



GLENDALE UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL - RFP P-71-17/18

Workstations, Software, and Services for Clark Magnet High School

Mandatory Conference: None required

Proposal Submittal Date: March 1, 2018 2:00 PM
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206

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Notice Calling for Requests for Proposals

DISTRICT: GLENDALE UNIFIED SCHOOL DISTRICT
PROJECT IDENTIFICATION: Workstations, Software, and Services for Clark Magnet High School
PROJECT NUMBER: RFP Number P-71-17/18
PROPOSALS DUE BY: March 1, 2018, 2:00 p.m.
SUBMIT PROPOSALS TO: Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, California 91206
RFP DOCUMENTS <http://www.gusd.net/Page/662>
AVAILABLE:

NOTICE IS HEREBY GIVEN that Glendale Unified School District, acting by and through its Board of Education, hereinafter the "District" will receive up to, but not later than the above stated date and time, sealed Proposals for the Contract for the Work generally described as: **RFP #P-71-17/18 – Workstations, Software, and Services for Clark Magnet High School**. Proposals received after the due date and time will be returned unopened to the non-responsive bidder.

Bid Proposal Security. Each Bid Proposal shall be accompanied by Bid Security in an amount **FIVE HUNDRED (\$500.00)**. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

No Withdrawal of Proposals. No Bidder shall withdraw its Proposal for a period of **ninety (90) days** after the award of the Contract by the District's Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Proposals.

Waiver of Irregularities. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Education to the Bidder that meets the qualifications established by the RFP documents.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than **February 28, 2018, 11:00 AM**. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to Gilda Keshishyan via email at: GKeshishyan@gusd.net.

Gilda Keshishyan
Procurement & Contract Services
GLENDALE UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
FOR: The Board of Education
Legal advertisement: February 17, 2018, and February 21, 2018

A. Overview

The Glendale Unified School District (“GUSD,” “District,” or “Owner”), acting by and through its Governing Board, is seeking competitive proposals for **workstations, Avid software, and services for Clark Magnet High School.**

The primary point of contact for this RFP is Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services. Proposals in response to this **RFP are due by 2:00 PM (Pacific Time) on March 1, 2018**, at the District’s Procurement & Contract Services Department located at 223 N. Jackston Street, Room 305, Glendale, CA 91206. Respondents are required to submit one (1) original and one (1) digital format (i.e. flash/pen/thumb drive) of the proposal to the District. The original should be bound, but contained together within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Service Provider Name, Address, Phone number, as well as the RFP number.

B. Scope of Work

The successful bidder will include in their bid price, at a minimum, the Equipment and software specified on the Proposal form.

The successful bidder/reseller must:

- **Have five or more current customers supporting 25 or more connected HP workstations to an Avid Nexis or Avid Isis.**
- **Be able to provide local support and be within 20 miles of Glendale Unified School District.**
- **Have experience supporting Black Magic Resolve Workflows on Avid Isis or Nexis products.**
- **Be an Avid Elite first tier support provider allowing Glendale Unified direct support of MediaComposer and Adobe solutions connected to the Avid Nexis shared storage systems.**

C. Reference to Negotiation

A proposal to any specific requirement of the Request for Proposal with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

D. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

E. Inspection of Documents

1. Each Vendor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Vendor.

2. The failure or neglect of any Vendor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Vendor from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Vendor must be acknowledged on the proposal before the time proposals are due.

F. Agreement Document:

The District will use the Agreement in this document to formalize any contractual relationship that results from this Request for Proposal.

1. Contract Term – Pursuant to the provision of California Education Code Section 17596, school districts may extend contracts for services up to three (3) years. Therefore, the minimum contract term is from the award date through June 30, 2020.
2. No Minimum or Maximum Quantities - The District anticipates requirements for the supplies and commodities as listed in the quantities shown in the Proposal Form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders shall be allowed to the awarding district and all participating agencies at the prices quoted.
3. Bidder must agree to ship right after the Purchase Order is issued.

G. Proposal Content and Format

In addition to returning the mandatory forms the Service Provider should also submit one (1) original and one (1) digital format (i.e. flash/pen drive) of the proposal following the guidelines listed below:

1. Narrative

The bidder will include with their proposal a written narrative, detailing the means, methods, and transport mediums, of the proposed service offering. The Proposal Narrative shall be concise. The proposal narrative shall include at a minimum:

- i. A brief description of the bidder and their history in the Avid marketplace.
- ii. A statement, if applicable, that clearly addresses any conflict or inability on the part of the bidder to meet the specified service and/or terms and conditions specified in this document.

2. Pricing Procedure

The bidder shall submit pricing on the provided “**Proposal Form**”. If the bidder wishes to propose “alternate” pricing and/or product options, they may do so only in addition to supplying a “Proposal Form” for the requested service. Failure to submit the required Proposal Form will deem the bidder non-responsive and the proposal will be rejected.

3. Request for Substitutions Prior to RFP Deadline

Any Bidder may submit Request for Substitution on the form provided herein, together with all substantiating data, and a side-by-side comparison no later than seven (7) days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. Bidder must use the District Substitution Form or will be deemed non-responsive and the proposal will be rejected.

Items must conform to given specifications or brands requested and must be provided free of cost for evaluation purposes. Failure to follow this procedure and to provide the sample will result in a non-responsive proposal.

Items not manufactured in the USA must be noted on the Substitution Form. Bidder must disclose if prices are based on close-out specials or manufacturers overruns.

The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District's evaluation of the Bid Proposals and award of the Contract.

4. References

The bidder shall complete and include the attached "Service Provider References and Responsibility Form" as a part of their proposal, preferably from a K-12 school districts, that demonstrate their ability to provide the services requested in this RFP. The bidder shall submit proposals with all necessary evidence showing experience in the type of work being required by the District, organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of the vendor's responsibility to perform may result in rejection of the proposal.

5. Mandatory Forms (Certificates and Certification Documents)

In addition to the items outlined above, this section should include the following additional required forms contained in this RFP document.

- Non-Collusion Statement
- Worker's Compensation Certification
- Drug-Free Workplace Certification
- Tobacco Free Environment Certification
- Criminal Background Investigation/Fingerprint Certification
- Agreement
- Proposal Form (and substitution form if applicable)
- Piggyback Clause Form

H. Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District's assessment of qualifications

and desirability of the Service Providers.

1. Evaluation Criteria: Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District’s discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority. All data and information in the written proposal will be subject to verification.

Selection Criteria	Weight
Price of Eligible Goods	50%
Prior Experience with Glendale Unified School District and/or References	20%
Local contacts/team	20%
Company Experience, Background, Financial Health	10%
Total	100%

2. The District reserves the right to request additional information and/or clarifications from any or all vendors that respond to this RFP.

I. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Vendors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

J. Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

K. Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time for opening of proposals.
3. No Vendor may submit more than one proposal.

4. After the scheduled time for opening of proposals, these proposals may not be withdrawn for ninety (90) days.

L. Obtaining Information

Outside sources. The District reserves the right to obtain from any and all sources information concerning a Vendor which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.

M. Proposal Costs

The District shall not be liable for any cost incurred by a Vendor in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

N. Proposal Disclosure

1. All proposals received shall remain confidential until an award resulting from this Request for Proposal is approved by the District; thereafter the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
2. The District will consider a Vendor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until an award has been made, no employee, agent or representative of any Vendor shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.

O. Patents

The Vendor shall hold the Glendale Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

P. Signatures

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

Q. Cancellation for Insufficient or Non-Appropriated Funds

The Service Provider hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, 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 proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for proposals seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the proposal, to be included under the general umbrella of compatible product lines and are thus specifically included in this proposal.

S. General Requirements

1. All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certificate included in this proposal must be completed and returned with the submittal.
2. All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within GUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

T. Hold Harmless

The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

U. False Claims Act.

Service Provider expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

V. Written Inquiries Deadline – Addenda

Questions or suggestions about this Invitation shall be in writing and delivered by email no later than **February 25, 2018, by 8:00 AM**, and delivered to: Gilda Keshishyan at GKeshishyan@gusd.net.

Proposal Form

RFP #P-71-17/18 – Workstations, Software, and Services for Clark Magnet High School

TO: Glendale Unified School District
 223 N. Jackson Street, Room 305
 Glendale, Ca 91206
 Attention: Gilda Keshishyan

Date _____

Submitted By: _____
 Bidder's Name

Bidder's Address

Telephone

Email Address

Fax

Having examined the proposal documents and the conditions affecting and governing the services of said equipment, the undersigned Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required for this RFP:

Description	Qty	Unit Price	Total Price
HP Z4 G4 Workstation	39	\$	\$
HP Z4 G4 90 750W Chassis			
3 1HP Z4 G4 Country Kit US			
4 1Windows 10 Pro 64 Workstations Plus US			
5 1Intel Xeon W-2133 3.6 2666MHz 8.25 6C CPU			
6 1NVIDIA Quadro P2000 5GB (4)DP GFX			
7 1No Adapters Needed			
8 1 32GB (4x8GB) DDR4 2666 DIMM ECC Registered Memory			
9 1HP Z4 Std CPU Cooling Solution			
10 1Operating System Load to SATA/SAS			
11 1 512GB Solid State SATA Drive			
12 1USB Premium Wired Keyboard US			
13 1HP Optical USB Mouse			
14 1HP Z4 G4 Memory Cooling Solution			
15 1Single Unit (Tower) Packaging			
16 1HP Remote Graphics Software (RGS) for Z			
17 1 3/3/3 (material/labor/onsite) Warranty US			
18 1Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA			
19 1 9.5mm DVD-Writer 1st ODD			

StarTech.com 3.5in Front Bay 22-in-1 USB 2.0 Internal Multi Media Memory Card Reader - Black - 22-in-1 - CompactFlash Type I, CompactFlash Type II, SD, miniSD, microSD, SDHC, SDXC, MultiMediaCard (MMC), Reduced Size MultiMediaCard (MMC), Memory Stick, Memory Stick Duo, ... - USB 2.0 Total Number of USB Ports Internal - 1 Pack MEDIA CARD READER	39	\$	\$
Intel® Ethernet Server Adapter I210-T1 - PC Express x1 - 1 Port(s) - 1 x Network (RJ-45) - Twisted Pair - Low-profile, Full-height - Retail 1PORT SERVER ADAPTER COPPER	39	\$	\$
Monitor - LG 24UD58-B 24" 16:9 4K FreeSync IPS	32	\$	\$
Monitor - LG 27UD58-B 27" 16:9 4K FreeSync IPS	7	\$	\$
Shipping and Other Miscellaneous Charges		\$	\$
Tax @ 9.5%		\$	\$
Total		\$	\$

Acknowledgment of Addenda. In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

No. ____, Dated _____ No. ____, Dated _____

No. ____, Dated _____ No. ____, Dated _____

No. ____, Dated _____ No. ____, Dated _____

Or check here if **no** addenda were issued.

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

(Corporate Seal)

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above, pursuant to the Instruction for Bidders Section 1.03. All signatures must be made in permanent blue ink.*

All pages of the this Proposal Acknowledgement Form must be completed and submitted with your proposal.

Substitution Request Form*

Specified Item	Requested Substituted Item	Agree to Provide Specific Item in the Event Request is Denied (circle one)		District Decision (circle one)	
		Yes	No	Grant	Deny
1)		Yes	No	Grant	Deny
2)		Yes	No	Grant	Deny
3)		Yes	No	Grant	Deny

This Substitution Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality to the specified item; (2) will entail no change to existing processes; (3) will be acceptable in consideration of the required needs; (4) will provide no cost disadvantage to the District; and (5) will provide adequacy and availability of inventory.

Name of Bidder: _____

By: _____

Date: _____

District Authorization (Name): _____

By: _____

Date: _____

NOTE: Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.

Make additional copies as necessary but all forms must be included and signed.

Service Provider References And Responsibility Information

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Service Provider has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.

3. The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of customers served within the past three (3) years with requirements similar to the needs of the Glendale Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: John Smith at above #
- (e) Services for TUVXY High School consisted of....
- (f) July 1, 2014, through June 30, 2015
- (g) \$ 50,000

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

4. Service Provider Questionnaire: The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Vendor's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of firm's license/certification holder (if any) _____

b. give name and license/certification number. _____

c. Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

d. Number of years as a Vendor in this type of work: _____

e. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associated outside of the firm submitting a proposal. _____ If the answer is "Yes," give dates, names and address of surety and details.

f. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If yes, explain:

g. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal.

_____ If yes, provide name of public agency/organization and details of the dispute:

h. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If so, give owner's name and details:

i. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20____, at _____, State of California

Vendor Name _____ Date: _____

Signed _____ Phone _____

Printed Name _____ Title _____

Street Address _____

City, State, Zip Code _____

Fax Number _____ Email: _____

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

All pages of this form must be completed and submitted with your proposal package.

Sample Agreement

RFP No. P-71-17/18 – Workstations, Software, and Services for Clark Magnet High School

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the Glendale Unified School District (hereinafter called the District) and _____ (hereinafter called the Vendor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows; and that the terms of **RFP No. P-71-17/18** are included as part of the agreement:

Contract Term: The minimum contract term is from the award date through June 30, 2019.

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Vendor 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 Vendor, Vendor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Vendor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.

Delivery: Time of delivery of goods and services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.

Payments: As per the terms of the proposal.

Warranty: Vendor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Vendor's part to indemnify, defend and hold the District and its indemnitaries as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

Assignment of Agreement: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of the District.

Contact with students: Vendor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Vendor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Vendor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Vendor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Vendor shall be subject to and shall comply with this section and it shall be the Vendor's responsibility to require compliance with this section. Vendor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Vendor nor any subcontractor of Vendor will have contact with pupils, no fingerprinting of Vendor or its agents, subcontractors or employees is required by this Agreement.

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.

Attorney fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Gilda Keshishyan
Procurement & Contract Services
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206
Email: GKeshishyan@gusd.net

Delivery location: Delivery locations may not have loading docks. The Vendor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

Orders: The Vendor shall receive Purchase Orders from the District on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing of the bid.

Warrant 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

VENDOR: _____

By: _____
Signature Title:
_____ Date: _____, 2016
Print Name

By: _____
Signature Title:
_____ Date: _____, 2016
Print Name

If the vendor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

GLENDAL UNIFIED SCHOOL DISTRICT

Date: _____, 2018

By: _____

Print Name: Stephen Dickinson
Print Title: Chief Business & Financial Officer

Non-Collusion Statement

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, _____ being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party
(Title) (Bidder Name)
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20____ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

Workers' Compensation Certification

PROJECT/CONTRACT NO.: RFP P-71-17/18 between Glendale Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

Drug-Free Workplace Certification

PROJECT/CONTRACT NO.: RFP P-71-17/18 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

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

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

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that,

should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Tobacco-Free Environment Certification

PROJECT/CONTRACT NO.: RFP P-71-17/18 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____