



Preparing every student to thrive in a global society.

October 4, 2016

Attn: All ESUHSD Pre-Qualified - Bidding Contractors

Re: East Side Union High School District
Santa Teresa High School – ST Bld 1300 Modernization
Request for Proposal – RFP-10-16-17 – AV Equipment and Install

Please provide a proposal for the following work to be performed at the East Side Union High School District. The information attached will provide an overview of scope and outline the general project requirements.

Base Scope:

Provide and install AV equipment for the Santa Teresa High School Multipurpose Room per the equipment list provided and ceiling mount details provided by Artik Art & Architecture.

Non-Mandatory Site Visit:

By appointment only at Santa Teresa High School (6150 Snell Ave. San Jose, CA 95123). Meet in front of the Administration Building 100 on the west side of the school campus. Contact Joanna Ma (jma1@gilbaneco.com or (408) 476-6180) to schedule a visit.

Request for Information:

Direct questions pertaining to this project to CapPurchasing@esuhd.org and copy Joanna Ma at jma1@gilbaneco.com. Please specify on email subject line: **RFP-10-16-17– ST Bld 1300 Modernization.**

Project Requirements:

1. The Contractor must accept the ESUHSD Terms and Conditions of Contract for Labor & Materials and Public Works Project. (Appendix B)
2. B-General Building and/or C-7 Low Voltage Systems Contractor License Required
3. Respondents must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
4. The Contractor must provide a Certificate of Liability Insurance if awarded the project. (Appendix C)
5. The Contractor must include a Payment Bond for bids over \$25,000 (Appendix D)
6. The Contractor must include a Performance Bond for bids over \$45,000 (Appendix E)
7. Document 00 43 36 Designated Subcontractors List (Appendix F) – **Required with bid**
8. Document 00 45 19 Non-Collusion Declaration (Appendix G) – **Required with bid**



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9. Schedule:

- RFI's due: October 6, 2016 @ 3pm
- Addenda (if needed) issued by: October 7, 2016 @ 3pm
- Proposals Due: October 12, 2016 @ 3pm

10. This Request for Proposal is neither direction nor authorization to proceed with the work described herein.
11. Proposals must be returned **no later than 3:00 pm on Wednesday, October 12, 2016** email to CapPurchasing@esuhsd.org and copy Joanna Ma at jma1@gilbaneco.com . Please specify on email subject line: **RFP-10-16-17 – ST Bld 1300 Modernization**. Proposals will not be publicly read aloud.
12. 5% retention will be held by the Owner until project has been accepted by an authorized representative of the District.
13. Public contract work is subject to prevailing wages per Labor Code section 1772.
14. The Contractor must provide certified payroll with all billings to ESUHSD Capital Purchasing department. Electronic submission allowed; send to nguyen.tu@esuhsd.org (Tu Nguyen, 408.347.5086). (If applicable, if not remove)

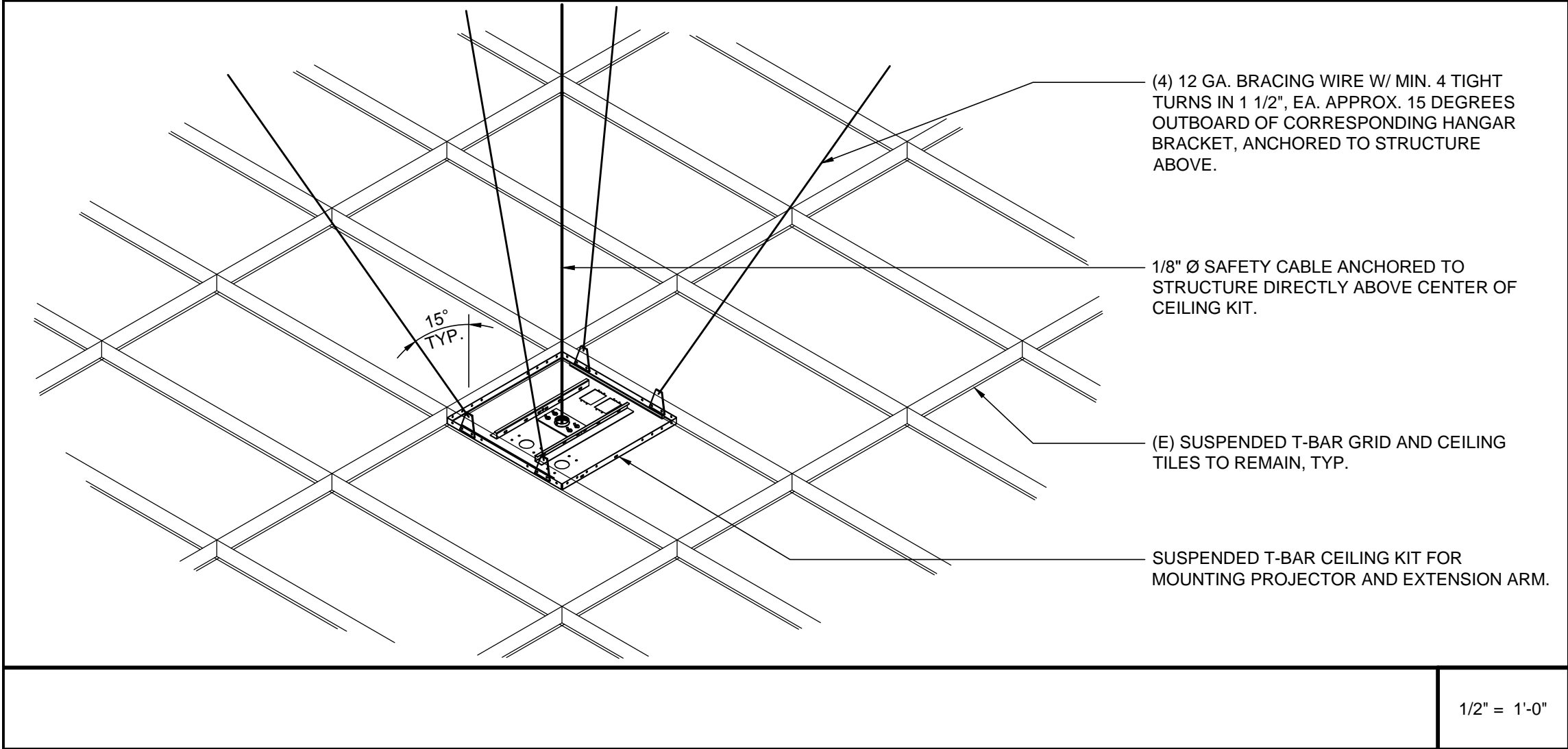
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Santa Teresa High School
ST Bld 1300 Modernization, I-070-001
AV Equipment List
RFP#: RFP-10-16-17



QTY	Item Code	Description
1	V11H734020	PowerLite Pro L1200U 7000 lumens WUXGA+4KE
1	RPAU	Chief Universal Projector Mount
1	CMA450	Chief Suspended Ceiling Kit
1	CMS0305	Chief Adjustable Column
1	PXE DCM+	PixiePlus 8-button Display Control Module
1	A773001	Lux Locking Guard Cover for Pixie
1	AE Audio Sys	Audio Enhancement Audio System



DESIGNATED SUBCONTRACTORS LISTPROJECT: **ST Bld 1300 Modernization**

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____
 CA Contractor License No. _____ **Expire date:** _____
 DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
 CA Contractor License No. _____ **Expire date:** _____
 DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
 CA Contractor License No. _____ **Expire date:** _____
 DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? ☐ Yes

DESIGNATED SUBCONTRACTORS LIST

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? ☐ Yes

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contracts Code Section 7106

[illegible]

Attachment C
Insurance Requirements
Page 1 of 3

Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury- \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:

Attachment C
Insurance Requirements
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a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

Attachment C
Insurance Requirements
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- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
- 2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
- 4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.