PROJECT MANUAL

COMPUTER PURCHASE (SUMMER 2006)

FOR THE

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
5055 SANTA TERESA BLVD.
GILROY, CA 95020

June 15, 2006
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>00100</td>
<td>Notice Calling for Bids</td>
</tr>
<tr>
<td>00200</td>
<td>Instructions for Bidders</td>
</tr>
<tr>
<td>00300</td>
<td>Subcontractors List</td>
</tr>
<tr>
<td>00400</td>
<td>Non Collusion Affidavit</td>
</tr>
<tr>
<td>00420</td>
<td>Statement of Bidder’s Qualifications</td>
</tr>
<tr>
<td>00500</td>
<td>Bid Proposal</td>
</tr>
<tr>
<td>00600</td>
<td>Contract for Labor and Materials</td>
</tr>
<tr>
<td>00775</td>
<td>Certificate of Worker’s Compensation</td>
</tr>
<tr>
<td>00780</td>
<td>Drug Free Workplace Certification</td>
</tr>
<tr>
<td>00800</td>
<td>Technical Specifications</td>
</tr>
<tr>
<td></td>
<td>Exhibit A</td>
</tr>
<tr>
<td></td>
<td>Exhibit B</td>
</tr>
</tbody>
</table>
NOTICE CALLING FOR BIDS
COMPUTER PURCHASE (SUMMER 2006)
RFP NO. 99-043

<table>
<thead>
<tr>
<th>District</th>
<th>Gavilan Joint Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Computer Purchase (Summer 2006)</td>
</tr>
<tr>
<td>Last Date/Time For Submission of Bid Proposals</td>
<td>July 13, 2006 at 2:00 P.M.</td>
</tr>
<tr>
<td>Location For Submission of Bid Proposals</td>
<td>Gavilan Joint Community College District Human Resources Building Attention: Ms. Nancy Bailey 5055 Santa Teresa Boulevard Gilroy, CA 95020</td>
</tr>
<tr>
<td>Location for Obtaining Bid and Contract Documents</td>
<td>Gavilan Joint Community College District Human Resources Building Attention: Ms. Nancy Bailey 5055 Santa Teresa Boulevard Gilroy, CA 95020 Phone: (408) 848-4731 Fax: (408) 846-4994 Email: <a href="mailto:nbailey@gavilan.edu">nbailey@gavilan.edu</a></td>
</tr>
<tr>
<td>Inquires Concerning Description of Procurement</td>
<td>Gavilan Joint Community College District Attention: Ms. Mimi Arvizu 5055 Santa Teresa Boulevard Gilroy, CA 95020 Phone: (408) 848-4840 Fax: (408) 847-7479 Email: <a href="mailto:marvizu@gavilan.edu">marvizu@gavilan.edu</a></td>
</tr>
</tbody>
</table>

1. **Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms included with the Proposal Package. Modifications to the District’s forms or Bid Proposals submitted on forms other than the District’s forms will result in rejection of the Bid Proposal for non-responsiveness. Bid Proposals must be received at or prior to the latest date/time for submission of Bid Proposals as set forth above. Bidders are solely responsible for the timely submission of complete Bid Proposals which are responsive to the bidding requirements.

2. **Description of Procurement.** The Bidder awarded the Contract will furnish a maximum of three hundred (300) computers, one hundred fifty (150) monitors, and two hundred (200) SDRAM modules (collectively hereinafter referred to as “the Work”), all of which shall be in accordance with the Technical Specifications incorporated into the Contract Documents over the one (1) year Term of the Contract awarded hereunder. Furnishing and installation of any portion of the Work shall be further in accordance with each Purchase Order issued by the District pursuant to the Contract for a portion of the Work. Notwithstanding award of the Contract, the Bidder awarded the
Contract shall have no right to furnish or install any portion of the Work or entitled to any payment under the Contract unless a Purchase Order is duly issued by the District under the Contract for a portion of the Work. Further notwithstanding award of the Contract hereunder, the District expressly reserves the right to procurement of other computers under separate procurements.

3. **Bid and Contract Documents.** Bidders may obtain one (1) set of the Bid and Contract Documents at the above-stated location without cost or expense. Additional sets of the Bid and Contract Documents may be obtained by Bidders for a non-refundable payment of Ten Dollars ($10.00) per set. Payment shall be made by check payable to Gavilan Joint Community College District.

4. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by Bidders for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

5. **Award of Contract.** Pursuant to Education Code §81645, the Contract, if awarded, will be by action of the District’s Board of Trustees to one of the responsible Bidders submitting one of the three lowest priced responsive Bid Proposals. The District reserves the right to reject all Bid Proposals and/or to waive immaterial irregularities or informalities in any Bid Proposal or in the bidding.

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

By: Joseph D. Keeler

Title: V. P. of Administrative Services

Publication Dates: ______________

______________________________

[End of Section]
INSTRUCTIONS FOR BIDDERS

1. **Project Scope and General Description.** The following Request for Proposal (RFP) is to furnish all material, equipment, apparatus, labor, shipping charge, sales tax, and special handling charges in connection with the Gavilan College Purchase of Computers Summer 2006, per the Technical Specifications set forth in the Contract Documents, in strict accordance with the bid documents, within the time set forth therein.

2. **Minimum Bidder Qualifications.**
   
   2.1. **General.** The District has established certain criteria, as more particularly set forth herein, as minimum qualifications of the Bidder submitting a Bid Proposal. If the District determines that the Bidder submitting a Bid Proposal does not meet or exceed the minimum Bidder qualifications set forth herein, the Bid Proposal of such Bidder will be rejected for non-responsiveness.

   2.2. **Bidder Qualifications.** Each Bidder must establish to the reasonable satisfaction of the District that: (a) the Bidder is an authorized distributor and installer of all products and other items constituting the Work; a Bid Proposal submitted by a Bidder who is not a authorized by the manufacturer as a distributor/installer, including without limitation,; and (b) the Bidder has successfully completed at least three (3) deliveries within the immediately prior three (3) years of similar products and related items for higher education facilities similar in size, scope and complexity to the products subject to this procurement. The District reserves the right to reject for non-responsiveness a Bid Proposal submitted by a Bidder who does not possess the foregoing described qualifications.

3. **Preparation and Submission of Bid Proposal.**
   
   3.1. **Bidder Responsibilities.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals shall be submitted in sealed envelopes bearing on the outside the Bidder’s name and address and identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is date stamped by the District. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened. Any Bidder may withdraw or modify its Bid Proposal by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District’s public opening and reading of Bid Proposals.

   3.2. **Proposal Format.** Bidders must submit an original and three (3) copies of their respective Bid Proposals. The original and all three (3) copies of Bidder’s Bid Proposal submission must be bound in 3-ring binders and must be organized, with the information noted, as set forth below:
<table>
<thead>
<tr>
<th>Tab Number</th>
<th>Required Materials/Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statement of Qualifications. Completed and executed Statement of Qualifications of the Bidder.</td>
</tr>
<tr>
<td>3</td>
<td>Product Warranty. Provide all written product warranties for every item of the Work. Provide a non-obsolescence statement confirming that compatible replacements for the products included in the Bid Proposal will be available for a five (5) year period following expiration of the Term of the Contract.</td>
</tr>
<tr>
<td>4</td>
<td>Product Specifications. Provide complete written specifications for all products proposed in the Bid Proposal, specifications shall include all support items.</td>
</tr>
<tr>
<td>5</td>
<td>Delivery. Provide details showing how the Bidder intends to deliver products to the District's location (responder’s truck, UPS, common carrier, or other), the Work to conform to the Contract established by the District for completing delivery of the Work.</td>
</tr>
<tr>
<td>6</td>
<td>Repair Facilities. Each successful responder company will provide documentation on their internal repair facility or of a qualified, nationally recognized sub-contractor that will provide warranty repair services and will provide a profile of the service sub-contractor, if any, which the company intends to use.</td>
</tr>
<tr>
<td>7</td>
<td>Replacement Parts. Provide a statement regarding the responder’s plan to stock replacement parts for the system listed in this RFP. Items of interest include: drives, power supplies, keyboards, etc.</td>
</tr>
<tr>
<td>8</td>
<td>Response Time. Specific statement regarding response time to warranty service repairs. Indicate proposed response time to onsite service calls and a proposed turnaround time for depot repair items.</td>
</tr>
<tr>
<td>9</td>
<td>Subcontractors List. Complete the Subcontractors List if subcontractors will be utilized to complete installation of the Work subject to this RFP; subcontracted transportation or delivery services do not need to be set forth in the Subcontractors List.</td>
</tr>
<tr>
<td>10</td>
<td>Non-Collusion Affidavit. Completed and executed Non-Collusion Affidavit.</td>
</tr>
</tbody>
</table>

The failure of a Bidder to submit all of the foregoing with its Bid Proposal will result in the Bid Proposal of such Bidder being deemed non-responsive and rejected.

4. Interpretation of Drawings, Specifications, or Contract Documents. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. Bidders are solely responsible for submitting to such request not less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. No person is authorized to render an oral interpretation or correction of
any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

5. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained the Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

6. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

7. Award of Contract. Pursuant to Education Code §81645, the award of the Contract, if made by the District through action of the District's Board of Trustees, will be to a responsible Bidder submitting one of the three lowest priced responsive Bid Proposals.

8. Subcontractors. Each Bidder shall submit a list of its proposed Subcontractors who will install any portion of the Work. Bidders are not required to identify subcontracted transportation or delivery services in the Subcontractors List.

9. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. All Bidders shall sign and deliver to the District, with their Bid Proposal, the form of Workers Compensation Insurance included with the Contract Documents.

10. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret" "Confidential" "Proprietary" or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole
involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

11. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§101 et seq. (the “IRCA”); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

12. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue to Bidders timely submitting a Bid Proposal, a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date, time and place of the Board of Trustees meeting to consider award of the Contract.

13. Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that each and all of the following are complied with: (a) the bid protest is in writing; (b) the bid protest is filed and received by the District’s Vice President, Administrative Services not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award the Contract; and (c) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Vice President, Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District’s Vice President, Administrative Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District’s Vice President, Administrative Services, or his/her designee. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District’s Vice President, Administrative Services, any other employee or officer of the District or the District’s Board of Trustees. The rendition of a written statement by the District’s Vice President, Administrative Services (or his/her designee) and action by the District’s Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s award of the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

[End of Section]
**SUBCONTRACTORS LIST**

Bidder: ____________________________________________

Address: __________________________________________

Telephone: _________________________________________

Telecopier: _________________________________________

Bidder’s Authorized Representative(s): ________________________________

**PROJECT:** COMPUTER PURCHASE (SUMMER 2006)

A COMPLETED FORM OF SUBCONTRACTORS LIST MUST BE SUBMITTED WITH EACH BID PROPOSAL; THE COMPLETED FORM OF SUBCONTRACTORS LIST MUST IDENTIFY EVERY SUBCONTRACTOR TO THE BIDDER WHO WILL PERFORM WORK VALUED AT OR GREATER THAN ONE-HALF OF ONE PERCENT (½%) OF THE BIDDER’S TOTAL BID AMOUNT. A SUBCONTRACTOR MUST BE IDENTIFIED FOR THE INSTALLATION PORTIONS OF THIS PROCUREMENT; IF THE BIDDER WILL PERFORM EITHER OF THESE PORTIONS OF THE PROCUREMENT, THE BIDDER MUST INDICATE “SELF-PERFORMED.” IF A BIDDER INTENDS TO UTILIZE SUBCONTRACTOR(S) FOR ANY PORTION OF THE PROCUREMENT IN ADDITION TO INSTALLATION, AND THE VALUE OF WORK, LABOR, MATERIALS OR SERVICES OF SUCH OTHER SUBCONTRACTOR(S) IS AT OR GREATER THAN ONE HALF OF ONE PERCENT (½%) OF THE TOTAL AMOUNT OF THE BIDDER’S BID PROPOSAL, THE BIDDER SHALL IDENTIFY ALL SUCH SUBCONTRACTORS IN THIS SUBCONTRACTORS LIST. FAILURE TO PROVIDE ALL INFORMATION REQUIRED BY THE FORM OF SUBCONTRACTORS LIST WILL RESULT IN REJECTION OF THE BID PROPOSAL FOR NON-RESPONSIVENESS.

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR</th>
<th>BUSINESS LOCATION OF SUBCONTRACTOR</th>
<th>TRADE OR PORTION OF THE WORK</th>
<th>CONTRACTOR’S LICENSE NO.(S) AND CLASSIFICATION(S) OF CONTRACTORS’ LICENSE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[This Form may be copied as necessary for additional Subcontractor listings]
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _______________________

I, __________________________________, being first duly sworn, deposes and says

(Typed or Printed Name)

that I am the ________________________ of _____________________________________,

>Title)             (Bidder Name)

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. 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.

4. 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.

5. All statements contained in the Bid Proposal and related documents are true.

6. 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)
STATEMENT OF QUALIFICATIONS

1. Bidder’s Organization
   1.1. Form of entity of Bidder, i.e., corporation, partnership, etc.: ___________________________
      1.1.1. If a corporation, state the following:
              State of Incorporation: ___________________________
              Date of Incorporation: ___________________________
              President/Chief Executive Officer: ___________________________
              Secretary: ___________________________
              Treasurer/Chief Financial Officer: ___________________________
      1.1.2. If a partnership, state the following:
              Date of organization: ___________________________
              Type of partnership (general, limited, limited liability): ___________________________
              Name of all general partners; if any of the general partners are not natural persons,
              provide the information of each such general partner requested by Paragraphs 1.1.1,
              1.1.3 and 1.1.4, as applicable: __________________________________________
              _______________________________________________________________________
              _______________________________________________________________________
              _______________________________________________________________________  

      1.1.3. If a proprietorship, state the following:
              Names of all proprietors: _________________________________________________
              _______________________________________________________________________

      1.1.4. If a joint venture, state the following:
              Date of organization: ___________________________
              Names of all joint venture members. For each member of the joint venture who is not a
              nature person, identify the form of entity and provide the information requested by
              Paragraphs 1.1.1, 1.1.2, and 1.1.3 for each such member of the joint venture, as
              applicable. ____________________________________________________________
              _______________________________________________________________________
              _______________________________________________________________________
              _______________________________________________________________________  

      1.1.5. If the Bidder’s form of entity if other than those listed above, describe the form of entity
              and identify all principals or owners of any equity interest in such entity:
              _______________________________________________________________________
              _______________________________________________________________________
              _______________________________________________________________________  

COMPUTER PURCHASE (SUMMER 2006)   GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
RFP NO. 99-043                        CALL FOR BIDS
PAGE 15
1.2. Number of years your organization has been in business as a computer hardware vendor:

___________________________________________________________________

1.3. Number of years your organization has conducted business under its present name: ______
   If your organization has conducted business under a name or name style different than your
   organization's present name, identify all prior name(s) or name style(s):
   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________

For each name or name style identified in Paragraph 1.3.1 above, state the dates during
which you conducted business under each identified name or name style:
   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________

2. Financial

2.1. Attach a current financial statement for your organization. A financial statement prepared and
     either audited or reviewed by a California licensed Certified Public Account is preferable. If
     the Bidder does not submit a financial statement prepared by a California licensed Certified
     Public Accountant, the financial statement submitted must include a current balance sheet
     showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, etc.);
     (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued
     salaries, accrued payroll tax liability, etc.); and (v) other liabilities (i.e., capital contributions,
     capital stock, earned surplus, etc.). If the financial statement is not prepared by a California
     licensed Certified Public Accountant, the financial statement must be executed by an
     individual duly authorized to execute the financial statement on behalf of the Bidder. The
     signature to the financial statement must be under penalty of perjury; the following statement
     must precede the signature:

     The undersigned warrants and represents to Gavilan Joint Community College District that:
     (a) he/she has personal firsthand knowledge of the foregoing or that the foregoing information
     compiled by others has been reviewed and approved by the undersigned; (b) he/she is
     authorized to execute this financial statement; and (c) he/she declares under penalty of
     perjury under California law that the foregoing and all other matters set forth in the financial
     statement are true and correct.

2.2. Is the attached financial statement for the identical organization as the Bidder?

   ___ Yes  ___ No

   If no, explain the relationship and financial responsibility between the organization whose financial
3. Experience

3.1. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

3.1.1. Have any lawsuits or other administrative, legal, arbitration or other dispute resolution proceedings, ever been brought or commenced against your organization or any of its partners, principals, officers or equity owners in connection with any computer hardware contract? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3.1.2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other dispute resolution proceedings in connection with any contract between your firm and a client/customer of your organization? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3.1.3. Are there any judgments, orders, decrees or arbitration awards which are presently pending and outstanding against your organization or any of the partners, officers, directors, employees or principals of your organization? _____ Yes _____ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

3.2. On a separate attachment, list educational hardware purchase assignments, contracts or engagements your organization has in progress and for each assignment, contract or engagement listed, state: (i) a general description of the scope of services to be provided or performed by your organization (ii) the educational institute’s name; and (iii) the name of the representative of each educational institutes and the address and telephone number of such individual.

3.3. Has your organization ever refused to sign a computer hardware contract awarded to it? _____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

3.4. Has your organization ever failed to complete a computer hardware contract? _____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

3.5. Has your organization ever been declared in default of a computer hardware contract? _____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the
owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

3.6. Has any computer hardware contract to which your organization is a party been terminated for the convenience?  _____ Yes  _____ No

If so, identify the contract along with a description of the circumstances under which the convenience termination occurred.

3.7. Has your organization provided and installed at least two hundred fifty (250) workstation computers similar in functions and capacities as set forth in the accompanying Technical Specifications for higher education institutions in the immediately preceding three (3) year period?  _____ Yes  _____ No

Identify each higher education institution at which such procurement and installation occurred.

For each procurement and installation identified in your response above, provide the following:

- A general description of the nature, scope and intended functions of the computers furnished and installed by your organization.

- The total number of computers installed by your firm at each institution of higher education.

- The name, address, telephone number and email address of the higher education institution’s administrator with overall responsibility for procurement and installation of computers.

- The name, address, telephone number and email address of the higher education institution’s MIS/IT individual with overall responsibility for procurement and installation of computers.

- Provide a letter of reference from the administrator and/or MIS/IT individual with primary responsibility for procurement and installation of computers furnished and installed by your organization at each of the institutions of higher education identified in your response above.

4. References (include name, contact person, telephone/telecopier and address for each reference provided – preferably California K-12 school districts or California Community College Districts.

Educational Institution References

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

5. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that
he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications.

The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ____ day of ____________, 20__, at _________________.

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

________________________________
(signature)

________________________________
(Typed or written name)
BID PROPOSAL

TO:  GAVILAN JOINT COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees ("the District"), 5055 Santa Teresa Boulevard, Gilroy, California 95020.

FROM:  _____________________________________________
        (Name of Bidder)

        _______________________________________________
        (Address)

        _______________________________________________
        (City, State, Zip Code)

        _______________________________________________
        (Telephone/Telecopier)

        _______________________________________________
        (E-Mail Address of Bidder's Representative(s))

        _______________________________________________
        (Name(s) of Bidder's Authorized Representative(s))

1. Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligation required by the contract documents as follows:
<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Specify Alternate Specifications, If Any</th>
<th>Proposed Unit Price</th>
<th>Quantity Extension*</th>
<th>Extended Proposed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workstation Computer with Mouse and Keyboard</td>
<td></td>
<td>___________________ Dollars</td>
<td>300</td>
<td>___________________ Dollars</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($_____________    )</td>
<td></td>
<td>($_____________    )</td>
</tr>
<tr>
<td>19” LCD Monitor w/ Analog and DVI output</td>
<td></td>
<td>___________________ Dollars</td>
<td>150</td>
<td>___________________ Dollars</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($________    )</td>
<td></td>
<td>($________    )</td>
</tr>
<tr>
<td>1GB 667MHz DDR2 SDRAM (2x512MB)</td>
<td></td>
<td>___________________ Dollars</td>
<td>200</td>
<td>___________________ Dollars</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($________    )</td>
<td></td>
<td>($________    )</td>
</tr>
<tr>
<td><strong>TOTAL BID PROPOSAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>___________________ Dollars</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($_____________    )</td>
</tr>
</tbody>
</table>

*Quantities are for bidding purposes only. Actual quantities furnished will be subject to Purchase Orders issued by the District.
1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

______ Addenda Nos. __________________ received, acknowledged
(Initial)
and incorporated into this Bid Proposal.

2. Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal all of the items required by Paragraph 3.2 of the Instructions for Bidders. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Contract to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing insurance coverages required by the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers’ Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and/or forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, 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, 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.

By: ______________________________________
(Signature)
(Corporate Seal)
(Typed or Printed Name)
Title: _____________________________________
CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into this ______ day of __________________, 20____ by and between Gavilan Joint Community College District ("District") and ______________________________ ("Contractor") for the Work generally described as Computer Purchase (Summer 2006). In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

A. In consideration of the payment as set forth in Attachment A hereto ("The Pricing Schedule") for the Vendor shall furnish each item the Work subject to a Purchase Order issued by the District; the form of Purchase Order shall be in substantially the same as set forth in Exhibit B attached to this Contract. The District’s payment for portions of the Work furnished by the Vendor shall be in accordance with the Conditions attached to this Contract, except as expressly modified in any Purchase Order issued by the District under this Contract. Unless otherwise expressly noted in a Purchase Order issued by the District under this Contract, the Vendor shall deliver and furnish all items of Work at the location(s) at Gavilan College as set forth in each Purchase Order. All items of the Work included in a Purchase Order shall be delivered and furnished by the Vendor within twenty one (21) days of the date of issuance of the Purchase Order ("the Delivery Date"), unless otherwise set forth in the Purchase Order. Failure of the Vendor to furnish portions of the Work set forth in a Purchase Order at the location designated in the Purchase Order within the Delivery Date set forth in the Purchase Order, the Vendor shall be subject to assessment of Liquidated Damages at the per diem rate of Two Hundred Fifty Dollars ($250) per day until all portions of the Work indicated in the Purchase Order have been furnished and delivered to the District. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.

B. Portions of the Work indicated in a Purchase Order shall be delivered by the Vendor to the location at Gavilan College, 5055 Santa Teresa Boulevard, Gilroy, California 95020 ("the Site"), as indicated in each Purchase Order issued under this Contract.

C. At all times during the Work, the Vendor and Subcontractors shall obtain and maintain the following insurance coverages:

Vendor:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Per applicable law</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Subcontractors:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Per applicable law</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

D. The Contract Documents consists of this Contract, the attached Contract Terms and Conditions, the Request for Proposal and all other documents submitted by the Vendor to the District as a Bidder and the following documents [identify drawings, specifications, order, insurance, bonds, and other items forming a part of the Contract Documents]. By executing this Contract, the Vendor acknowledges its receipt and review of the Contract Documents; based
upon this review, the Vendor confirms that the Work can be completed for the Contract Price and within the Contract Time.

E. The District Representative is: Mimi Arvizu  
   Director, MIS  
   Gavilan Community College  
   5055 Santa Teresa Blvd  
   Gilroy, CA 95020  
   408-848-4840

F. Unless earlier terminated pursuant to the provisions of this Contract, the Term of this Contract shall be one (1) year, commencing on the date set forth above and expiring one (1) year thereafter. During the Term of this Contract, the Vendor shall furnish items of the Work as indicated in Purchase Orders issued by the District under this Contract.

G. The maximum quantities of each item of the Work which may be obtained by the District are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workstation Computers</td>
<td>Three Hundred (300)</td>
</tr>
<tr>
<td>LCD Monitors</td>
<td>One Hundred Fifty (150)</td>
</tr>
<tr>
<td>SDRAM Modules</td>
<td>Two Hundred (200)</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the District and Vendor have executed this Contract as of the date set forth above.

“DISTRICT”  
Gavilan Joint Community College District

By:_______________________________
   Joseph D. Keeler  
   Vice President, Administrative Services

“VENDOR”  
[Vendor Name]

By:_______________________________
   Title: __________________________
1. **Labor and Materials.** The Vendor shall furnish and pay for all labor, materials, equipment and services necessary to furnish the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents.

2. **Substitutions.** No substitution of any specified item, product, material or system (“Specified Items”) will be considered unless the Vendor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items and the proposed substitution is accepted by the District Representative.

3. **Product Upgrades/Subsequent Versions.** If during the Term of this Agreement, the Original Equipment Manufacturer of any item of the Work shall make commercially available an upgrade or subsequent version of the item of the Work designated in the Technical Specifications, at the discretion of the District Representative, the Vendor shall furnish the upgraded/subsequent version of such item of the Work. If the District Representative elects to have the Vendor furnish the upgraded/subsequent version, such election will be noted in the Purchase Order issued hereunder. Costs to the District for upgraded/subsequent versions of any item of the Work shall not exceed the costs indicated in Exhibit “A” Pricing Schedule for the similar item of the Work.

4. **Safety; Security.** The Contractor shall comply with all applicable rules, regulations, policies or directives of the District relating to the Vendor’s access to the Site for the purpose of furnishing the Work, including without limitation, those relating to safety and security. The Vendor shall implement safety measures and other precautions to prevent injury or death to persons or damage to property. The Vendor is responsible for all risk of loss, damage or destruction of the Work until an item of the Work has been accepted by the District Representative.

5. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Vendor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by these Contract Terms and Conditions.

6. **Non-Discrimination.** The Vendor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Vendor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination or discriminatory practices.

7. **District Payments; District Representative Acceptance of Work.** The District will make payment for portions of the Work included in a Purchase Order issued hereunder upon the Vendor’s furnishing of the items of the Work indicated in a Purchase Order and the District Representative’s acceptance thereof. Upon the Vendor’s furnishing of the items of Work indicated in a Purchase Order issued hereunder, the District Representative will review inspect the portion of the Work furnished and if in accordance with requirements of the Purchase Order, this Contract and other portions of the Contract Documents, the District Representative will accept the portion of the Work furnished. Within thirty (30) days of the District Representative’s acceptance of Work furnished by
the Vendor, the District will make payment to the Vendor for such portion of the Work in the amount indicated in the Purchase Order issued by the District for such portion of the Work. The District may withhold any payment due if: (a) defective or non-conforming Work which is not remedied; or (b) there are any uncured Vendor defaults.

8. **Insurance.** The Vendor and its Subcontractors shall, at all time during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Vendor’s Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Vendor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

9. **Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Vendor shall indemnify, defend and hold harmless the District, the District’s Board of Trustees and all members thereof and the District’s employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Vendor’s obligations shall include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Vendor or Subcontractors.

10. **District Right to Terminate.** The Vendor’s failure to comply with any term or condition of the Contract Documents shall constitute default of the Vendor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Vendor. Unless the Vendor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District’s written notice. If the District terminates the Contract for default of the Vendor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor’s default and costs to complete the Work, which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District’s convenience.

11. **Maintenance Standards.**

11.1 **Vendor Maintenance.** Vendor shall provide labor, materials and other services necessary to provide maintenance and repairs to all items of the Work furnished by the Vendor under this Contract. Vendor maintenance services shall be available at the Site between the hours of 8:00 A.M. and 5:00 P.M. Mondays through Fridays, excepting District holidays. All personnel providing maintenance services shall: (a) comply with requirements established by the District for access to the Site or portions thereof, including signing-in with the District and wearing Vendor issued identification badges; (b) be duly certified technicians, trained, skilled and experienced in providing maintenance services for the Equipment; (c) maintain the area(s) in which the Equipment is situated in a neat, clean and safe condition; upon completion of a maintenance services, the area of the serviced Equipment shall be restored to the condition existing prior to commencement of maintenance services; (d) utilize only manufacturer recommended service/maintenance procedures; and (e) utilize only replacement parts or replacement components that are manufactured by the Equipment manufacturer or which are duly authorized by the Equipment
manufacturer. Vendor will provide the District with copies of the Technician's certifications upon request.

11.2 Maintenance Response Times.

11.2.1 Telephonic Response. Vendor’s technical staff shall provide telephonic technical support by responding to telephonic service calls within one-half (½) hour of the District’s request for technical support. Telephonic technical support shall be available Mondays through Fridays, except for District holidays, between the hours of 8:00 A.M. and 5:00 P.M.

11.2.2 On-Site Response. If the Vendor’s telephonic technical support does not fully resolve the service/maintenance requested or required, the Vendor shall have duly qualified, skilled and experienced technician(s) at the location of the Equipment requiring service/maintenance in accordance with the following. If the District places a service call prior to 12:00 P.M., the Vendor’s technical staff shall be at the location of the Equipment requiring service/maintenance no later than 4:00 P.M. of the same day. If the District places a service call after 12:00 P.M., the Vendor’s technical staff shall be at the location of the Equipment requiring service/maintenance no later than 8:00 A.M. of the following working day.

11.2.3 Temporary Replacement Equipment. If maintenance/service to any item of Equipment cannot be completed so that such item of Equipment is fully restored/repairs within forty-eight (48) hours of the initial service call for such item of Equipment, within seventy-two (72) hours of the initial service call, the Vendor shall, without cost or charge to the District, furnish and install temporary replacement equipment equivalent in functions, capacity and features as the Equipment requiring maintenance/service. When an item of Equipment is repaired/restored, without cost or charge to the District, the Vendor shall remove the temporary replacement equipment and re-install the restored/repaired Equipment. The Vendor shall cooperate with the District to establish suitable delivery and installation times and procedures for the restored/repaired Equipment to minimize or eliminate disruption of the District’s on-going operations.

11.2.4 Permanent Replacement Equipment. If the District reasonably determines that any item of Equipment has been subject to excessive service/maintenance calls, the Vendor shall, without cost or charge to the District, provide and install replacement equipment with at least the functions and features of the Equipment subject to excessive service/maintenance.

11.2.5 Scheduled/Preventative Maintenance. The Vendor, without cost or charge to the District, shall complete all Equipment manufacturer recommended scheduled/preventative maintenance services for each item of Equipment. The Vendor shall coordinate scheduled/preventative maintenance services with the District and complete such services in a manner least disruptive to the District’s on-going operations and the District’s on-going use of the Equipment.

12. Tests/Inspections of the Work. The Work shall be subject to tests/inspections, prior to acceptance by the District Representative or as otherwise required by the District. The District’s staff will be responsible for running all acceptance tests on each computer received from the Vendor. The Vendor shall be liable excessive costs of tests/inspections, which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards.


13.1. Disputes. Each dispute or claim of $375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. A dispute or claim exceeding $375,000 shall be resolved by binding arbitration conducted under the auspices
of the American Arbitration Association and its Construction Industry Arbitration Rules in effect at the time that a Demand for Arbitration is filed. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Vendor shall continue to diligently perform the Work and prosecute the same to completion.

13.2. Governing Law; Interpretation. This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Vendor.

13.3. Successor. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Vendor. The foregoing notwithstanding, the Vendor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

13.4. Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Vendor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

13.5. Days. Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.

13.6. Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

13.7. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Vendor concerning the subject matter hereof.
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

PROJECT: COMPUTER PURCHASE (SUMMER 2006)

I, ____________________________ the ____________________________ of

(Name) (Title)

______________, declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

________________________________________

(Contractor Name)

By:______________________________________

(Signature)

________________________________________

(Typed or printed name)
DRUG-FREE WORKPLACE CERTIFICATION

I, __________________________________, am the __________________________ of __________________________
(Print Name)  (Title)

I declare, state and certify to all of the following:


2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990,
Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at ____________________________ this ___ day of ____________, 20__.

______________________________
(Signature)

______________________________
(Handwritten or Typed Name)
TECHNICAL SPECIFICATIONS

1. Brand names, design & technical descriptions are intended to indicate a range of performance, or a standard of quality, and not a designation of specific articles to the exclusion of all others, as long as the speed and specifications are identical. If the bidder is bidding on alternate specifications, the Bid Proposal Form must describe the specification being bid. The system must be able to provide 100% compatibility with a Windows 2003/XP networked environment. All Windows 2003/XP drivers must be included.

2. Financial stability and longevity of the company will be a consideration. Bidders should provide information about their company that will provide evidence that they will be able to support the equipment over the long term.

3. The District reserves the right to request that bidders provide equipment configured according to the specifications for testing prior to award of the bid. Test equipment must be provided at no cost to the college. The equipment must be provided within the time frame requested by the district or the bidder may be disqualified. Request for test equipment does not commit the District to awarding the bid to that company. The test equipment will be returned to the company within thirty days of receipt.

4. The Contractor will provide training to District staff in relation to the workings and usage of Contractor’s computers in order to streamline the technical support and troubleshooting process.

5. All parts and material shall be new and original components including all hardware, software, logic boards, memory boards, circuit boards, wiring, etc. The District will not accept used, reconditioned or obsolete parts or materials. Workmanship shall conform to the highest standard of commercially accepted practices for the class of work and shall result in completed installation in a neat and furnished appearance. The Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. sec 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.
## CONFIGURATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1) Workstation Computer | Mini-Tower Case w/ front USB Ports (black), In-Win IW-V564T or equiv.  
Intel Pentium D 940 3.2 GHz CPU 2-2 MB/800 MHz  
1 GB 667MHz DDR2 SDRAM (2x512MB)  
Intel 945G based Motherboard w/ VGA, Audio, and LAN onboard  
80 GB SATA Hard Drive, Seagate ST380013AS or equiv.  
52X CD-RW/DVD Drive (Black), Sony CRX 320E or equiv.  
1.44MB Floppy Disk Drive (Black)  
Microsoft Windows XP Home Edition  
Microsoft Wheel Mouse Optical (Black) or equiv.  
104 key Keyboard (Black), Logitech Internet Pro or equiv.  
Gavilan Custom Image Pre-loaded Prior to Delivery  
Five Year On-Site Warranty |
| 2) | Optional 19” LCD w/ Analog & Digital Inputs, Viewsonic VG910B or equiv |
| 3) | Optional 1GB 667 MHz DDR2 SDRAM (2x512) |
SPECIAL CONSIDERATIONS

1. The quantity listed on **BID PROPOSAL FORM** is an estimate only of district computer needs during the life of this RFP. The District estimates that it will purchase approximately 300 computers during the life of this RFP, but the district does not guarantee to purchase any given quantity. Furthermore, purchase orders will be submitted only for the quantity needed by the district at the time of purchase. Bidder agrees that materials may be purchased in any quantity.

2. Due to the continual change and evolution of computer technology, the District reserves the right to upgrade individual components of each system in order to accommodate such occurrences. The successful bidder shall: (1) agree to sell new and current state-of-the-art components to the District under the same calculations used in this RFP, and (2) be willing to share knowledge pertaining to changing computer technology and to work with the District to advantageously stay abreast of technology impacting higher educational institutions. The District price of unit may be adjusted upward when the District requests upgrades based on new technology. The District price of unit may be adjusted downward when manufacturers such as Intel lower component prices. Prices may be updated monthly, depending on market conditions, upon written notice.

The vendor must agree to notify the District of any part modification or substitution. The District reserves right of refusal and will return all unauthorized substitutions.
## EXHIBIT A
### PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Proposed Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workstation Computer with Mouse and Keyboard</td>
<td>$___________</td>
</tr>
<tr>
<td>19&quot; LCD Monitor</td>
<td>$___________</td>
</tr>
<tr>
<td>1GB SDRAM Module</td>
<td>$___________</td>
</tr>
<tr>
<td><strong>TOTAL BID PROPOSAL</strong></td>
<td>$___________</td>
</tr>
</tbody>
</table>