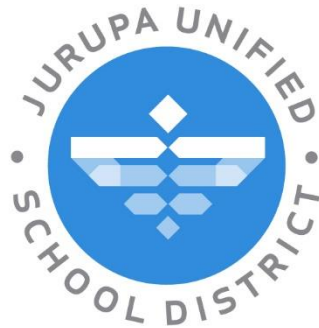


# **JURUPA UNIFIED SCHOOL DISTRICT**

## **Request for Proposals**

**20-21-02TE – HoverCam RFP**



## **Jurupa Unified School District**

**Joshua Lewis, Director, Education-Information Technology**  
**Michael Roark, Network Manager, Education-Information Technology**  
**Jeffrey Lewis, Director, Purchasing**  
**Lindsey Hopson, Senior Buyer, Purchasing**  
**4850 Pedley Road**  
**Jurupa Valley, CA 92509**  
**951.360.4102 phone**  
**[www.iurupausd.org](http://www.iurupausd.org)**

**JURUPA UNIFIED SCHOOL DISTRICT**  
**NOTICE OF REQUEST FOR PROPOSALS:**

Jurupa Unified School District (“District”) is seeking bid proposals from interested and qualified vendors to provide 330 HoverCam Solo 8+ including 5-year warranty and delivery of devices to the District as outlined in the proposal documents. The District’s Request for Proposals (RFP) provides further details regarding the specific specifications and requirements for this Project.

For more information regarding the District’s process and requirements, interested parties can obtain the RFP forms on the District’s website ([www.jurupausd.org](http://www.jurupausd.org)). Interested parties are solely responsible for obtaining the RFP documents in time to submit a proposal by the deadline indicated below. All proposals must be provided on the RFP forms.

**Proposal Deadline: 3:00 p.m., Wednesday, August 26, 2020**

All Proposals must be submitted to the contact information below by the deadline indicated above, at which time they will be opened and publicly read aloud. Proposers are solely responsible for ensuring their proposal is received by the Proposal Deadline. The District assumes no responsibility for transmission failures. Verification of receipt can be made by contacting [lindsey\\_hopson@jUSD.k12.ca.us](mailto:lindsey_hopson@jUSD.k12.ca.us). Proposals must be clearly marked on the front with the proposal name, proposal number and closing time and date on the outside of the envelope. Any proposal submitted after the Proposal Deadline will be returned unopened.

**Place of Hard Copy Proposal Receipt:**

Jurupa Unified School District, Purchasing Department, Attention: Lindsey Hopson, Senior Buyer  
4850 Pedley Road, Jurupa Valley, CA 92509

**Contact for Emailed Proposal Receipt:**

Lindsey Hopson, Senior Buyer [lindsey\\_hopson@jUSD.k12.ca.us](mailto:lindsey_hopson@jUSD.k12.ca.us)

**RFP Project Identification Name:** Bid No. 20-21-02TE- HoverCam

Award is contingent upon timely compliance with all RFP conditions and specifications. The District reserves the right to accept or reject all proposals or to waive any irregularities in the proposals. The District shall be the sole judge as to the merit, quality, and acceptability of each proposal based on its compliance with the RFP’s requirements and the needs of the District. The District will award the Project contract in accordance with Public Contract Code section 20118.2. Thus, the District will assess proposals based on evaluation standards that will allow the District to select the proposal that will be most advantageous to the District with price and all other factors considered, as set forth in the RFP.

By Order of the Board of Education  
Jeffrey Lewis, Director, Purchasing  
Published August 10 and August 17, 2020

## **REQUEST FOR PROPOSALS**

### **Hovercam Solo 8+**

The Jurupa Unified School District is requesting proposals from qualified vendors to provide 330 Hovercam Solo 8+ devices including 5-year warranty and delivery of devices to the District.

Additionally, the District is requesting unit pricing including 5-year warranty and delivery, on HoverCam document cameras for future orders (See Cost Proposal Form).

### **OVERVIEW**

The Jurupa Unified School District, hereinafter referred to as District, is seeking proposals from qualified and interested vendors that are capable of providing all devices within this Request for Proposal (RFP). It is the District's intent to enter into an agreement with the successful vendor in September 2020 for delivery of the initial order of 330 units before December 30, 2020. The District may elect to purchase additional devices for a period of up to three (3) years. The date of service as well as the term of the contract is subject to change at the District's sole discretion. However, all parties submitting proposals must be prepared to provide the required services under the terms and conditions set forth herein.

### **SOLE SOURCE OR STANDARDIZATION**

Pursuant to Public Contract Code Section 2018.2, the DISTRICT has made a finding that certain brand or trade names relating to this project (HoverCam Solo 8+) are necessary to meet the unique requirements of this Project. These products are not considered "or equal."

### **BACKGROUND**

The Jurupa Unified School District is located in Jurupa Valley, California and operates under the direction of Mr. Elliott Duchon, Superintendent. Its governing Board of Education is comprised of five members. The District provides educational services for approximately 19,500 students on a daily basis and employs over 2,000 certificated, classified and administrative staff. The District includes three high schools, three middle schools and sixteen elementary schools, as well as an online school, adult/alternative education facility, a continuation school and a Head Start/Preschool School Readiness Center. The District prides itself on the success, passion for learning, and integrity of its students and dedicated staff.

### **PROPOSAL EVALUATION PROCESS**

Vendors will be evaluated based on the criteria specified in the RFP and on the required documents.

*Proposers must read the RFP carefully and completely.*

The District reserves the right to cancel the Request for Proposals (RFP), reject any or all proposals, and enter into contracts with one or multiple firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of the firms responding to the RFP.

### **ECONOMY OF QUALIFICATIONS**

The District is not responsible for any expenses incurred by firms, including but not limited to, preparing and submitting a response to this RFP.

## RFP PROCESS TIMELINE

The RFP will progress according to the following timeline. Please note that dates are subject to change at the sole discretion of the District; however, all proposers must be prepared to meet the following timelines:

- August 10 and August 17, 2020 – The RFP will be advertised.
- August 12, 2020– Proposal packets will be available to vendors.
- August 19, 2020 – Last day for Requests for Information, due by 5:00 p.m. Pacific Time.
- August 26, 2020 – Proposals are due in the District’s Purchasing Department by 3:00 p.m. Pacific Time.
- September 14, 2020 – The District will recommend award of the contract for Board Approval (tentative).

## SUBMISSION DEADLINE

Vendors must submit their complete proposal/packet no later than **Wednesday, August 26, 2020 at 3:00p.m. Pacific Time**, at the following address:

Jurupa Unified School District  
Attention: Lindsey Hopson, Senior Buyer  
Purchasing  
4850 Pedley Road  
Jurupa Valley, CA 92509  
Lindsey\_Hopson@jUSD.k12.ca.us

Proposals may be sent via US Mail or common courier, hand-delivered or electronically submitted to email address above. The District is not responsible for late delivery, regardless of the cause. Proposals received after the deadline will not be evaluated and will be returned to the sender, unopened. Proposals will be date- and time-stamped in the Purchasing Department. It is each Proposer’s sole responsibility to ensure their proposal is received **in the Purchasing Department** prior to the deadline.

All submittals become the sole and unrestricted property of the district. The content of all submittals will be held confidential until the selection of a firm is made.

## REQUESTS FOR INFORMATION

Requests for information (RFI) regarding this RFP shall be submitted in writing via email, (Lindsey\_Hopson@jUSD.k12.ca.us). The District is not responsible for late delivery caused by any carrier or due to e-mail malfunctions. RFIs are due no later than Wednesday, August 19, 2020, at 5:00 p.m. Pacific Time. Any RFI submitted after the deadline will not receive a response. Oral and/or telephonic requests will not be accepted:

After the RFI deadline set forth above, the District will post all questions and responses on the District’s website at [www.jurupausd.org](http://www.jurupausd.org). The District may withdraw the RFP at its sole discretion if any questions uncover terminal errors or misunderstandings in the RFP. In addition to the RFI responses, the District may publish amendments or other clarifications/changes to the RFP on the District’s website. All interested parties are required to monitor the District’s website for such updates and incorporate any and all information into their proposal.

All interested parties are prohibited from contacting District staff regarding this RFP except to receive the RFP documents and through the RFI process described herein. Any written or oral statement made by District staff outside of the RFI process will not be binding on the District and shall not be relied upon for the proposal process. Interested Parties are explicitly instructed not to contact any member of the District’s Board and any such contact will result in immediate rejection of the party’s proposal.

## **PREPARATION OF PROPOSALS**

Before submitting a proposal, each Proposer must thoroughly examine specifications, the schedule, and all other related contractual documents included in the RFP, including subsequent amendments to the RFP and RFI responses. Failure to do so will be at the Proposer's risk, and will not bar the Proposer's obligation to perform if a contract is awarded pursuant to this RFP.

Each Proposer shall sign the signature block of this solicitation and any addenda. The proposal must be signed in the name of the Proposer and must bear the signature of the person authorized to sign proposals on behalf of the Proposer.

Each Proposer will complete all blanks shown in the RFP forms.

Proposals shall be delivered to the attention of Lindsey Hopson, Senior Buyer, Purchasing, Jurupa USD, 4850 Pedley Road, Jurupa Valley, CA 92509 or emailed to Lindsey\_Hopson@jUSD.k12.ca.us. It is the sole responsibility of the person submitting the proposal to see that it is delivered on time, and received by the Purchasing Department. Proposals received after the deadline will be returned to the Proposer unopened. *Proposals shall be sealed and clearly labeled with the bid number and title, the deadline for submittal and the Proposer's name and contact information.*

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the evaluation committee and the Board of Education, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the Proposer's response to the RFP, the Vendor may withdraw its proposal as set forth herein. All such correspondence should be directed to the attention of Lindsey Hopson, Senior Buyer, Purchasing, and must be made prior to the date of the proposal opening as indicated above. Proposers may withdraw their bid at any time, for any reason prior to the proposal deadline.

Once submitted, a proposer may not change or adjust their proposal in any way. All submitted proposals shall be the firm's best and final proposal. Proposers may withdraw and resubmit a proposal if done so before the opening of the proposals on August 26, 2020.

Proposers are solely responsible for ensuring their proposal is free from errors or misinformation and therefore submit their proposal at their own risk. If the contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of any error or ambiguity in the RFP or its subsequent correction. Additionally, the vendor will be required to perform the contract in accordance with all terms and conditions contained within.

## **EXPLANATION TO PROPOSERS**

If a Proposer desires an explanation of any kind regarding provisions of this RFP, the Proposer is requested to submit its written request for such explanation pursuant to the RFI process discussed above.

## **AMENDMENTS**

Proposers are advised that the District reserves the right to amend the requirements of this RFP prior to the date set for opening of Proposals. Such revisions will be done formally by providing amendments to all Proposers by posting such amendment on the District's website. If, in the judgment of the District, the change is of such nature that additional time is required for Proposers to prepare their Proposals; the District will change the date of the opening and notify all Proposers in writing of the new date through notification on the District's website.

Proposers must acknowledge receipt of any and all amendments to the RFP. This may be done by the following means:

- By acknowledging the amendment(s) on the bid form

Failure to acknowledge receipt of amendments will result in rejection of the submittal. In addition to acknowledging receipt of the amendments, proposers must incorporate the information in the amendments into their proposal.

## **SUBMITTING PROPOSALS**

Proposals shall be enclosed in sealed envelopes and addressed to the office on page 1 of this RFP. Proposals may be hand-carried, but the foregoing information will nevertheless be required for identification purposes. Proposals may be electronically submitted by email (Lindsey\_Hopson@jUSD.k12.ca.us).

## **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written notification, or by an authorized representative possessing proper identification and written proof of his authority to act on behalf of the Proposer. If withdrawn in person by a Proposer or a representative of the Proposer, the person withdrawing the proposal will be required to sign a receipt for the proposal.

Withdrawal action of any type must be done before the deadline date and time specified for receipt of Proposals.

## **EVALUATION AND AWARD**

Award will be made in whole on the schedule to the responsive, responsible Proposer whose overall proposal is most advantageous to the District, price and other factors considered.

Pursuant to Public Contract Code section 20118.2, Proposals will be evaluated by considering such factors as price, ability, efficiency, suitability, experience and qualifications as submitted by the Proposer, as more particularly described under the "EVALUATION OF PROPOSALS" section.

The District may request meeting(s) with the Proposer's representative(s) to request answers to specific questions about the statements made in the Proposal or may request that the Proposer answer specific questions in writing. However, all Proposers will be bound by the statements in their Proposal and will not be authorized to change or otherwise adjust their Proposal during any such interview or question period.

The Board may reject any or all proposals, and may waive informalities and minor irregularities in proposals received. The District will be the sole judge in determining irregularities.

A written notice of award mailed, faxed, or otherwise delivered to the Proposer upon approval and award by the Board.

## **LIFE OF PROPOSAL**

This proposal shall remain open and not be withdrawn for a period of ninety (90) days after the date scheduled for submission of proposals. During the life of the Proposal, all offers shall remain valid and cannot be changed or adjusted for any reason, including, but not limited to, changes in price due increased costs of services or products except as discussed herein.

## EVALUATION COMMITTEE

The proposals will be evaluated by an evaluation committee composed of the Director of Education-Information Technology, the Director of Purchasing, and other District staff as appropriate. Each member of the evaluation committee will analyze all proposals with respect to the requirements set forth in this RFP.

## FUTURE PURCHASES

1. The District may purchase (at its discretion) additional units throughout the life of the contract at the proposed price listed, allowing only price increases reflecting the original manufacturer's cost increases (MSRP) to the vendor. The Vendor must provide documentation to prove price increases from the manufacturer to vendor. There shall be no order minimums.
2. All sales of HoverCam document cameras must be from authorized dealers only, with proof provided by manufacturer.
3. Purchases by the Jurupa Unified School District to the vendor for the service contract shall be in the form of a Purchase Order.
4. If a product is discontinued during the term, it may be substituted by the product the manufacturer deems as the direct replacement, with approval from the District, at the same price.

## GENERAL INFORMATION

All responses shall conform to instructions provided in this Request for Proposal (RFP) document and shall be submitted on the forms provided by the District. Vendors shall not submit alternate forms or alter the District Forms in any way.

## DEADLINE FOR RFP SUBMITTAL

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will not be considered and shall be returned to the vendor unopened, and deemed as not meeting the RFP requirements.

## REQUEST FOR PROPOSAL PREPARATION COST

Costs for preparing responses and any other related materials are the sole responsibility of the Proposer, and shall not be chargeable in any manner to District.

## RIGHT TO REJECT ANY AND ALL QUOTES

The District reserves the right to reject any or all proposals, and to waive any informalities or regularities. The Vendor's quotation submission is recognition of this right.

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund this project.

## EVALUATION CRITERIA MAY INCLUDE, BUT IS NOT LIMITED TO:

Price is the most heavily weighted factor in selecting the awarded Vendor.	75%
<b><u>Other evaluation criteria may include, but are not limited to:</u></b>	
Ability to deliver services within desired timeframe	15%
Vendor Responsiveness to RFP	10%
<b>TOTAL:</b>	<b>100%</b>

District will score all responses submitted within the guidelines noted above, using the rubric/ matrix scoring system.

## **SUBMITTAL FORMAT**

All submissions meeting the deadline requirement become the property of District and will not be returned. All information submitted in the proposals will be kept confidential and accessed only by those designees of the DISTRICT reviewing the proposals, until the Board of Education makes a determination and awards a contract.

The content and sequence of the proposal submission will be as follows:

1. Solicitation, Proposal and Award
2. Cost Proposal
3. Piggyback Proposal Option
4. Non-Collusion Declaration
5. Certification Regarding Lobbying
6. Equal Opportunity Employment

## **ENTIRE AGREEMENT**

The RFP Documents and the Jurupa Unified School District's Terms and Conditions will be the sole agreement between the two parties.



**JURUPA UNIFIED SCHOOL DISTRICT - TERMS AND CONDITIONS**  
PURCHASE AGREEMENT IS CONTINGENT UPON VENDOR'S COMPLIANCE WITH TERMS AND CONDITIONS.

1. **DEFINITIONS:** Jurupa Unified School District shall be hereinafter referred to as the District and the Vendor shall be hereinafter referred to as Supplier.
2. **LIMITATIONS OF PAYMENTS:** Prices and amounts shown herein are the maximum amounts authorized for payment under this order. Deviations from the pricing stated herein require approval from the Director of Purchasing, Director of Fiscal Services, or their designee.
3. **INVOICES:** Separate invoices are required for each purchase order. Invoices shall be submitted in duplicate, unless otherwise specified, and shall contain the following information: Purchase order number, item number, item description, quantity, unit price, and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with paragraph number six (shipping). Failure to enter the above information on the invoice shall cause a delay in payment. Unless otherwise specified, payment shall be made on partial deliveries, whenever possible, as applicable and as accepted by the District.
4. **VARIATION IN QUANTITY AND/OR ITEM:** No variation in the quantity of any item called for by this order shall be accepted unless agreed to and specified in writing. **Do not substitute items without written District approval.**
5. **DISCOUNTS:** In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination or the date that a corrected or revised invoice is received in the Accounts Payable department, whichever is later. Payment date shall be considered the date of mailing of the pay warrant.
6. **SHIPPING:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods, F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorized to ship by other means), and bill the District for the actual handling/delivery charges paid. Invoices containing handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling/delivery charges which are not properly supported will not be paid.
7. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at destination unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction, shall not release the Supplier from an obligation to provide goods and/or services in a timely manner to best suit the District's needs. **Deliveries must be received between 8:00 a.m. and 3:00 p.m. Pacific Standard Time.**
8. **PACKAGING:** All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The District is not liable for extra charges for packing or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container. **Supplier shall enclose packing list with each shipment; the purchase order number must be listed on all packing lists.** Supplier must provide one MSDS for each chemical and/or hazardous product included in shipment. Supplier should contact requestor to schedule delivery of perishable items; do NOT deliver to the warehouse.
9. **CAL-OSHA:** The Supplier certifies upon shipment that all items furnished under this order meet or exceed applicable CAL-OSHA standards.
10. **WARRANTY:** The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the highest applicable commercial warranties that the Supplier provides and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provision of law.
11. **EXCUSABLE DELAYS:** The Supplier shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivering, or performing due to acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented and accepted by the District. **If material is not received within 90 days, order is subject to cancellation by the District. The District reserves the right to cancel the order if the goods and/or services needed are required before the Supplier is able to provide them, even if the cancellation is within the 90 day window granted above.**
12. **INDEPENDENT CONTRACTOR:** While providing the supplies or services ordered herein, the Supplier certifies that he/she is an independent contractor and not an officer, employee, or agent of the District.
13. **HOLD HARMLESS:** The Supplier shall defend, indemnify and hold harmless the District and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement. As part of this indemnity, Supplier shall protect and defend, at its own expense, the District and its officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, breach or as otherwise required by this paragraph. Furthermore, Supplier agrees to and does hereby defend, indemnify and hold harmless the District and its officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:
  - A. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the District; and
  - B. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Supplier or any person, firm or corporation employed by Supplier, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District; and
- C. Any dispute between Supplier and Supplier's subcontractors/ suppliers/ sureties (if applicable), including, but not limited to, any failure or alleged failure of the Supplier (or any person hired or employed directly or indirectly by the Supplier) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims. Supplier, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District on any such claim, demand its officers, or liability agents or employees, and on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any such action, suit, or other proceedings as a result thereof.
14. **CERTIFICATES OF INSURANCE:** All Suppliers are required to provide certificates of general liability, automotive and workers' compensation insurance Certificates must list the District as an additional insured and Suppliers must provide a copy of the additional insured endorsement. Suppliers must provide insurance coverage and limits as required or approved by the District in writing. Suppliers must provide insurance coverage and limits as required or approved by the District in writing. Suppliers who are owners or sole proprietors, and do not employ workers, should contact the Purchasing Department for additional information.
15. **PROOF OF FINGERPRINTING/BACKGROUND CHECK VERIFICATION:** Each and every person coming onto campus is required to have a fingerprinting/background check clearance in accordance with Education Code section 45125.1, specific for Jurupa USD, prior to commencing work, regardless if they will have direct contact with students. Supplier should contact the Purchasing Department to determine specific fingerprinting/background check requirements. Any costs associated are the responsibility of the Supplier. A fingerprint waiver may be used in accordance with the statutes of Education Code 45125.2 and upon approval from the Director of Centralized Support Services.
16. **FINANCIAL TRACKING:** Suppliers are required to maintain a financial tracking of each purchase order that the District issues to their business/person. **DO NOT** exceed the current purchase order balance unless prior written authorization is received from the Purchasing Department. If the District elects to increase an open purchase order, a signed updated copy of the purchase order reflecting the increase will be provided. The only authorized method of procurement and payment is via signed purchase order. Purchase requisitions and/or verbal authorizations do not qualify as an approved method of payment authorization.
17. **PREVAILING WAGE:** The Supplier and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute this Agreement. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Supplier and upon any subcontractor, to pay not less than the said specified rates to all workers employed by them in the execution of this Agreement. Supplier shall maintain for audit by the District, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the District upon request.
18. **DIR REGISTRATION (for Public Works Projects):** The project covered by this agreement/ purchase order is a public work as defined in Labor Code section 1720. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The Supplier and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Supplier is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District.
19. **TERMINATION FOR CAUSE:** District may direct Supplier to terminate, suspend, delay or interrupt services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Supplier to comply with this Agreement; provided that the District gives the Supplier written notice specifying the Supplier's failure. If within five (5) calendar days after receipt such notice, the Supplier shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Supplier in default and this Agreement shall terminate on the date specified on such notice.
20. **TERMINATION FOR CONVENIENCE:** District may, in its sole discretion, terminate this Agreement for convenience within ten (10) calendar days of written notice to the Supplier if it is found that reasons beyond the control of either the District or Supplier make it impossible or against the District's interest to complete the project or use the Supplier. In such a case, the Supplier shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with this Agreement which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination for convenience costs of three percent (3%) of the approved costs in item (1).

A copy of these terms can be found on our website: <http://www.jurupaUSD.org>  
END OF TERMS AND CONDITIONS Revised 11/20/15

JURUPA UNIFIED SCHOOL DISTRICT  
4850 Pedley Road  
Jurupa Valley, CA 92509

**SOLICITATION, PROPOSAL AND AWARD**  
**(This is a required Proposal Form)**

Proposal must be received by the Purchasing Department, whether mailed, hand-carried or emailed to the Jurupa Unified School District/Purchasing Department on or before the deadline as specified. All Proposals are subject to the requirements set forth in this RFP and must include all forms provided herein which are attached hereto or incorporated by references.

**PROPOSAL**

The undersigned agrees, if its proposal is accepted, to provide products and services set forth, in accordance with the provisions of this Request for Proposals and as may be negotiated prior to award.

**ACKNOWLEDGMENT OF AMENDMENTS**

The Proposer acknowledges receipt of amendments to the RFP numbered and dated as follows:

Amend No.	Date	Amend No.	Date	Amend No.	Date

Proposer Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

Typed or printed name and title of person duly authorized to sign proposal:

\_\_\_\_\_

Signature of person authorized to sign proposal:

\_\_\_\_\_

**Cost Proposal for Required Components and Services**  
**(This is a required Proposal Form)**

This document will constitute the total price offered by Proposer for the products and services indicated. The prices provided must include all associated costs and charges for the products and services offered including, delivery. By issuing this Cost Proposal, Proposer is confirming it will enter into a binding contract with a not-to-exceed payment amount matching the amounts indicated herein.

All products must include 5-year warranty and delivery. Taxes shall not be included, and upon issuance of the PO, will be added at the current local sales tax rate (currently 7.75%).

**Base Proposal**

Product	Quantity	Unit	Cost Per Unit	Total Proposal
HoverCam Solo 8+	330	Each	\$	\$

**Additional Proposal**

Product	Unit	Cost Per Unit
HoverCam Ultra 8	EACH	
HoverCam Ultra 12	EACH	

**Warranty Process**

Please provide a brief description of your process for replacing or repairing a HoverCam device that is under warranty. Be sure to include how the defective product will be picked up and returned, if there will be a cost to the District for shipment, the contact information for your warranty department and any other information you deem important to the process.

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**Piggyback Provision**

PROPOSAL FORM FOR BID #  
20-21-02TE – HoverCam

PIGGYBACK CLAUSE AND SIGNATURE PAGE

Piggyback Clause: For the term of the contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school district and community college districts, any public corporation or agency, including any county, city or town in the State of California, may purchase, lease-purchase, the identical item(s) at the same price and upon the same terms and conditions pursuant to Public Contract Code 20118 (K-12) and 20652 (Community Colleges). Unless incidental to the lease or purchase, labor for installation is specifically excluded from the Piggyback bid.

The Jurupa Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code Sections.

**Acceptance or rejection of this clause WILL NOT affect the outcome of this bid.**

Piggyback option granted \_\_\_\_\_  
(please initial)

OR

Piggyback option not granted \_\_\_\_\_  
(please initial)

The undersigned has read all of the conditions, instructions and specifications, is familiar with, understands, and will conform by furnishing the goods and/or services at the prices quotes above.

_____		_____	
Name of Company	Address		
_____		_____	_____
City, State, Zip Code	Telephone	Fax	
_____		_____	_____
Signature	Name (printed)	Title	

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED  
WITH PROPOSAL**

**(This is a required Proposal Form)**

The undersigned **declares:**

I am the \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

**INSTRUCTIONS: To be completed and submitted ANNUALLY by  any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and  potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.**

### **Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:		Agreement Number:
Address of School Food Authority		
Printed Name and Title of Submitting Official:		Date:

**OR**

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature	Date
Name of School Food Authority:		Agreement Number:

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b>  a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b>  a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b>  a. Initial filing b. Material change  FOR MATERIAL CHANGE ONLY:  Year: _____ Quarter: _____
<b>4. Name and Address of Reporting Entity:</b>  <p style="text-align: center;">Prime                      Subawardee Tier _____, if known</p> Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>	<b>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
(attach Continuation Sheet(s) if necessary)		

<b>11. Amount of Payment:</b> \$ _____ actual planned	<b>12. Type of Payment (check all that apply)</b> <input type="checkbox"/> Retainer <input type="checkbox"/> One-Time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred
<b>13. Form of Payment (Check all that apply)</b> <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind; Specify Nature: _____ Value: _____	Other: Specify: _____
<b>14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in No. 11:</b>  <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<b>15. Continuation Sheet(s) SF-LLL-A attached:    Yes    No</b>	
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No:</b> (        ) <b>Date:</b> _____
<b>Federal Use Only:</b>	<b>Authorized for local reproduction Standard Form - LLL</b>



## INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation

Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

## EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

### CERTIFICATE

I/We hereby certify that the \_\_\_\_\_ (company) is an equal opportunity employer as defined in the Equal Opportunity Act

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor/Vendor

By: \_\_\_\_\_  
Signature