classroom.

Training

29. The system(s) proposed must be operable and maintainable by the relatively small staff within District. Vendor shall describe in their response the training provided to meet RFP requirements, to ensure successful operation by District personnel and their consultants. Specifically required is a 30 – 60 minute annual training class offered each year by vendor that is appropriate for new teachers and/or existing teachers and/or CUSD support staff who desire a refresh.

Quality of the Response

30. The quality of the response(s) will be evaluated using the following criteria:

- a. Completeness
- b. Thoroughness
- c. Accuracy
- d. Compliance with proposal instructions
- e. Organization and conciseness of descriptive text material

Warranty

31. The District requires that all Projection equipment and installation shall be guaranteed by the vendor and/or manufacturer for a minimum of three (3) or more years following the first day of acceptance by District.

All services, installation, parts, and labor necessary to repair malfunctions discovered shall be provided at no cost to the District during the warranty period.

Any defects shall be rectified by the vendor promptly to the satisfaction of the District, and without expense to the District.

Testing

32. Before and after the installation testing shall be performed by the vendor to assure all equipment, hardware and software are functioning properly. The written testing results shall be provided at no cost to the District and will be documented. Acceptance testing by District will begin for each school when all equipment, hardware and software is installed and functional without defect and in accordance with the specifications stated within this RFP. Specific test criteria will be established at the pre-installation meeting, within the categories of: a) primary projector function b) primary pole-vault function, c) primary wall-control function and d) neat and professional installation.

Documentation

33. The vendor chosen shall provide technical documentation manuals, wiring diagrams, equipment configurations, written warranties, labeling standards, plans, operating procedures, software guides, training manuals, etc. that are required for the system(s) proposed. Update policies to manuals shall be described in the proposal.

Scheduling

34. It will be the vendor's responsibility to work with District representatives to ensure that classroom instruction or other normal school activities are not interrupted. It will be the vendor's responsibility to coordinate and communicate with District staff, all installation and local jurisdiction scheduling needs and requirements. Scheduling will be coordinated with the District representative, prior to the start of work.
35. There may be other vendors on site during the dates of this project. Coordination and cooperation with the other vendors will be required. The Director of Technology, or her designee, will do everything possible to minimize conflicts in access and scheduling. Day to day cooperation and coordination are expected to be handled between the vendors.

Disruption of District Activities

36. Work that is noisy, messy, utilizes hazardous equipment (including ladders, saws, concrete cutters, etc.); work that disrupts the school or district network services; or work that in other way interrupts the quiet needs of the school site students and staff will need to be performed after 3:00 p.m., on week-ends, or when the District is closed). School personnel will define the level of permissible interruption and each site may have different standards.
37. Access to the schools can be attained between 8:00 a.m. - 7 p.m. M-F, and 8:00 a.m. - 5:00 p.m. Saturday (as scheduled by the Maintenance Department or assigned school staff who will be responsible for disarming and arming all security devices). It is assumed that installation activities will be after school M-F from 3:00 pm – 11:00 pm in order to not impact instruction. Vendor shall not leave any area unlocked after work has been completed each day.
38. It is essential that classrooms have uninterrupted projection capability during instructional hours. Vendor must leave the classroom after each shift, neat, clean and ready for full instructional functionality for the next day. Vendor shall also notify District contact via email at the end of each shift of the rooms visited during the shift for security and/or support needs. Vendor shall also advise District contact of pre and post shift conditions of unlocked doors, missing/damaged ceiling tiles, access issues, etc.

Equipment Staging

39. Equipment will be staged at a bonded warehouse or the Vendor's place of business. No equipment will be staged on District property until the day of installation. The staging activities are described in RFP Item 1 Specifications as described in this document.

RFP Item Final Acceptance Walk-Through

40. A pre-construction/installation meeting will be scheduled with the successful vendor prior to the onset of any work. Forty-eight (48) hours prior to this meeting, the vendor must have submitted his installation or completion schedule to the Director of Technology other key District personnel for review at this meeting. This meeting will ensure that the vendor has a full understanding of the scope of work of this project,

jointly develop post-installation test criteria, finalize work schedule, etc. The installation or completion schedule will include all critical path timelines.

Pre-Construction/Installation Meeting

41. A pre-construction/installation meeting will be scheduled with the successful vendor prior to the onset of any work. Forty-eight (48) hours prior to this meeting, the vendor must have submitted his installation or completion schedule to the Director of Technology other key District personnel for review at this meeting. This meeting will ensure that the vendor has a full understanding of the scope of work of this project, jointly develop post-installation test criteria, finalize work schedule, discuss inventory tracking and disposal procedures, determine maintenance and support procedures, etc. The installation or completion schedule will include all critical path timelines.

Invoice Procedures

42. Provide detailed billing, by site, of all equipment, software/licenses, installation services, training and maintenance, and any other cost associated with RFP
43. As the RFP work at each school is completed and accepted by the District, the Vendor may invoice the District for that portion of work.
44. As Maintenance work is completed, the vendor will invoice the District on a monthly or quarterly basis for the portion of the maintenance actually completed.

Equipment Substitutions

45. Vendor and District understand that any necessary equipment substitutions (caused by end-of-life, model number changes, or emerging technology introductions) made after the contract is awarded, but before actual purchase, must be formally approved by Coronado USD. District requires vendor to discuss any potential need for equipment substitutions BEFORE any bulk purchase of products is ordered. Vendor is prohibited from ordering any "end of life" products as determined by CUSD, the manufacturer or industry purchasing trends.

IV. TECHNICAL SPECIFICATIONS

Goal and Overview:

The Coronado Unified School District is in need of upgraded Classroom Projection Systems. This includes the purchase of new LED projectors, installation of the projectors on existing ceiling mounting systems (modifying, enhancing and/or upgrading existing mounts, as needed), enhancing existing wall-mounted input systems to incorporate HDMI connections and providing a multi-year warranty and on-going maintenance for the installed solution as well as existing systems. The District seeks a single highly qualified and experienced Value Added Reseller to perform the services specified in the RFP.

The District seeks to standardize on a single platform and update classroom projection systems in most District classrooms over the next three years. Currently the District has a number of different projector models from multiple companies including NEC, Epson, Optima, Mitsubishi, and others, with the NEC's being the largest number and oldest projectors.

Coronado USD has effectively standardized on Extron mounting and control systems.

Section "V. Description of Schools" below provides information about the current status in each school and classroom included in this RFP. This section also addresses the classroom priorities designated for completion in year 1, 2 or 3 of this RFP.

The Scope of Work for each classroom may include any of the following tasks:

- Replace obsolete or faulty projectors, which may additionally require replacing the mounting plate or bracket on the existing mounting pole or replacing the mounting pole and bracket.
- Upgrade projection control systems to include HDMI input ports using existing pathways to add the HDMI cables
- Replace existing faceplates on connection boxes and controls with new faceplates that incorporate the HDMI ports.
- Adjust (minor change in a handful of classrooms only) location of projector to better meet classroom needs.
- Tag, record inventory and room identify and remove old equipment for vendor removal. Deliver obsolete inventory report to District.

Over the next several years it is anticipated that all projectors will be transitioned to the new standard. Newer projectors require much less maintenance (bulb and/or filter replacement), provide a high quality image (brightness and clarity), and are vastly more energy efficient than previous generations of projectors. This will substantially reduce maintenance overhead and long-term costs for the District. Contractors are asked to provide solutions that address the following requirements to meet the District's goal.

RFP Item 1: Projectors and Mounting Specifications

Study all RFP attachments, attend scheduled site visits as scheduled during initial project meeting and complete the following scope of work.

Identify all component parts and model #s proposed, include brochures, diagrams and/or pictures of the expected finished product(s). It is anticipated that the project will be conducted during non-school hours (weekends or during significant breaks in the school year schedule).

The new Standard Projectors will include a MINIMUM of the following with “LED” or “LED/Laser Hybrid” technology mandatory:

1. Minimum 3,000 ANSI Lumens
2. Minimum 1280 x 800 (WXGA) Resolution
3. 200 w maximum power requirement
4. LED or LED/Laser “hybrid” technology-based light engine
5. 20,000 hour minimum rated light source life cycle
6. Filter-less
7. Built-in speaker, minimum 5 watt
8. HDMI, composite, and VGA interfaces
9. USB port for PC-less presentations
10. Option preferred: Wireless projection capability
11. Three year (or longer) full-replacement Manufacturing and/or Vendor warranty

Mounting Brackets and Input/Connection Faceplates:

1. Attach universal mounting brackets to existing mounting systems. There are multiple generations of mounts. Provide adaptor plates or platforms (as required) to existing mounting systems. Mounts to look professional upon completion, wiring hidden inside poles.
2. Attach existing cables for control/input/connection ports.
3. Add HDMI connection cables and ports (through existing conduits/raceways/pathways) in all rooms that don't currently have an HDMI interface. Replace existing faceplates to include the HDMI ports.
4. Label components, wall jacks and cables
5. Record physical inventory information, including addition of CUSD asset tag, Site, Room #, Date of Install, Serial #, Description
6. Test, validate and certify all connections are working properly.
7. Take photos (approx. 2) of completed installation

Related Equipment Installation Requirements:

The district has effectively standardized on Extron control and mounting systems. Several classrooms have newer Extron components.

1. Experience with Extron mounting equipment and management systems.
2. Training and current/active certifications with Extron components and management systems.

Testing and Acceptance Requirements

1. All projectors and system connections shall be tested and certified by the contractor to be fully operational.
2. Contractor shall demonstrate projector system functionality in each room to the Director of Technology, or her designee, prior to acceptance sign-off to ensure full functionality and system quality. This will be accomplished by a scheduled job-walk as the work at each school is completed. A subsequent job-walk will be scheduled for any “punch list” items identified during the first job-walk.

3. Projector equipment shall be determined to be operational and stable by completing a 2 week acceptance period without equipment failures or non-user operational issues/errors.

Required Warranty on new projectors. A Manufacturer or VAR projector warranty shall be included in the purchase price of projectors. Provide information that addresses how you will meet the following requirements, common only for Warranty Support:

1. Term for an all-inclusive projector warranty (included in the purchase price) will be a minimum three (3) years with the District also requesting options for a five (5) year, or longer warranty term.
2. The warranty term will begin on the date of acceptance.
3. Warranty may be a combination of Manufacturing plus VAR resources
4. Warranty will include full replacement and removal of failed projector with equal product, user complaint trouble-shooting, sound, brightness, resolution issues, or other unexpected changes in performance from the post installation job walk acceptance status, etc.
5. Excluded from this support would be projectors maintained by another source, vandalized units, including actions taken by teachers, or required District actions such as moves to another location, voluntary replacement of a different model, unit enhancements, etc. This list is subject to change pending vendor and CUSD discussions during the project pre-installation meeting.

RFP Item 2: On-going Time and Materials Maintenance

Time and Materials Maintenance support for projectors, pole vaults, wall control units or other installed components provide non-warranty support, requested district work-order actions such as moves to another location, voluntary replacement of a different model, unit enhancements, configuration changes, vandalized units, etc. This list is subject to change pending vendor and CUSD discussions during the project pre-installation meeting.

During the project pre-installation meeting, procedures will be clearly formalized for communicating, performing and invoicing repairs under A) the Warranty period and under B) the Time and Materials Maintenance program.

General Maintenance and Support Conditions: Provide information and pricing that addresses the following requirements for Time and Materials Maintenance:

1. Service Request Response Time: Next-business-day minimum response time to service requests, four (4) hour response (school business hours) preferred.
2. No travel expenses to the District shall be allowed.
3. Provide skill competencies on the team that will be providing on-going support to the district. Also describe your organization's support approach and escalation protocols.
4. Provide regular (monthly) status updates to the district on maintenance tickets and issues reported; include problem descriptions, actions taken, and response timeliness.

5. Define your company's process, applicable fees and resource availability for emergency support for special events and activities outside the normal maintenance schedule. For example, the district hosts events (e.g. Google conference) during non-business days/hours when such support may be required.
6. Awarded VAR will maintain and share a database with District that provides the District's full projector database to include asset information (site, room, CUSD asset tag information, serial number, description, warranty start date and history of repairs.)
7. Spares/Replacements: Describe your plan (including expected availability and delivery timeframes) for spare/replacement projectors and/or projector components, and mounting and control system parts/components to support the district.
8. Provide a time-and-materials cost for "On-going Time and Materials Maintenance" for supporting existing projector, mounting and control systems. Provide an annual cap for increases in time-and-materials costs. Use response form VI-5 to record your responses.

RFP Item 1 and 2 Vendor Minimum Requirements:

1. The District seeks a single highly qualified and experienced Value Added Reseller to perform the services specified in the RFP.
2. All current/active licenses and certifications to perform the work required in fulfilling requirements of this RFP.
3. Vendor training and current/active certifications to install and maintain the specific equipment proposed.
4. Minimum 3 years of experience with the equipment (or similar equipment) proposed.
5. Participation in the mandatory job walk to thoroughly understand the requirements of this RFP.

V. DESCRIPTION OF SCHOOLS

School Site Projector status needs are listed at the following links:

Coronado High School:

<http://coronadousd.net/departments/technology/projector-status-update-coronado-high-school>

Coronado Middle School:

<http://coronadousd.net/departments/technology/projector-status-update-coronado-middle-school>

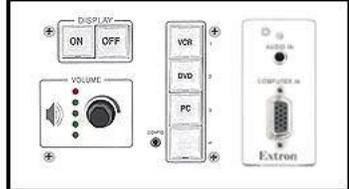
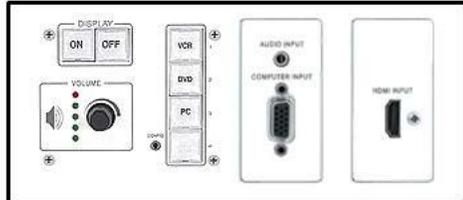
Village Elementary School:

<http://coronadousd.net/departments/technology/projector-status-update-village-elementary-school>

Silver Strand Elementary School:

<http://coronadousd.net/departments/technology/projector-status-update-silver-strand-elementary>

Legend: Extron Plates and Other Classroom Items

<p></p> <p>Extron Plate Including: • VGA and Audio</p> <p><i>Does NOT include Button Controls</i> <i>Does NOT include HDMI</i></p>		<p></p> <p>Google Summit Classroom</p>	<p></p> <p>Classroom Door</p>	<p></p> <p>Permanent Counter/Table</p>	<p></p> <p>Document Camera</p>
<p></p> <p>Extron Plate Including: • Button Controls • VGA and Audio</p> <p><i>Does NOT include HDMI</i></p>			<p></p> <p>Teacher Desk</p>	<p></p> <p>Teacher Desk</p>	
<p></p> <p>Extron Plate Including: • Button Controls • VGA and Audio • HDMI</p>			<p></p> <p>ENO/SMART Board</p>	<p></p> <p>Standard Screen</p>	
				<p></p> <p>Projector: <i>Needs Replacement</i></p>	<p></p> <p>Projector: NEW</p>
				<p></p> <p>Projector: • Older model • Working • Visible, but not as bright</p>	<p><i>Less than three years old</i></p>

VI. VENDOR RESPONSE FORMS

CORONADO UNIFIED SCHOOL DISTRICT

Classroom Projector Systems and Services

REQUEST FOR PROPOSAL 2015-10

Date of Issue: October 9, 2015
Proposal Opening Date: October 26, 2015 at 10:00 am.

Submitted by:

Vendor	_____
E-Rate Spin No.	_____
Address	_____
City	_____
State	_____
Zip	_____
Telephone No.	_____
Name	_____
Title	_____
By	_____

VI-1 PROPOSAL FORM

To: Coronado Unified School District, acting by and through its Board of Education, herein called the District:

1. Pursuant to and in compliance with your Notice to Vendors Calling for Proposals and other documents relating thereto, the undersigned Vendor, having familiarized the terms of the Agreement, the Specifications, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, on file at the Purchasing Office of said District for the prices set opposite the articles listed herein.
2. It is understood that the District reserves the right to reject this Proposal in whole or in part; to waive informalities in the RFP and that this Proposal shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this Proposal.
3. It is understood that the successful Vendor will be required to deliver.
4. It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the Proposal, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees that they will execute and deliver to the District a contract in the form attached hereto in accordance with the RFP as accepted, all within five (5) days after the receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned Vendor, upon due execution and delivery to the District of the Contract, and shall be completed by the Contractor in the time specified in the RFP documents.
5. Addenda: The undersigned has thoroughly examined any and all addenda (if any) issued during the proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Vendor to list all addenda).

ADDENDUM NO.: _____

ADDENDUM NO.: _____

ADDENDUM NO.: _____

6. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

Legal Name of Vendor

Toll-free Telephone

By _____

Authorized Officer or Agent

Fax

Address _____

E-Mail

VI-2 NON-COLLUSION AFFIDAVIT

(To be Executed By Vendor and Submitted With Response)

I, _____ declare as follows:

That I am the _____ of _____

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

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

Executed the _____ day of _____, 2010, at _____,

Signature of Vendor

VI-3 VENDOR QUESTIONS

Vendor: _____

Please provide responses to the following questions, take no more than two (2) pages to respond to any specific question, keep the aggregate responses to these questions to twenty (20) pages or less (excluding the pricing forms). Each question will be evaluated as part of the RFP review process:

1. Describe your company and your ability to provide the services required by this RFP (Item 1 and Item 2).
2. Identify the local (within within San Diego County) account team, project manager, trainer, and installation and repair crews that you have secured to complete this project. Confirm that the project manager will be on-site at DISTRICT during installation. Provide approximate distances to the DISTRICT facilities from the contractor's installation and repair crews locations.
3. Timely communication is essential. Regular (e.g. monthly) status meetings are required, plus daily progress emails to District noting work and exceptions performed and encountered when work is completed between 3pm and 11pm. Describe how you will keep the District informed of project activities, milestones, progress and plans to address any issues that arise during the project.
4. Provide three local references that have completed installation and maintenance work similar to this project so DISTRICT can verify that each reference has had satisfactory experiences with your company and/your recommended product.
5. What other school Districts have this same list of projector equipment? Provide names, email and telephone contact information; and length of time they have been using the proposed equipment. Can you arrange a visit and/or interview for DISTRICT?
6. Provide a high-level description of the products and services you are proposing. Address the following aspects:
 - a. Why, specifically are you recommending this projection equipment?
 - b. How does it compare with the current District requirements? Does your solution have additional capabilities (such as auto-shutdown) that are not mentioned in the above minimum specifications? If so, please describe.
 - c. Is there any maintenance or routine service required with the recommended projection equipment?
 - d. Describe your Projector Warranty solution to maintain projector equipment, and clearly identify source of warranty (manufacturer and/or vendor), terms, and whether warranty is bundled with the equipment.
 - e. Describe your Time and Material Maintenance solution to maintain mounting systems, wall control systems and projection systems needing non-warranty services, such as moves. Use Form VI-5 RFP Item 2: Time and Materials Maintenance form to record your responses. The District will use this response form to determine your Total hourly rate for RFP Item 2.
 - f. Provide evidence/documentation that you are authorized by the manufacturer to install and maintain this equipment.

- g. What vendor certification level (using terms such as Tier 1, 2, 3; Gold, Silver..etc.) have you been awarded by the equipment manufacturer? What does this recognition specifically mean and how does your company rank within the maximum certification provided by the manufacturer?
 - h. What is the expected availability of the projectors recommended? And what contingency plan or capability would you offer in the event of delivery delays to meet project timelines?
7. Include a proposed timeline for the project that complements the one suggested in this document. Explain any recommended implementation changes that you would make. Include planning, construction, equipment acquisition/staging, configuration, installation, testing, training, and acceptance.
 8. Identify support do you need from District to help you in completing your proposal?
 9. Describe the licenses you currently hold how they are relevant to meet the obligations required in the RFP. Provide license numbers and/or copies of current active certifications to verify that you hold the necessary credentials to complete this project, and that they are current.
 10. Provide a detailed Proposed Equipment List including Manufacturer, Description, Part Number, Unit Cost and Manufacturer's Warranty. Include the Manufacturer's equipment specifications for each recommended product and respond to related questions. Use the form in Section VI-4 below for your response.
 11. Make as many copies of form V1-6 RFP Item 1: Detailed Price Form for Each Site and provide a detailed list of all quantities, manufacturers, descriptions, part numbers, and other products and services you will provide. If multiple sites have the exact same configuration and cost, one form may be used to itemize the costs for the multiple sites, so long as they are specifically listed, and the unit costs by site are easily understood. You may add additional rows to the form as needed.
 12. Provide a total cost summary for each location that clearly identifies "TOTAL COST" for: Equipment and supplies, installation, project management, training, mileage, shipping, design and engineering services, maintenance, etc. Use the form VI-7 to record your responses. This form will be used by the District to determine your FINAL RFP Item 1 cost.
 13. Provide example/specimen standard purchase and maintenance contract(s) in the event the district chooses to use vendor contracts as a baseline for the agreement(s) resulting from this procurement.
 14. With respect to the classrooms deemed urgent (approximately 15) what would be your strategy and capability to address these rooms?

VI-5 RFP Item 2 Response: Time and Materials Maintenance Cost Form:

Vendor: _____

1. Complete the following table regarding projected/estimated non-warranty support costs and then answer the questions following:

Description.	<u>Standard Cost / Hour</u> with 4 hr call-back and on-site or remote service within 8 hours (between 7am – 5 pm, 5-days)	<u>Escalated Cost/Hour</u> with 1 hour call-back with on-site or remote service (between 7am – 5pm, 7-days) within 4 hours	<u>Monthly Estimate of Need at Standard Cost/Hour</u> * used for cost analysis comparison between vendors
1. Cost per hour for on-site “Projector-Related” duties including adds, moves, deletes, vandalism repair and configuration changes			2.0 hrs/month =
2. Cost per hour for on-site mounting and input/control system support			2.0 hrs/month =
3. Cost per hour for on-site, non-warranty “Classroom Projection System Tech” for trouble-shooting, sound, brightness, resolution issues, etc.			2.0 hrs/month=
4. Cost of “Teacher trainer” to perform annual teacher training on projector and input/control systems			3 hrs/year=
TOTAL Non-Warranty Maintenance and Support Costs			

1. Discuss how you will meet all the support requirements presented (warranty and non-warranty) in this RFP.
2. Specifically Address/Describe your minimum three (3) year Projector Warranty solution to maintain projector equipment, and clearly identify source of warranty (manufacturer and/or vendor), terms, and assure the warranty is bundled with the projector equipment purchase—be clear as to any projector components not considered covered by warranty or actions that would invalidate the warranty.
3. An Extended Warranty period (beyond the 3 year minimum) is a preferred option. Please describe any extended warranty available for the projector equipment including the period, warranty coverage, who will provide the extended warranty services and any cost per unit associated with it.
4. Include a description of each general job description above as it relates to your specific organization.
5. Address any projector maintenance requirements and suggested schedule for each school.

6. Discuss your own “Standard” and “Escalated” pricing structure and address any changes you would recommend to better address our need in the most cost-effective manner.
7. Discuss other methods of support that you offer/recommend, including Help Desk, On-Site, Remote, etc. and how they might apply to this project.
8. Discuss any clarification to our expectation that “Maintenance and Warranty begins after Formal Acceptance” and that you will be paid only for non-warranty services actually rendered.

VI-6 RFP Item 1: Detailed Price Form

(Expand rows as needed to accommodate detail.)

CUSD Classroom Projector Systems and Services <u>Year 1 (Status 1 Items) RFP Pricing Form</u> <Vendor Name>								
Service Provider Name: _____ Contract ID / Period: <u>2015-2018 with option to renew for two (2) additional one year renewals</u> Narrative / Notes: _____								
Qty	Description of Service or Product (Itemize ALL costs/Qty's & place amount in appropriate column)	Unit Cost	a) Equipment Extended 1-Time Costs	b) Licenses / Software Extended 1-Time Cost	c) Labor, Installation Extended 1-Time Cost	d) Testing Extended 1-Time Cost	e) Training Extended 1-Time Cost	f) Total Cost (a- e)
	Equipment:							
	Labor/Installation:							
	Testing:							
	Other:							
	Subtotals							
	Shipping							
	Taxes @8.75%							
	<u>Basic Training</u> for conducting: 1. One 1-hour hands-on class for 3-5 Site Technicians 2. Two 1-hour hands-on classes for 25-30 teachers.							
	GRAND TOTAL							

VI-7 RFP Item 1: Grand Total Pricing Form
 (Expand rows as needed to accommodate detail)

CUSD Classroom Projector Systems and Services <u>Grand Total Year 1 RFP Pricing Form</u> <Vendor Name>							
Instructions: Include your total costs for each school on the form below.							
Qty	School Name	a) Equipment Extended 1-Time Costs	b) Licenses / Software Extended 1-Time Cost	c) Labor, Installation Extended 1-Time Cost	d) Testing Extended 1-Time Cost	e) Shipping and Taxes @ 8.75%	f) Total Cost (a- e)
	Coronado High School						
	Coronado Middle School						
	Village Elementary						
	Palm Academy						
	Silver Strand Elementary:						
	District Training (3 hr /year)						
	Optional extended warranty (beyond 3 year minimum)						
	GRAND TOTAL						

The undersigned agrees that this Pricing Form constitutes a firm offer to the District which cannot be withdrawn for 180 days after award. I certify under penalty of perjury under the laws of the State of California and all the laws associated with this proposal that all the representations made herein are true and correct.

Vendor Authorized Signature: _____ Printed Name: _____ Date: _____

me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

APPENDIX B: AGREEMENTS

TIME AND MATERIALS MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the Coronado Unified School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Contractor.

WHEREAS, District is authorized by Section 20118.1 of the California Public Contract Code to contract with an acceptable party who is one of three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate; and

WHEREAS, District is in need of such maintenance and equipment; and

WHEREAS, Contractor is the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District.

NOW, THEREFORE, the parties agree as follows:

1. THE CONTRACT DOCUMENTS: This Agreement including RFP #2011-03 (Notice to Vendor, General Instructions and Conditions, Scope of Work, Technical Specifications, the Vendor completed proposal forms and pricing forms, the non-collusion affidavit), all RFP addenda, and Contractor's completed vendor response forms constitute the entire agreement among the parties to it. This Agreement may only be changed by the parties' written mutual agreement. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The contractor agrees to furnish the item or items of the stated RFP listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

3. PAYMENTS. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum as

determined by project using applicable bid pricing as shown on the Contractor's completed vendor response forms.

4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (as required in the RFP). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. HOLD HARMLESS: Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, or loss or theft of, property; or (3) any other loss, damage, or expense arising out of (1) or (2) above sustained by the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(b) Any injury to or death of any person, including the District or its officers, agents, and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of or in any way connected with the services covered by this Agreement, whether said injury or damage occurs on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

9. THE DISTRICT'S REPRESENTATIVE: All items shall be subject to the inspection of the district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the district.

10. REMOVAL OF REJECTED ITEMS: All items rejected by the district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the district, and shall be replaced by satisfactory items.

11. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

12. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

13. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

15. INSURANCE: Contractor agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement.

Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty-day

written notice of cancellation or reduction in coverage, at the time this Agreement is signed by Contractor and submitted to District.

16. **WORKER'S COMPENSATION INSURANCE:** Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend the District and hold the District harmless from such claim.

17. **PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

18. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees to comply with all federal, state and locals laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

19. **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.

20. **SUCCESSORS:** All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

22. **CONDITIONAL PROPOSAL:** The District reserves the right to reject any Proposal which imposes conditions, or terms, on purchases, which were not specified in the original RFP document.

23. **GOVERNING LAW:** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

24. WARRANTY OF AUTHORITY: Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

DISTRICT

CONTRACTOR

BY: _____
Signature

BY: _____
Signature

Typed Name:

Typed Name:

Title:

Title:

Tax ID Number or Social Security No.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Coronado Unified School District, hereinafter referred to as "District," and _____

Taxpayer ID Number: _____, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Classroom Projector System and Services. Contractor agrees to perform the services as defined in the District's Request for Proposal "Classroom Projector System and Services" (RFP #2015-10) ("RFP").

2. Term. Contractor shall commence providing services under this Agreement on _____ and will diligently perform as required and complete performance by _____.

3. Compensation. District Agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ (Dollars) (\$ _____).

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes full responsibility for the acts and/or

omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

6. Taxes. **California Residents:** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

Non California Residents: California Revenue and Taxation Code and related regulations require districts that make payments of California source income of more than \$1,500 in a calendar year to non-resident independent contractors performing services to withhold income taxes. (Some exceptions may apply.)

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this Agreement.

Contractor's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information that is related to the District's research, development, trade secrets, and business affairs, but does not include information that is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise District of any and all materials used, or recommended for use by contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District, and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, hold harmless, and defend District against any action or claim brought by the copyright holder.

9. Audits and Inspection of Records. At any time during normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above all data, records, investigation reports, and all other materials related to matters covered by this Agreement, and Contractor will permit the District to audit, and to make audits of, all

invoices, materials, payrolls, records of personnel, and other data related to all matters covered by this Agreement.

10. Originality of Services. Contractor agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District, and/or used in connection with this Agreement shall be wholly original to District and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

11. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within five (5) days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the five (5) days, cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

13. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents, and employees from every

claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, or loss or theft of, property; or (3) any other loss, damage, or expense arising out of (1) or (2) above sustained by the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(b) Any injury to or death of any person, including the District or its officers, agents, and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of or in any way connected with the services covered by this Agreement, whether said injury or damage occurs on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

14. Insurance. Contractor agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement.

Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor agrees to carry professional liability (errors and omissions) insurance with limits of One Million Dollars (\$1,000,000).

Contractor will also provide automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty-day written notice of cancellation or reduction in coverage, at the time this Agreement is signed by Contractor and submitted to District.

15. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend the District and hold the District harmless from such claim.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now, or may in the future become, applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. This Agreement including RFP #2011-03 Notice to Vendor, General Instructions and Conditions, Scope of Work, Technical Specifications, Proposal Forms, the Non-collusion Affidavit and all Addenda constitute the entire contract among the parties to it and may be amended only by a written amendment executed by both parties to the Agreement.

21. Affirmative Action Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Coronado Unified School District
2310 Aldergrove Ave.
Escondido, CA 92029

For Contractor:

24. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

25. 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.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of _____, 20 ____.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Typed Name: _____

Typed Name: _____

Title:

Title:

Tax ID Number or Social Security No.