

**ROWLAND UNIFIED  
SCHOOL DISTRICT**

PURCHASING DEPARTMENT  
1830 NOGALES STREET  
ROWLAND, CA 91748



**REQUEST FOR PROPOSALS (“RFP”) FOR**  
**Internal Connections Acquisition - Category II**  
**(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)**

**E-RATE FUNDING YR 2023**

**RFQ/RFP # 2022/23: (R6)**

## LEGAL NOTICE

### NOTICE TO VENDOR'S – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **ROWLAND UNIFIED SCHOOL DISTRICT** (herein after referred to as the “District”) of Los Angeles County, California, will receive proposals for:

**Internal Connections  
Acquisition - Category II,  
RFP NO. RUSD 22/23  
(R6)**

The District is seeking proposals from qualified authorized resellers ("Vendors") for the acquisition of Fiber Optic backbone cable installation and Horizontal Copper cabling as eligible under the Universal Service School and Libraries (SLD) Eligible Services List and subsequent rulings. This acquisition shall be for equipment according to the specifications set forth herein and will apply to funding year 2023.

Each proposal is to be in accordance with the format specified by the Purchasing Department, copies are available through the Purchasing website located at: [www.rowlandschools.org/](http://www.rowlandschools.org/).

Any service provider seeking clarification of Form 470 and/or RFP shall email a request for information (RFI) to the following address by the RFI questioning deadline (January 27, 2023, 10:00 a.m.): [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org).

**Contractor License Requirements:** To perform the work required by this notice, the Contractor must possess a Class “C-7” or “C-10” Contractor’s License, and the Vendor/Contractor must maintain the license throughout the duration of the contract. If, at time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California such proposal will not be considered and the Vendor will forfeit its bid security to the District.

***Questions regarding this RFP must be received in writing and directed to Rosana McLeod at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org) on or before January 27, 2023 no later than 10:00 a.m.*** Emails must be titled as follows: ***RUSD RFP No. 2022/23: (R6) - RFI [CompanyName]***. District reserves the right to disregard emails with an incorrect title. Responses to RFI’s questions will be provided via addenda posted to the Form 470 through USAC’s E-rate Productivity Center (EPC) and posted on the District website on or before January 31, 2023, at 1:00 p.m. Phone calls to the District regarding this RFP will not be accepted.

Each proposal must be filed with the Purchasing Department on or before **February 22<sup>nd</sup>, 2023 NO LATER THAN 10:00 a.m.** All proposals shall be submitted separately and sealed in a package plainly marked with the appropriate title for each proposal. The Board reserves the right to reject any or all proposals and to waive informality in any proposals

received. No vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

This RFP is issued pursuant to Public Contract Code section 20118.2. Any award under this RFP shall be made to the qualified proposer whose proposal meets the evaluation standards in this RFP and whose proposal will be most advantageous to the District with price and all other factors considered.

**This RFP depends on funding from the Federal E-Rate Program. The establishing E-Rate Form 470 number is # 230011469. Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.**

A **Mandatory Pre-Bid Job Walk**, at which time interested vendors may acquaint themselves with the District’s requirements/sites in the RFP, is scheduled for **9:00 A.M., on January 20th, 2023**; at Blandford Elementary School, 2601 S. Blandford Drive, Rowland Heights, California 91748. ***The District will only accept proposals from vendors that attend this mandatory job walk and walk all sites.***

Proposals may be made using an existing piggybackable bid and/or an existing State of California contract, i.e. CMAS, or Western States Contracting Alliance, now known as NASPO ValuePoint.

**Schedule of Events**

The following is the tentative schedule for this RFP, which is subject to change:

- RFP Issuance Date..... January 9, 2023
- 1st Publication in San Gabriel Valley Tribune..... January 9, 2023
- 2nd Publication in San Gabriel Valley Tribune..... January 16, 2023
- **Mandatory Job Walk** ..... **January 20, 2023, 9:00 a.m. (PST)**
  - *Will begin at Blandford Elementary School, 2601 S. Blandford Drive, Rowland Heights, California 91748, at 9:00 a.m. (PST).*
  - *The District will only accept proposals from vendors that attend the mandatory job walk and walk all sites.*
- **Deadline for Questions**..... **January 27, 2023, 10:00 a.m. (PST)**
- Final Addendum posted (if needed)
- as additional “RFP Document” to Form 470..... January 31, 2023
- **Deadline for Proposal Submission** ..... **February 22, 2023, 10:00 a.m.**
- Board of Education Approval..... March 9, 2023
- Notice to Proceed ..... Subject to E-Rate Approval

**RFP/Q will be posted on District’s website at [www.rowlandschools.org](http://www.rowlandschools.org) under the Purchasing Services subpage.**

Publication in San Gabriel Valley Tribune on January 9, 2023 and January 16, 2023

**INDEX OF PROPOSAL DOCUMENTS**

**For**

**Internal Connections Acquisition -Category II**

**(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)**

**RFP NO. RUSD 22/23 (R6)**

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**A. PURPOSE**

The Rowland Unified School District (“District”) purpose for this Request for Proposal (“RFP”) is to solicit proposals from qualified vendors to provide a solution to meet the objective stated in the RFP. The solution is subject to all terms, conditions, and specifications in this RFP. All proposal(s) submitted will be reviewed and chosen based on the matrix included in the proposal documents.

The District reserves the right to procure these services based on the District’s ability to find their portion of the project and on funding from the Federal E-Rate Program. The establishing E-Rate Form 470 number for this RFP is #230011469.

The District hereby notifies all Interested Vendors that it will affirmatively ensure that, in any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit responses to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award.

**B. OBJECTIVE**

The District is seeking to add additional cabling for the purposes of adding multi-gig wireless network access points into all currently utilized classrooms and the installation of new single mode (OS2) 9/125 fiber optic backbone connecting MDF to all IDF’s in the schools outlined in this RFP within the Rowland Unified School District.

**C. E-RATE REQUIREMENTS**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, and internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the School and Libraries Division (SLD) of the Universal Service Corporation, which was established by the Act. The amount of discount is based on the numbers of children receiving free and reduced-price meals.

Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate Program, throughout the contractual period of any contract entered into with the District as a result of this RFP.

**Vendor must have a current and valid Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) and must be provided with the proposal form.**

The awarding of any proposal(s) and any ensuing contracts are contingent upon receiving approval for E-Rate discount, and the availability of specifically budgeted District Technology funds. **The vendor agrees to honor any proposal and costs submitted through the E-Rate Funding Year of July 1, 2023 through September 30, 2024.**

**In the event that E-Rate discounts are not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this RFP.**

**D. REQUEST FOR PROPOSAL (RFP) RESPONSE**

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Rowland Heights, CA.

To be considered a Vendor, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of any and all addenda[s] required to be returned, in a sealed envelope on or before **10:00 a.m., on the 22<sup>nd</sup> day of February, 2023**, to the following address:

Rowland Unified School District  
 Attn: Rosana McLeod, Director of Purchasing  
 1830 Nogales Street  
 Rowland Heights, CA 91748

All proposals shall be sealed in a package **clearly labeled with the Title of the RFP “Internal Connections Acquisition - Category II” and RFP# 2022/23 (R6)** on the outside of the package.

**The Vendor is required to submit an Original Bound plus three (3) bound copies and one (1) flash drive copy of the proposal and any required addenda(s). All proposals shall be prepared by and at the expense of the Vendor.**

**Each proposal submission package should be presented so that it can be readily reviewed and labeled in the following tab order:**

<b>A</b>	E-Rate Supplemental Terms and Conditions
<b>B</b>	Proposal Form Cover Sheet, Proposal Form and Proposal
<b>C</b>	Bid Bond
<b>D</b>	Non-Collusion Affidavit
<b>E</b>	Vendor’s Certificate Regarding Workers’ Compensation
<b>F</b>	Conduct Rules for Vendor’s
<b>G</b>	Reference’s
<b>H</b>	Debarment and Suspension Certification
<b>I</b>	Insurance Documents & Endorsement
<b>J</b>	DIR Registration Verification
<b>K</b>	Vendors Certification Regarding Background Checks
<b>L</b>	Specifications / Miscellaneous Info. (Indexed by each section – submit a hardcopy of the original forms with your proposal): <ul style="list-style-type: none"> <li>• <i>Designated Subcontractor List (if subcontracting approved work)</i></li> <li>• <i>IRAN Contracting Act Certification</i></li> <li>• <i>W-9 &amp; 590 Form</i></li> <li>• <i>Addenda[s]</i></li> </ul>

**PROPOSAL SUBMITTED IN ANY OTHER FORMAT WILL BE CONSIDERED NON-**

**RESPONSIVE.**

It is the sole responsibility of the Vendor to be sure that the proposal is delivered to the Purchasing Department before the deadline. Please be advised that if the submittal of the proposal is received in a department other than the Purchasing Department located at 1830 Nogales Street, Rowland Heights, CA 91748, it is not the responsibility of that department to make sure that the proposal is received in the Purchasing Department before the time indicated in the Notice to Vendor’s.

**Vendor should not assume that their past and/or current experience with the District demonstrates knowledge of the District’s current needs or that the Rowland Unified School District – INTERNAL CONNECTIONS ACQUISITION Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.**

The District reserves the right to reject any or all responses. The District also reserves the right to waive any minor irregularities or defects in any response shall a waiver be in its best interest. No Vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

**PROPOSAL SUBMITTED BY FAX OR E-MAIL ARE NOT ACCEPTABLE.**

**E. RESPONSE TIMELINE**

EVENT	DATE
1. RFP Publications	January 9 and January 16, 2023
2. Post Form 470	January 9, 2023
3. Post RFP to www.RowlandSchools.org Webpage	January 9 2023
4. <b>Mandatory Job Walk</b>	January 20, 2023 at 9:00 AM
<i>Will begin at Blandford Elementary School, 2601 S. Blandford Drive, Rowland Heights, California 91748, at 9:00 a.m. (PST). The District will only accept proposals from vendors that attend the mandatory job walk and walk all sites.</i>	
5. RFI-Pre-submittal of written questions/clarification <b>Email to: <a href="mailto:rmcleod@rowlandschools.org">rmcleod@rowlandschools.org</a></b>	January 27, 2023 by 10:00 AM
6. Respond to written questions/clarifications, issue Addendum(s)	January 31, 2023 by 1:00 PM
7. Request for Proposals due	February 22, 2023 by 10:00 AM
8. Board of Education Approval	March 9, 2023
9. Notice to Proceed	Subject to E-Rate Approval

**F. REQUEST FOR INFORMATION (RFI) AND/OR CLARIFICATION**

Questions regarding this RFP must be received in writing and directed to Rosana McLeod at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org) on or before **January 27, 2023** no later than **10:00 a.m.** Emails must be titled as follows: **RUSD RFP No. 2022/23: (R6) - RFI [CompanyName]**. District reserves the right to disregard emails with an incorrect title. Questions received after the deadline will not be responded to.

The Purchasing Department will not be responsible for RFI's sent to the wrong department, nor will it be the responsibility of the receiving department to forward your request to the Purchasing Department.

All RFI's will be responded to in the form of an Addendum within the timeframe indicated in the timeline and posted to the District's webpage ([www.rowlandschools.org](http://www.rowlandschools.org)) under the Purchasing Services subpage.

#### **G. REFERENCES**

Provide at least five (5) references of similar size and scope, preferably school districts, with the following information:

- Name of Site, address and phone number
- Director of ITS Contract
- Brief description of project, including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP.
- The ERATE SITE Billed Entity Number ("BEN") that was approved by SLD

#### **H. EVALUATION PROCESS**

No commitment will be made to select a Vendor's system solely on the basis of price. Selection will be made on a combination of factors that may include: price; the degree to which the proposed services to meet functional and service level requirements; the quality of the service architecture, particularly in regards to business continuity and achievement of service level objectives; support procedures and service levels; our ability to understand and work with service billing; competence and reputation of the vendor; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded based on certain criteria for a total sum of 100 points. Reference the "Basis Selection" item in the General Terms and Conditions for the breakdown on the points system.

The District may reject any or all proposals and may waive informalities and minor irregularities in any proposal received. Proposals found to be incomplete may be rejected as non-responsive; and proposal not deemed to be competitive will be rejected.

The Rowland Unified School District may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of proposal.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article



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offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

## GENERAL TERMS AND CONDITIONS

The following general terms and condition shall govern the submission of proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a proposal, acknowledge and accept these general terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercially available systems is coincidental and not intended to imply preference or bias toward that system.

Proposals, which do not comply with instructions, may be eliminated from further consideration. All proposals must contain all forms furnished in this request and be in printed form. Failure to provide and execute all enclosed forms as required may result in disqualification.

1. Preparation of Proposal Form

The Rowland Unified School District (“District”) invites proposals on the attached forms to be submitted at such time and place as is stated in the Notice to Vendor’s. Proposal shall be submitted on the original prescribed proposal forms, completed in full. All proposal items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern.

All proposals shall be submitted in the format stated and in a sealed package bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that his proposal is received in proper time. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any proposal received after the scheduled closing time, for receipt of proposals or after any extension due to material changes, shall be returned to the Vendor unopened.

2. Bid Security

Each bid must be accompanied by one of the following forms of bidder’s security: (1) a cashier’s check made payable to the District; (2) a certified check made payable to the District; or (3) a bidder’s bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the proposal documents. Such bidder’s security must be in an amount not less than ten percent (**10%**) of the maximum amount of such bidder’s bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bond and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within five (**5**) calendar days after notification of the award of the contract to bidder, said security will be forfeited.

3. Contractor’s License

To perform the work required by this notice, the Contractor must possess a Class **“C-7” or “C-10”** Contractor’s License, and the Vendor/Contractor must maintain the license throughout the duration of the contract. If, at time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California such proposal will not be considered and the Vendor will forfeit its bid security to the District.

4. Form and Delivery of Proposal

The proposal shall be made on the proposal form provided, and the complete proposal, together with any and all additional materials as required by the proposal documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the attention of Director of Purchasing - Rosana McLeod, at 1830 Nogales Street, Rowland Heights, CA 91748, and must be received on or before the time set forth in the Notice to Vendor's. The envelope shall be plainly marked with the Vendor mailing address and the Proposal title and RFP No as outlined in the Notice to Vendor's. **It is the Vendor's sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals.**

5. Signature(s)

Any signature required on the proposal forms must be signed in the name of the Vendor and must bear the signature in longhand of the person or person(s) duly authorized to sign the proposal on behalf of the bidder in permanent ink.

6. Modifications

Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposed form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered.

7. Erasures, Inconsistent or Illegible Proposals

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the proposal. In the event of inconsistency between words and figures in the proposal price, the words shall govern. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive.

8. Examination of Contract Documents

Bidders shall thoroughly examine and be familiar with the requirements and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addenda, or the document, and acquaint himself with conditions there existing shall in no wise relieve any bidder from any obligation with respect to his bid or to the proposal.

By submitting a proposal, the prospective Vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment and services to achieve the District's objective.

9. Withdrawal of Proposals

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to so act on behalf of the Vendor. No amendment, addendum or

modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receipt of proposals.

10. Agreement and Performance & Payment Bonds

The Agreement form which the successful bidder, as Vendor, will be required to execute, and the form of the bonds and insurance endorsements which such Vendor will be required to furnish, are included in the contract documents and should be carefully examined by the bidder.

The awarded Vendor will be required to furnish a Performance and Payment Bond in the amount of one-hundred percent (100%) of the amount of the contract and in the form included in the proposal documents, all prior to execution of the Contract. Performance and Payment bonds are required for the protection of the District against failure of a successful Vendor to complete a contract. In the event that the successful Vendor fails to perform or abandons the contract, the District shall have the contract completed as expeditiously as necessary and possible and shall bring action against the bond for additional expenses incurred and administrative time expended.

11. Penalties for Non-Performance

Judgment of non-performance in regard to the system performance shall rest solely with District management. Failure to provide maintenance services in accordance with the requirements specified shall constitute an essential breach of contract and be subject to all applicable remedies of law.

12. Interpretation of Documents

If any prospective Vendor is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the specifications, a written request for interpretation or correction thereof may be submitted to the District.

**Note: All questions concerning this proposal must be submitted in writing via email to Rosana McLeod at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org) prior to the defined deadline date outlined in this RFP.**

The Vendor submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made solely at District's discretion and only by written addendum duly issued by the District and a copy of such addendum will be e-mailed, hand-delivered, U.S. Postal Mailed, overnighted, or faxed to each Vendor known to have received a set of the Request for Proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation be binding on the District. Vendor shall become familiar with the specifications. SUBMITTAL OF A PROPOSAL WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE VENDOR HAS DETERMINED THAT THE SPECIFICATIONS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT VENDOR IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS; AND THAT THE SPECIFICATIONS FALL WITH AN ACCEPTABLE STANDARD FOR SPECIFICATIONS.

13. Basis of Selection

This RFP is only for Copper installation. No commitment will be made to select a Vendor’s system solely on the basis of price. Selection will be made on a combination of factors, including: price; the degree to which the proposed services to meet functional and service level requirements; the quality of the service architecture, particularly in regards to business continuity and achievement of service level objectives; support procedures and service levels; our ability to understand and work with service billing; competence and reputation of the vendor; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded based on the following for a total sum of 100 points; the vendor with the highest points total will be awarded the RFP:

<b>E-rate Eligible Price/Charges</b>	25
<b>District Experience</b>	15
<b>Ability to meet minimum district specifications</b>	10
<b>Non-eligible Price/Charges</b>	10
<b>Vendor qualifications/certifications</b>	10
<b>Completeness of response</b>	10
<b>Ability to deliver service in desired timeframe</b>	10
<b>E-rate experience</b>	5
<b>References</b>	5
<b>Total</b>	100

14. Exception/Deviations.

Any exceptions to the requirements and terms in this RFP, including the language in the proposed Agreement, must be included in the proposal submitted by the prospective Vendor. Such exceptions must be segregated as a separate element of the proposal response and noted in the Cover Letter of the response. Significant exceptions may remove the prospective Vendor from further consideration.

15. Data

The district provides information herein to assist Vendors in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Vendor to rely solely on the accuracy of the information in submitting their proposal.

16. Award of Contract

The Rowland Unified School District will be the sole judge of the quality, methodology, and suitability of the service offered by the Vendor in the proposal. Pursuant to State of California Public Contract Code Section 20118.2, the award of the contract, if made by the District, will be by action of the governing board and be made to the Vendor whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the District with price and all other factors considered. Low bid does not constitute an award.

The District reserves the right to reject any or all proposals without identifying the cause of such

rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that an agreement will be awarded to any prospective Vendor responding to this Request for Proposal. The District also reserves the right to award its total requirements to one Vendor, or to apportion those requirements among several vendors, as the District may deem to be in its best interests. The District reserves the right to negotiate with other than the selected Vendor should negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

17. Vendor References and Information

The District expressly reserves the right to reject the proposal of any Vendor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Vendor poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner. In performing the above-described determination, the District reserves the right to utilize all possible sources of information in making its determination, including, but not limited to: inquiries to regulatory state boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Vendor has previously performed work, reference checks and examination of all public records.

18. Termination

If Seller fails to perform the Contract and Seller's duties to the satisfaction of the Buyer, or if Seller fails to fulfill in a timely and professional manner Seller's obligations under this Contract, or if Seller violates any of the Terms or Provisions of this Contract, the Buyer shall have the right to terminate this Contract effective immediately upon the Buyer giving written notice thereof to the Seller. Buyer shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

19. Workers' Compensation

In accordance with the provisions of §3700 of the Labor Code, Vendor shall secure the payment of Compensation to his employees. Vendor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of the contract." The form of such certificate is included as part of the proposal documents.

20. Non-Collusion Affidavit

The Vendor is required to submit an Affidavit of Non-collusion with their proposal. This form is included with the proposal documents and must be signed under the penalty of perjury, dated and notarized.

21. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition or marital status.

22. Hold Harmless

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arises from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this proposal.

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

23. Vendor's Proposal Costs

The Vendor shall solely bear any costs incurred: to prepare and submit a proposal in response to this RFP; to negotiate with the District regarding any matter related to this proposal; by the Vendor prior to the date of award. Vendor shall not include any such costs as part of the price as proposed in response to this RFP.

24. SPIN

The District requires the Vendor to have a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administrative Company), as

well as a valid and current FCC Registration Number (FCC-FRN). The SPIN and FCC- FRN must be established at the time of the proposal submittal.

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

25. E-Rate Compliance

Vendor is, and agrees to remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the project at its sole discretion.

Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company at (1-888) 203- 8100 or see their website at [www.sl.universalservice.org](http://www.sl.universalservice.org).

In all communications, including (but not limited to) invoices, any responses to this RFP, reports, and proposals, goods and services provided shall be clearly designated as “E- Rate Eligible”. Non-Eligible goods and services shall be clearly called out as 100% non- eligible or shall be “cost-allocated” to show the percentage of eligible costs per SLD guidelines.

The annual E-Rate Funding Year begins on July 1<sup>st</sup> and September 30th of each year (for non-recurring services). Regardless of contract “signing date”, goods and services requested in this RFP shall be delivered no earlier than the start of the 2023 Funding Year (July 1, 2023).

To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

Vendors agree to conform to all E-Rate guidelines for the billing of discounts to the SLD. A current SPAC (Service Provider Annual Certification) form must be on file with USAC for the funding year July 1, 2021 and for the subsequent years throughout the term of the contract. If the awarded Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD SPIN number, then at the discretion of the District, the contract may be terminated. Billing method will be in SPI form (Service Provider Invoice): The Vendor will only invoice Rowland Unified School District for the non-discounted portion of the costs after the E-rate discount is applied.

The Vendor will then invoice the SLD for the E-rate discounted portion. The Vendor must also provide the name, title and telephone number for a single point of contact of E- Rate questions.

The E-Rate program requires that all records be retained for at least ten (10) years. The Vendor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by SLD and/or the District, whichever is sooner.



The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Vendor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

26. E-Rate Funding

This RFP is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of contracts, the Rowland Unified School District may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely as the discretion of Rowland Unified School District. Vendors wishing to bid are doing so solely at their own risk. Rowland Unified School District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with this proposal and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each bidder/Vendor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the Rowland Unified School District cancel the project.

27. Invoice the Universal Services

Invoicing the E-Rate Administrator, USAC, is required to collect payment of Non-discounted share of Contract cost. It is required that the contractor specifies whether the customer bills will be the total cost of the service or only the Non-Discounted share of the contract cost. Contractor may provide applicants with discounted bills and submit the SPI to request payment from USAC for the amount of USF support to be paid. Contractors agree to sign the BEAR form when the applicant has paid the entire cost of services to the service provider. In all cases, USAC pays support to the contractor after invoicing process is completed and the Service Provider Annual Certification Form (Form 473).

28. E-Rate In-eligible Costs

Bidders must include complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation and sales tax. Any E-rate ineligible costs must be submitted on a separate bill of materials.

29. Right to Source Program

If Vendor, whether directly or through a successor or affiliate, shall cease to be in the hardware/software business, or cease to support the submitted application, or if Vendor should be declared bankrupt or insolvent by a court of competent jurisdiction, Rowland Unified School District shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source program of the object programs supplied under this agreement, and single copy of the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to the District shall be subject to each and every restriction on use set forth in the request for proposal. **VENDORS' MUST STIPULATE THEIR POLICY REGARDING SOURCE CODE.**

30. System Availability

The proposals submitted must describe a system where all elements are currently available and will not include “futures” or “drawing board” elements. “Futures” or “Drawing Board” elements,

if included, must be explicitly labeled as such and may serve only for information purposes and not be used to satisfy a requirement stipulated in the RFP.

31. Vendor Inquiries

All questions and/or clarifications regarding the submission and/or technical specifications regarding this proposal must be received in writing and directed to Rosana McLeod at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org). Emails must be titled as follows: **RUSD RFP No. 2022/23: (R6) - RFI [CompanyName]**. All requests for information or requests for clarifications must be submitted by the date and time specified in the Response Timeline. All responses will be sent to each Vendor known to have received the Request for Proposal, through an addendum posted on the district's website under the Purchasing Services subpage. Questions submitted after the deadline will not be responded to.

32. Communications

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

33. Proposal Confidentiality

All proposals received shall remain confidential, to the extent permitted by law until negotiations between the District and Vendor are complete; thereafter, the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification of exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page. The District will consider a Vendor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order. It is understood that the District is subject to the California Public Records Act (Gov. Code Section 6550, et seq.). If a public records request is made to view Vendor's proprietary and confidential information, the District shall notify Vendor of the request and the date that such records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining that disclosure, the District will release requested information on the date specified. All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the Vendor's expense.

34. Notification

Vendors whose proposals are rejected will be notified in writing at the address given in the proposal.

35. Taxes

The District is subject to State of California Sales and Use Tax. Proposal prices shall include

allowances for all taxes including but not limited to all Federal, State and Local taxes.

36. Subcontracting Procedure

No performance of the contract or any portion thereof shall be assigned or subcontracted by the Vendor without the expressed written consent of the District. Any attempt by the Vendor to assign or subcontract any performance of the terms of this contract without the expressed written consent of the District will constitute a breach of this contract. Whenever the Vendor is authorized by the District to subcontract or assign, he will include all the terms of this contract to each such subcontract or assignment.

Every subcontractor shall be bound by the terms of the contract as far as it is applicable to the performance of the work. Nothing herein shall create any contract between any subcontractor and the District, or any obligation of the part of the District to pay, or see to the payment of any sums to any subcontractor by the Vendor.

In accordance with Public Contract Code §4104, the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.), each Bidder shall submit, on the form of Subcontractors List included with the Contract Documents, a list of its proposed Subcontractors for the proposed Work, including any Alternate Bid Items, who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work. The Subcontractors List consists of five (5) columns, each of which requires the Bidder's disclosure of information relating to each listed Subcontractor as follows:

- Column A Name of Subcontractor
- Column B Subcontractor's Address
- Column C Subcontractor's Portion of the Work
- Column D Subcontractor's California Contractors' License and DIR Registration number
- Column E DVBE

Columns A, B, C and D of the Subcontractors List must be completed by the Bidder for each Subcontractor identified by the Bidder in its Subcontractors List submitted concurrently with the Bidder's Bid Proposal.

Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

37. News Releases

News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of the District's Superintendent.

38. Disposition of Proposal

All materials submitted in response to this request for proposal will become the property of the District and will be returned only at the District's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record as subject to the Public

Records Act. However, confidential financial information submitted in support of the requirement to show Vendor's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

39. Insurance

Vendor shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

a) Vendor's Liability Insurance

- i) Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverage with the following minimum coverage amounts:
  - (1) Workers Compensation Insurance In accordance with applicable law
  - (2) Employers Liability Insurance \$1,000,000
  - (3) Commercial General Liability Insurance
    - (including coverage for bodily injury, death, property damage and motor vehicle liability)
  - (4) Per Occurrence \$2,000,000
  - (5) Aggregate \$5,000,000

b) Subcontractor's Liability Insurance

- i) In accordance with Article 6.5 of the General Conditions, each subcontractor shall obtain and maintain the following insurance coverages in the following minimum coverage amounts:
  - (1) Workers Compensation Insurance In accordance with applicable law
  - (2) Employers Liability Insurance \$1,000,000
  - (3) Commercial General Liability Insurance
    - (including coverage for bodily injury, death, property damage and motor vehicle liability)
  - (4) Per Occurrence \$1,000,000
  - (5) Aggregate \$2,000,000

Such liability insurance policies shall name the District as an additional insured and shall agree to defend and indemnify the District against loss arising from operations performed under the contract.

40. System Performance

Not restricted by any other item, condition, disclaimer, warranty or guarantee, the Vendor represents and warrants that the system will perform the functions described in its product specifications and its proposal and the system will operate in the proposed configuration and the cost set forth.

41. Software Integrated Performance

Within the definition of the system described by the Vendor's proposal and resulting agreement,

the vendor acknowledges that the nature of this procurement requires that each component function in accordance with its specification and be integrated and operate successfully with all other components of the system.

42. *Invoicing and Payment Schedule*

Once the service is fully “tuned up” and accepted by the District, the Vendor may invoice the District monthly for the agreed upon monthly service charge and for the agreed upon number of months. Vendor shall include with its invoice a line-item account of the costs and materials used during that month. The District may reduce the amount paid for a month when agreed upon service levels are not achieved pursuant to procedures set forth in the contract between the District and the Vendor Any agreed upon, one-time (i.e., non- recurring) charges shall be invoiced within 120 days after the Vendor and District agree that the related work is complete.

43. *Cancellation for Insufficient or Non-Appropriated Funds*

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government under the E-Rate Program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non- availability or non-appropriation of sufficient funds.

44. *Assignment of Contract*

The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

45. *Binding Effect*

This agreement shall inure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

46. *Disputes*

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Seller shall submit to the District’s Superintendent or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the District, on its own initiative, has already rendered such a final decision. Seller’s written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Seller shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Seller believes the District is liable.

Pending the final resolution of any dispute arising under, related to or involving this Contract, Seller agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the District’s instructions. Seller’s failure to diligently proceed in accordance with the District’s instructions shall be

considered a material breach of this Contract.

Any final decision of the District shall be expressly identified as such, shall be in writing, and shall be signed by the District Superintendent or designee. If the District fails to render a final decision within 90 days after receipt of Seller's demand, it shall be deemed a final decision adverse to Seller's contentions. The District's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

47. Severability

If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

48. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

49. Prevailing Law

In the event of any conflict or ambiguity between these instructions and State and Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements.

50. Governing Law and Venue

The final contract between Vendor and the District shall be assembled and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of the final contract. Venue shall only be with the appropriate state or federal court located in Los Angeles County, California.

51. Acceptance Testing

Acceptance testing will begin when components are installed, the service has been "tuned up," and the Vendor informs the District that the service is functioning according to specifications and agreed upon service levels.

52. Clarifications and Corrections

The right is reserved, as the interests of the District may require, to revise or amend the RFP Documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Vendors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals. Any clarifications or corrections to the RFP Documents will not be considered valid unless it is provided in writing by the District to all Vendors as a numbered Addendum.

53. Local Account Team

Local account team support must be available and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor's team and shall have the right to request removal of personnel it considers unsuitable. The Vendor shall not substitute members of its account team without prior written notification to the District. New members assigned to the District's account team shall have a trial period of three months; during this period, the District may request that the new member be replaced. At the District's discretion, semi-annual status meetings shall be held with the Vendor's account team or upon request by the District. These meetings shall include a written problem escalation procedure review as a standard agenda item.

54. Coordination

The Vendor shall coordinate installation schedules with the District and their designated agent(s). The Vendor shall be responsible for placing all service orders with local and long-distance telephone companies. The Vendor shall appoint a project manager from the account team. The Project Manager shall be the primary point of contact for the Vendor during the implementation process. The Vendor shall prepare a separate plan for changing the District's communication services from their vendor(s) as well as establishing new services. If necessary, the Vendor will also coordinate with the District's support vendor for the PBXs during the installation process. The Vendor's implementation plan shall be reviewed and approved by the District's IT team.

55. Notice of Labor Dispute

Whenever Vendor has knowledge that any actual or potential labor dispute may delay the implementation of the services contracted from Vendor, Vendor shall immediately notify and submit all relevant information to the District. Vendor shall insert the substance of this entire clause in any subcontract hereunder.

56. Guarantee

The District requires that the INTERNAL CONNECTIONS ACQUISITION components provided by the Vendor shall be guaranteed for a minimum of one (*I*) year after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction to the District without expense to the District.

57. Warranty

**All warranties must be clear, concise and in writing.** Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplies or created interfaces and any ancillary product that is purchased from the awarded Vendor. In addition, the awarded Vendor will warrant and guarantee the seamless integration and interface modules proposed herein.

Vendor(s) must warrant that the specifications, capabilities and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent your agreement to these conditions.

58. Vendor Protest

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are compiled with:

- (a) The protest is in writing;
- (b) The protest is filed and received by the District’s Director of Purchasing not more than three (3) calendar days following the date of the District Notice of Intent to Award;
- (c) The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
- (d) Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District’s Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District’s written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District’s intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District’s intent to award the Contract, or the District’s determination to reject all proposals.

59. Vendor Certification Regarding Background Checks

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the District, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, Proposer must provide the District with a list of all employees providing services pursuant to the contract and this RFP with the District, and designate which sites such employees will be assigned. In performing the services set forth in this RFP, Proposer shall not utilize any employees who are not included on the above-referenced list. At District’s sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Proposer’s employees will have only “limited contact” with pupils.

60. Conduct Rules for Vendors

Each Vendor/subcontractors, when performing work/services on Rowland Unified School District properties shall adhere to the rules of conduct.

61. Wage Rates, Travel and Subsistence

- (a) Pursuant to Labor Code Sections 1770 et. Seq., 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 the contract. Copies are available from the DISTRICT to any interested party on request, and are also available from the Director of the Department of Industrial Relations website at ([www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd)). **The CONTRACTOR shall obtain**



**copies of the above-referenced prevailing wage sheets and post and a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.**

- (b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- (c) Holiday and overtime work, when permitted by law, shall be paid at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- (d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. **It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.**
- (e) Job Site Posting (SBX 2-9). On each job site that is subject to compliance monitoring by the Department of Industrial Relations, the Awarding Body shall post or require the prime contractor to post a Notice containing Compliance and Monitoring information.

62. Electrician (C-10 License) – Senate Bill 1362.

Pursuant to the requirements of SB 1362 and CA Labor Code Section 3099.2, all employees performing electrical work for a general contractor or subcontractor holding a C-10 license must be certified. If employees working on a project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the general contractor/subcontractor to corrective action up to and including being removed from the project

**ROWLAND UNIFIED SCHOOL DISTRICT  
SPECIAL CONDITONS**

**For**

**RFP NO. RUSD 22/23 (R6)**

**STARTING AND COMPLETION DATES**

All work to be done as specified in RFP NO. RUSD 22/23 (R6), will be specified in the District's "Notice to Proceed" letter to the Vendor.

**WORK HOURS**

All work will be performed without interruption to classroom instruction and office staff. Most work will need to be performed outside of normal school hours (7:30 AM - .

Each campus will have up to three (3) priority Admin buildings that will need to be completed with as little-to-no downtime as possible

- i. Blandford Elementary – *Administration and Multi-Purpose Room (MPR)*
- ii. Jellick Elementary – *Administration and MPR*
- iii. Northam Elementary – *Administration and MPR*
- iv. Villacorta Elementary – *Administration and MPR*
- v. Telesis Academy – *Administration, Food Center, and MPR*
- vi. Ybarra Academy – *Administration and MPR*

(b) Service Provider shall cleanup work area every day at the end of each day

Proposals must contain all requested information about the Vendor as well as pricing identified in the Pricing Proposal Form. Proposals should be complete and prepared to provide an insightful, straightforward, and concise overview of the Vendor's Proposal

**Note:** Scheduling timeframes will be discussed at the Pre-Construction Meeting with the awarded Vendor. Based on the notice to proceed, the contractor will be given 3 months to complete the project. Contractors can schedule their tasks to best meet their requirements and the project timeframe.

**SUSPENSION AND DEBARMENT CERTIFICATION**

The Vendor will be required to complete the Suspension and Debarment Certification U.S. Department of Agriculture form (enclosed) and **must be submitted with your proposal**. Review the attached Debarment Instruction for Certification and Certification and Disclosure Statement.

**PREVAILING WAGES & DAVIS BACON WAGES**

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 the work is to be performed for each craft, classification or type of work needed to execute the contract. These per diem rates, including holidays 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 Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the contract and to comply with the District's Labor Compliance Program. In accordance with 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Davis Bacon Act – The Contractor and/or Subcontractor(s) will be required to pay the higher prevailing wage between the State Prevailing Wage Determination and the Davis Bacon Wage Determination for Federal funded projects. Reference the Wage Determination Online.Gov website: <http://www.wdol.gov> for more information.

### **CERTIFIED PAYROLL RECORDS REQUIRED**

- (a) The Contractor and each subcontractor shall maintain Certified Payroll and basic records required under the Labor Code and applicable Industrial Welfare Commission and shall preserve them for a period of three (3) years thereafter for all trade workers working on District project for submittal to the District at times designated in the contract or within ten (10) days upon request. The Contractor shall be responsible for all submittal of payroll records of all its subcontractors. All Certified Payroll Records shall be accompanied by a statement of compliance signed by the Contractor or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the employee conform with the work performed.
- (b) Certified Payroll Records must be submitted with the pay requests.**
- (c) In accordance with the California Labor Code Section 1776 (g), if the Contractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the State or Political Subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

### **SERVICE PROVIDER/VENDOR MINIMUM REQUIREMENTS**

- (a) Vendors must make themselves thoroughly familiar with any rules or regulations set forth by the E-Rate Program. Vendors shall provide all necessary E-Rate and contracting credentials necessary pursuant to E-Rate procurement requirements located at: <http://www.usac.org/sp/>.
- (b) Vendors shall be and remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This procurement is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the procurement at its sole discretion. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division ("SLD") of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at <https://www.usac.org/e-rate/>.
- (c) Cabling Contractor must be a manufacturer certified installer and provide a minimum 20-year manufacturer warranty. Bidder must include a current certificate of authorization with bid response.

- (d) The Manufacturer Cabling System shall be installed by the prime bidder, no subcontracting is allowed. Subcontracting is allowed for trenching, bonding and grounding, coring, and firestopping.
- (e) Vendors must be capable of providing local sales support and on-site technical support. Vendors must have a physical presence within 50 miles of the District's administrative offices, and have on-staff support engineers.
- (f) Vendors must have experience in integrating the equipment called for under this RFP into an existing network configuration such as that currently in place at the District.
- (g) Engineers should be fully qualified e.g. CCNA, CCIE or equivalent.
- (h) It is preferred to the District that engineers be CCIE qualified or equivalent.
- (i) Contractor must have internal manpower to efficiently start large scale projects within 2 weeks from the date identified on the Notice to Proceed per site unless extended in advance with prior written District approval.
- (j) The contractor is responsible for knowledge and application of current versions of all applicable standards and codes. In cases where listed standards and codes have been updated, Contractor shall adhere to the most recent revisions.
- (k) All data cabling must comply with all current building / electrical / and communications code, these include the most current revisions of the following:
  - i. NEC® 2011: National Electric Code®, 2011.
  - ii. ANSI/TIA-568-C.0 – Generic Communications Cabling for Customer Premises
  - iii. ANSI/TIA-568-C.1 thru C.3 – Commercial Building Telecommunications Cabling Standard
  - iv. ANSI/TIA-569-C – Commercial Building Standard for Telecommunications Pathways and Spaces
  - v. ANSI/TIA-606-B – The Administration Standard for the Telecommunications Infrastructure of Commercial Building
  - vi. ANSI/TIA-607-B – Commercial Building Bonding and Grounding (Earthing) Requirements for Telecommunications
  - vii. TIA-758-B – Customer Owned Outside Plant Telecommunications Infrastructure Standard
  - viii. TIA-526-7 – Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant – OFSTP-7
  - ix. TIA-526-14-A – Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant – OFSTP-14A
  - x. TIA-598-C – Optical Fiber Cable Color Coding
  - xi. TIA-598-D – Optical Fiber Cable Color Coding
  - xii. TIA-942 – Telecommunications Infrastructure Standard for Data Centers
  - xiii. BICSI-TDMM – Building Industries Consulting Services International, Telecommunications Distribution Methods Manual Revision 13

### **ABATEMENT**

- (a) All removal and disposal of old cable and other materials is the responsibility of the Service Provider.

**CABLE SERVICE LOOP**

- (a) All equipment racks and enclosures shall have all cabling with three (3) meters service loop outside of enclosure, above enclosure/rack against vertical wall or in ceiling.
- (b) All cabling shall not be pulled taut in vaults and shall be properly secured to the side of vault with one (1) meter service loop in each vault it passes through.
- (c) All horizontal copper cabling in each room location shall have a four (4) meters service loop in ceiling.

**TRENCHING**

- (a) If needed, excavation and trenching operation shall be repaired to original or better.

**TESTING**

- (a) Contractor shall utilize both an Optical Time Domain Refractometer (OTDR) and a power loss tester. Some OTDR's have both capabilities built-in and this is acceptable. Contractor shall submit a written and signed report, that all terminated fiber optic cables are within manufacturer's specifications. The OTDR shall have been certified within the past 12 months prior to start of the work. A copy of the certification shall be presented to the District Representative prior to the start of testing
- (b) All fiber testing shall be performed on all fiber strands in the completed end to end system. There shall be no splices. Testing shall consist of a bi-directional end to end power meter test. The system loss measurements shall be 1320 and 1550 for single mode fibers
- (c) The contractor shall test all light-guide cable prior to the installation for the cable. The contractor shall assume all liability for the replacement of the cable should it be found defective during the warranty period
- (d) The standard eight basic fiber-optic cable tests shall be performed in addition to any others the contractor generally provides:
  - i. Distance Test
  - ii. Fiber-loss Test
  - iii. Event Loss Test
  - iv. Link Loss Test
  - v. Return Loss Test
  - vi. Link-Return Loss Test
  - vii. End to End Loss Test
  - viii. OTDR graph
- (e) All terminated fiber strands shall be tested and written results provided to the District Representative
- (f) Any fiber-optic pairs not meeting manufacturer specifications shall be repaired or replaced by the Contractor at no further cost to the District
- (g) All horizontal copper network cables shall be tested in compliance with EIA/TIA TSB67 specifications for Category 6A cable
- (h) All terminated copper strands shall be tested and written results provided to the District

### Representative

- (i) Any copper pairs not meeting manufacturer specifications shall be repaired or replaced by the Contractor at no further cost to the District

### **COMPLETION**

- (a) Each school installation will be considered complete after the following have been accomplished:
  - i. All system testing has been completed; Installer assures that entire system is in working order
  - ii. All Cable Test Forms have been submitted to the District in both hard and soft copy
  - iii. All ceiling panels previously removed have been put back in place.
  - iv. All system labels have been put in place
  - v. All construction debris and scrap materials have been removed from project site
  - vi. All marked up, project record documents have been returned to the District
  - vii. All unused customer material has been returned to the District
  - viii. The District has successfully completed acceptance testing of the network installation
- (b) **The District's Technology Department has inspected and accepted the installation in writing**

### **TRADE NAMES AND ALTERNATIVES**

For convenience in designation on the plans or in the specifications, certain articles, or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract

## **TECHNICAL SPECIFICATIONS RFP RUSD 22/23 (R6)**

### **Internal Connections Acquisition - Category II**

#### **BACKGROUND**

In order to meet the growing technology needs of students and teachers in the Rowland Unified School District and to better accommodate additional mobile devices in educational programs at the sites, the District wishes to install a new fiber optic backbone and horizontal copper cabling data infrastructure in all currently utilized classrooms and other academic spaces. The Vendor will be responsible for the installation of additional fiber optic and copper cabling (Cat 6a Ethernet) from each building's IDF to each classroom including materials and labor as described in the specifications below.

#### **REQUIREMENTS**

The proposed installation must meet the following minimum requirements:

- Installation, testing and labeling is to be done in a professional manner and must be in accordance with the current TIA/EIA Telecommunications Building Wiring Standards.
- Upon completion, the entire system must be certified to run from point to point. Paper and electronic copy of test results is to be provided to the District as outlined in the testing section of this RFP.
- Proposals will include all materials and labor necessary to provide a complete end to end solution as specified here.
- District personnel will rearrange current rack equipment as needed to ensure contractors have the ability to install new fiber trays at top of rack(s).
- When penetrating any fire rated barrier, a 2" diameter EMT with no less than 8" on each side with grommets and fire caulking around the sleeve at penetration provided and installed by vendor.
  - 1) No more than 38% filled shall be installed whenever penetration through fire stop wall is needed.
  - 2) Schools should be considered to have a firewall between each classroom.
  - 3) Any firewall penetration must have a sleeve installed as per local and federal fire/electrical standards.
- Vendors must use existing conduit pathways between buildings for fiber backbone.
- All cable, unless otherwise specified, is to be:
  - 1) Fiber Optic
    - a) Single Mode (OS2) 9/125
    - b) LC type connectors terminated on both ends of all fiber strands
    - c) Twelve (12) strands of fiber
    - d) Gel filled and suited for outdoor and underground conduit installation
    - e) Must be capable of a minimum speed of 40Gbps
    - f) Must be installed in 1" corrugated type innerduct (orange in color) when running outside of conduit
      - It is not necessary to run innerduct in underground pull vaults/boxes. However, innerduct must be used anytime the fiber leaves conduit within the buildings. Fiber MUST be labeled within each pull out/box with appropriate highly visible machine generated weather resistant caution labels
    - g) Must be direct connections between MDF and IDF with continuous sheath and no joints or splices
    - h) Each Fiber Optic cable shall be identified with a pre-established uniform numbering system. Identification will be securely attached to the cable at each end, whenever it enters or leaves a conduit, and at the MDF and IDF

- 2) Category 6A,
  - a) Must be certified at or above Cat6A
  - b) Yellow Jacket 4 pair UTP;
  - c) UL Plenum rated,
  - d) Tested and certified data connections to 1000 Mbps. All patch cables are to be factory manufactured
  - e) Must be direct connections between IDF and each room ceiling location with continuous sheath and no joints or splices
  - f) Each Copper Horizontal cable shall be identified with a pre-established uniform numbering system. Identification will be securely attached to the cable at each end, whenever it enters or leaves a conduit, and at the patch panel and biscuit/face plate

### **SCOPE OF WORK**

Job walk is REQUIRED for proposal to be accepted.

Job walk is scheduled for 1/20/2023 at 9:00am

- 1) Job walk will begin at Blandford Elementary School
  - i) 2601 S. Blandford Drive, Rowland Heights, California 91748
- 2) Schedule of remaining sites will be discussed on job walk
- 3) Job walk will assist in solidifying cable lengths (*cable lengths provided in this RFP are estimates only and it is the sole responsibility for the Vendor to solidify actual cable lengths needed*).
  - i) See Site Electrical/Data Pathway Plans (**Exhibit “J”**) Attached
  - ii) See Site Network Maps (**Exhibit “K”**) Attached
  - iii) All cables must be installed with service loops as defined within the “Service Loop” section of this RFP
- 4) Installation of new single mode (OS2) 9/125 fiber optic backbone connecting MDF to all IDF’s at the following locations:
  - (1) Blandford Elementary School (BLA)
    - (a) 12 fiber runs
    - (b) 445 foot average
  - (2) Jellick Elementary School (JEL)
    - (a) 5 fiber runs
    - (b) 410 foot average
  - (3) Northam Elementary School (NOR)
    - (a) 11 fiber runs
    - (b) 546 foot average
  - (4) Villacorta Elementary School (VIL)
    - (a) 12 fiber runs
    - (b) 395 foot average
  - (5) Telesis Academy (TEL)
    - (a) 6 fiber runs
    - (b) 599 foot average
  - (6) Ybarra Academy (YBA)
    - (a) 7 fiber runs
    - (b) 471 foot average
  - i) Fiber optics must be Single Mode (OS2) 9/125 and meet all other specification outlined in the Requirements section of this RFP
  - ii) New 1U fiber optic trays/patch panels to be supplied and installed in individual IDF’s at top of rack
    - (a) Wall mount fiber patch panel is acceptable in locations where rack mount is unavailable with



- approval from District on a case-by-case basis
- iii) New High-Density fiber optic trays/patch panels to be supplied and installed in MDF at top of rack
  - (a) Wall mount fiber patch panel is acceptable in locations where rack mount is unavailable with approval from District on a case-by-case basis
- iv) Terminate all fiber strands at each end of the cable with LC type connectors
- v) Provide Fiber Patch cables for each building connection
- vi) Fiber patch cable must contain LC-LC connections
- vii) Fiber patch cable must be 2-meters in length
- viii) Fiber patch cable must be duplex, single mode (OS2) 9/125
- ix) Total Project Quantity of Single Mode Duplex Fiber Patch Cables needed: 106
- 5) Installation of two (2) new Copper Horizontal links connecting each room location to each IDF at the following locations:
  - (1) Blandford Elementary School (BLA)
    - (a) 37 Classroom\Academic Rooms
    - (b) 70 foot average
  - (2) Jellick Elementary School (JEL)
    - (a) 31 Classroom\Academic Rooms
    - (b) 60 foot average
  - (3) Northam Elementary School (NOR)
    - (a) 39 Classroom\Academic Rooms
    - (b) 72 foot average
  - (4) Villacorta Intermediate School (VIL)
    - (a) 43 Classroom\Academic Rooms
    - (b) 110 foot average
  - (5) Telesis Academy (TEL)
    - (a) 46 Classroom\Academic Rooms
    - (b) 74 foot average
  - (6) Ybarra Academy (YBA)
    - (a) 39 Classroom\Academic Rooms
    - (b) 70 foot average
- i) Classroom\Academic side termination for copper horizontal runs must meet the following:
  - (1) For drop ceilings (“T”- Grid)
    - (a) Termination above ceiling grid in biscuit style enclosure and meet service loop specifications
  - (2) For hard-top ceilings
    - (a) Termination at ceiling grade (flush-mounted) in single-gain standard face plate and meet service loop specifications
- ii) Copper Horizontal runs must be certified at or above Cat6A and meet all other specification outlined in the Requirements section of this RFP
- iii) New 1U copper patch panel to be supplied and installed in individual IDF’s
  - (a) Wall mount patch panel is acceptable in locations where rack mount is unavailable with approval from District on a case-by-case basis
- iv) Provide two (2) Copper Patch cables for each horizontal run installed
  - (a) One (1) 1-meter in length (YELLOW Jacket)
  - (b) One (1) 2-meter in length (WHITE Jacket)
- v) Copper patch cable must contain RJ-45 to RJ-45 connections
- vi) Copper patch cable must be equal or better than the category rating of the installed copper horizontal cabling

- vii) Cable runs should be in-wall, if surface raceway is needed district approval must be obtained
- viii) Nonmetallic Panduit LD08IW5-A and corresponding connectors or equivalent must be used if needed for surface mounted copper pathways.
- ix) Total Project Quantity of 1-meter Copper Patch Cables needed: 436
- x) Total Project Quantity of 2-meter Copper Patch Cables needed: 436
- 6) Current correlating patch panels/trays located in MDF and IDF locations must be maintained in current condition and functionality.
- 7) Labeling of all terminations will be done to industry standards and machine generated
- 8) Mounting and support of all installed fiber and copper cabling will be done to industry standards

**ADDITIONAL NOTES**

Vendor will be required to include all factory manufactured Cat6a UTP patch cables to connect new cabling from the patch panels to the existing switching components.

The District Office IT Department will test cabling and patch panels for functionality. If it is determined that the installation has not been completed to District specifications, the vendor will be required to make all necessary changes to ensure functionality and performance. No change orders will be accepted.

As part of this RFP, it is required that the VENDOR assigns a project manager as a single point of contact for all District communications including but not limited to technical support for system troubleshooting. The District Office IT Department and the Vendor Project Manager will meet once a week, every week until successful completion of scope of RFP. The project manager will develop a project schedule and timelines for KEY tasks, provide status updates, review the progress and provide a clear plan of implementation for the cut over.

Furthermore, after complete implementation has commenced, the Vendor must provide a phone number as a single point of contact that the District IT staff can contact for any technical support query.

**LOCATIONS (School sites included in this project):**

Blandford Elementary School (BLA)  
 2601 S. Blandford Drive  
 Rowland Heights, CA 91748

Villacorta Elementary School (VIL)  
 17840 E. Villa Corta Street  
 La Puente, CA 91744

Jellick Elementary School (JEL)  
 1400 S. Jellick Avenue  
 Rowland Heights, CA 91748

Telesis Academy of Science and Technology (TEL)  
 2800 E. Hollingworth Street  
 West Covina, CA 91792

Northam Elementary School (NOR)  
 17800 E. Renault Street  
 La Puente, CA 91744

Ybarra Academy of Arts and Technology (YBA)  
 1300 Brea Canyon Cut-Off Road  
 Walnut, CA 91749

**CABLE INSTALLATION LOCATIONS AND COUNTS**

<b>Buildings Identified for Fiber Optic Backbone Replacement, Fiber Patch Cable, and Copper:</b>							
<b>Site</b>	<b>Building/ IDF</b>	<b>E-Rate Eligible</b>	<b>Fiber Backbone</b>	<b>1-Meter Copper Patch Cable</b>	<b>2-Meter Copper Patch Cable</b>	<b>2-Meter Fiber Patch Cable Count (MDF + IDF)</b>	<b>Estimated Fiber Backbone Length (FT)</b>
BLA	BLA-MDF	Yes	NO	4	4	12	N/A
BLA	BLA-CAFE-IDF	Yes	Yes	2	2	1	250
BLA	BLA-KBldg-IDF	Yes	Yes	4	4	1	175
BLA	BLA-P15-IDF	Yes	Yes	6	6	1	430
BLA	BLA-10Wing-IDF	Yes	Yes	6	6	1	195
BLA	BLA-20Wing-IDF	Yes	Yes	6	6	1	170
BLA	BLA-30Wing-IDF	Yes	Yes	6	6	1	220
BLA	BLA-Rm36-IDF	Yes	Yes	6	6	1	350
BLA	BLA-40Wing-IDF	Yes	Yes	6	6	1	475
BLA	BLA-50Wing-IDF	Yes	Yes	6	6	1	550
BLA	BLA-Rm63-IDF	Yes	Yes	10	10	1	750
BLA	BLA-Rm68-IDF	Yes	Yes	8	8	1	800
BLA	BLA-Rm91-IDF	Yes	Yes	4	4	1	980
<b>BLA Sub Totals</b>				<b>74</b>	<b>74</b>	<b>24</b>	
JEL	JEL-MDF	Yes	NO	4	4	5	N/A
JEL	JEL-MP-BLDG-IDF	Yes	Yes	34	34	1	325
JEL	JEL-KBldg-IDF	Yes	Yes	8	8	1	300
JEL	JEL-P3-IDF	Yes	Yes	6	6	1	400
JEL	JEL-P4-IDF	Yes	Yes	4	4	1	525
JEL	JEL-P7-IDF	Yes	Yes	6	6	1	500
<b>JEL Sub Totals</b>				<b>62</b>	<b>62</b>	<b>10</b>	
NOR	NOR-MDF	Yes	NO	2	2	11	N/A
NOR	NOR-KBldg-IDF	Yes	Yes	4	4	1	180
NOR	NOR-1Wing-IDF	Yes	Yes	8	8	1	250
NOR	NOR-10Wing-IDF	Yes	Yes	6	6	1	275
NOR	NOR-20Wing-IDF	Yes	Yes	6	6	1	275
NOR	NOR-30Wing-IDF	Yes	Yes	4	4	1	550
NOR	NOR-40Wing-IDF	Yes	Yes	6	6	1	510
NOR	NOR-50Wing-IDF	Yes	Yes	6	6	1	550
NOR	NOR-Rm66-IDF	Yes	Yes	10	10	1	610
NOR	NOR-Rm70-IDF	Yes	Yes	20	20	1	510
NOR	NOR-CAFE-IDF	Yes	Yes	2	2	1	625
NOR	NOR-FRC-Clinic-LDF	NO	Yes	4	4	1	820
<b>NOR Sub Totals</b>				<b>78</b>	<b>78</b>	<b>22</b>	

Site	Building/ IDF	E-Rate Eligible	Fiber Backbone	1-Meter Copper Patch Cable	2-Meter Copper Patch Cable	2-Meter Fiber Patch Cable Count (MDF + IDF)	Estimated Fiber Backbone Length (FT)
VIL	VIL-MDF	Yes	NO	2	2	12	N/A
VIL	VIL-10Wing-LDF	Yes	Yes	8	8	1	700
VIL	VIL-20Wing-IDF	Yes	Yes	6	6	1	600
VIL	VIL-30Wing-IDF	Yes	Yes	6	6	1	300
VIL	VIL-40Wing-IDF	Yes	Yes	4	4	1	175
VIL	VIL-50Wing-IDF	Yes	Yes	6	6	1	200
VIL	VIL-60Wing-IDF	Yes	Yes	6	6	1	275
VIL	VIL-70Wing-IDF	Yes	Yes	6	6	1	525
VIL	VIL-80Wing-IDF	Yes	Yes	8	8	1	600
VIL	VIL-P87-IDF	Fiber Yes /	Yes	6	6	1	750
VIL	VIL-P6-IDF	Yes	Yes	20	20	1	250
VIL	VIL-KWing-IDF	Yes	Yes	4	4	1	250
VIL	VIL-CAFE-IDF	Yes	Yes	4	4	1	400
VIL Sub Totals				86	86	24	
TEL	TEL-MDF	Yes	NO	18	18	6	N/A
TEL	TEL-ABldg-IDF	Yes	Yes	20	20	1	320
TEL	TEL-BBldg-IDF	Yes	Yes	22	22	1	500
TEL	TEL-DBldg-IDF	Yes	Yes	22	22	1	400
TEL	TEL-PEBldg-IDF	Yes	Yes	4	4	1	675
TEL	TEL-NUTRSVCS-IDF	No	Yes	4	4	1	800
TEL	TEL-FoodCntr-IDF	No	Yes	2	2	1	900
TEL Sub Totals				92	92	12	
YBA	YBA-MDF	Yes	NO	4	4	7	N/A
YBA	YBA-MP-IDF	Yes	Yes	36	36	1	325
YBA	YBA-KBldg-IDF	Yes	Yes	4	4	1	350
YBA	YBA-T2-IDF	Yes	Yes	12	12	1	625
YBA	YBA-T5-LDF	Yes	Yes	4	4	1	425
YBA	YBA-P4-IDF	Yes	Yes	6	6	1	525
YBA	YBA-P7-LDF	Yes	Yes	8	8	1	650
YBA	YBA-P10-IDF	Yes	Yes	4	4	1	400
YBA Sub Totals				78	78	14	24470
<b>Project Totals</b>				<b>470</b>	<b>470</b>	<b>106</b>	

See Appendix II – Site Network Maps for more details

See Appendix III – Site Signal and Communication Plans for more details

**END OF TECHNICAL SPECIFICATION**

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## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

### **Signed copy to be returned with bid response.**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connections products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced price meals.

#### **1) E-RATE CONTINGENCY**

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

#### **2) SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the FCC and USAC throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://www.fcc.gov/licensing-databases/commission-registration-system-fcc>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of E-rate eligible costs per USAC guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the most currently available “Bulk Upload Template” located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices for must match the Bulk Upload Template or subsequent service substitutions.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the District and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price (“LCP”) pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's

website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. Service Providers are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and services. The Service Provider acknowledges that the Service Provider is solely responsible to complying with LCP requirements. To the extent that the FCC and/or USAC finds an LCP violation and reduces the E-rate Funding, the Service Provider agrees that it will not hold the District liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, Commitment Adjustments (“COMADS”) and/or Recovery of Improperly Disbursed Funds (“RIDFS”).
- e. The Service Provider attests that its offer does not violate the FCC’s Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC’s Website: <https://www.usac.org/about/reports-orders/supply-chain/>. The current list of prohibited equipment and services is listed here: <https://www.fcc.gov/supplychain/coveredlist>.
- f. The Service Provider acknowledges that the Service Provider is solely responsible to complying with the FCC’s ban on prohibited equipment and services posing a threat to National Security. To the extent that the FCC and/or USAC finds a violation of these requirements and reduces the E-rate Funding, the Service Provider agrees that it will not hold the District liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, Commitment Adjustments (“COMADS”) and/or Recovery of Improperly Disbursed Funds (“RIDFS”).
- g. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

## **EARLY FUNDING CONDITIONS**

### **Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Construction begins after selection of a service provider pursuant to a valid competitive bidding process;*
- *A Category One recurring service depends on the installation of the infrastructure;*
- *The service start date is on or after the start of the funding year; and*
- *No invoices (FCC Form 472 or FCC Form 474) can be dated prior to July 1 of the funding year.*


The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

### **Category 2**

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *Installation of Category Two non-recurring services may begin on the April 1 prior to the July 1 start of the funding year. No invoices (FCC Form 472 or FCC Form 474) can be certified prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 Internal Connections services.

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

## **5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a FCC Form 472, the District will inform the Service Provider of its intent.



- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

**6) FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any E-rate funding request resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Service Provider Name: \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PROPOSAL FORM**

**FOR**

**INTERNAL CONNECTIONS ACQUISITION  
E-RATE FUNDING YEAR 2023**

**RFP NO. RUSD 22/23 (R6)**

**PROPOSAL FORM**

TO: Rowland Unified School District,

Acting by and through its Governing Board, herein call the “District”:

1. Pursuant to and in compliance with your Notice to Vendor’s and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of contract and the cost of the work at the place where the services are to be done and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools,

expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the services required in connection with the following:

**INTERNAL CONNECTIONS ACQUISITION**

**E-RATE FUNDING YEAR 2023 RFP NO. RUSD 22/23 (R6)**

All in strict conformity with the specifications and other contract documents, the undersigned has thoroughly examined any and all addenda(s) issued during the proposal period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda[s]:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Bidder to list all addenda[s] (if any) on file at the office of the Technology Department of said District.

**For the lump sum of:**

\_\_\_\_\_  
(in words) (\$ \_\_\_\_\_)

**Schedule of Hardware/Software/Equipment:**

Description	Price	Quantity	Total	Eligible Y or N
Add additional lines as needed				
			Total Hardware/Software Eligible (including tax and shipping)	\$
			Total Hardware/Software Ineligible (including tax and shipping)	\$
Total Labor				\$

\*Prices must include applicable taxes, fees and licenses.

<p align="center"><b>Total HARDWARE PRICE (IN WRITTEN FORM)</b></p>	<p align="center"><b>Total HARDWARE PRICE (IN NUMBERS)</b></p> <p align="center">\$ _____</p>
<p align="center"><b>Total SOFTWARE PRICE (IN WRITTEN FORM)</b></p>	<p align="center"><b>Total SOFTWARE PRICE (IN NUMBERS)</b></p> <p align="center">\$ _____</p>
<p align="center"><b>Total LABOR AND INSTALLATION PRICE (IN WRITTEN FORM)</b></p>	<p align="center"><b>Total LABOR AND INSTALLATION PRICE (IN NUMBERS)</b></p> <p align="center">\$ _____</p>
<p align="center"><b>Total Ineligible Items (IN WRITTEN FORM)</b></p>	<p align="center"><b>Total Ineligible Items (IN NUMBERS)</b></p> <p align="center">\$ _____</p>

Signature of Bidder further confirms that the bidder is binding specified product with no exceptions.

2. It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Vendor's - Request for Proposal.
3. Each individual proposal term shall be determined from the specifications, and all other portions of the proposal documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the service: complete system consisting of software, hardware (Vendor required to supply minimum specifications on hardware), installation, data conversion, software customization, training, maintenance and software support, including standard District, State & Federal reports; and bonds and insurances; all as per the requirements of the proposal documents, whether or nor expressly listed or designated.
4. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the INTERNAL CONNECTIONS ACQUISITION are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.
5. The required Bid Bond is hereto attached.
6. The required Non-Collusion Affidavit is hereto attached
7. The required Vendor's Certificate Regarding Workers' Compensation is hereto attached.
8. It is understood and agreed that if written notice of intent to award this proposal is mailed, telegraphed, or delivered to the undersigned after the evaluation of proposals within the time this proposal is required to remain open, or at any time thereafter before the proposal is withdrawn, the undersigned will execute and deliver to the District a contract in accordance with the documents as accepted, and that he will also furnish and deliver to the District the Performance and Payment Bond as specified, all within Five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Vendor to proceed, and shall be completed by the Vendor in the time specified in the contract documents.

- 9. All notices or other correspondence should be addressed to the undersigned at the address stated below.

\_\_\_\_\_

\_\_\_\_\_

- 10. The names of all persons interested in the foregoing proposal as principals are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(IMPORTANT NOTICE:** If Vendor or other interested person is a **corporation**, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a **co-partnership**, state true name of firm, also names of all individual co- partners composing firm; if Vendor or other interested person is an **individual**, state first and last names in full).

- 11. If the Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that whose title is \_\_\_\_\_ and \_\_\_\_\_ whose title is \_\_\_\_\_ is/are \_\_\_\_\_ authorized to act for and bind the corporation.

- 12. The undersigned bidder shall be licensed and shall provide the following information:

Bidder’s California Contractor’s  
 License Number: \_\_\_\_\_  
 License Expiration date: \_\_\_\_\_  
 Name on License: \_\_\_\_\_  
 Type of License: \_\_\_\_\_

- 13. It is understood and agreed that if requested by the District, the Vendor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

- 14. Service Provider Identification Number (SPIN) \_\_\_\_\_  
 Federal Registration Number (FCC-FRN) \_\_\_\_\_

I, the below-indicated bidder, declare under penalty of perjury under the laws of the State of California, that the information provided and representations made in the proposal are true and correct.

---

Name of Bidder Firm– please print

---

Proper Name of Bidder – please print

---

Address

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder

**(Corporate Seal)**



**BID BOND (SECURITY)**

**(Note: If Bidder is providing a bid bond as its bid security,  
Bidder must use this form, NOT a surety company form.)**

The undersigned, \_\_\_\_\_ as Principal  
("Principal");

and \_\_\_\_\_ as Surety ("Surety"; a corporation  
organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to do business as a surety in the State of California) are held and firmly bound unto the  
**Rowland Unified School District** ("District") as Obligee, in the sum of \$ \_\_\_\_\_  
**Dollars**, lawful money of the United States, for the payment to the District will and truly to be made pursuant to  
the provisions herein. Principal and Surety each of us, bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the  
District for all Work specifically described in the accompanying bid and if the District awards the contract to  
the Principal and, within the time and manner required under the Contract Documents, after the prescribed  
forms are presented to Principal for signature, the Principal enters into a written contract, in the prescribed form  
in accordance with the bid, and files two bonds (one guaranteeing faithful performance and the other  
guaranteeing payment for labor and materials as required by law), and meets all other conditions to the contract  
between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save  
harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the  
written contract and to file the required performance and labor and material bonds, and to meet all other  
conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall  
be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall immediately issue  
full payment of the sum stated above to the Obligee upon notification from the Obligee that the Principal has  
not taken all steps to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for bids, or to the  
work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its  
obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all  
costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days  
from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety  
(90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF BID BOND (SECURITY) DOCUMENT

**NONCOLLUSION DECLARATION**  
**Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 the following date:

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

Proper Name of Bidder: \_\_\_\_\_

City, State: \_\_\_\_\_, \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF NONCOLLUSION DECLARATION DOCUMENT

**VENDOR’S CERTIFICATE**  
**REGARDING WORKER’S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

- (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, consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

\_\_\_\_\_  
Proper Firm Name of Bidder

\_\_\_\_\_  
Proper Name of Bidder – print name

By: \_\_\_\_\_  
Signature of Bidder

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

---

**CONDUCT RULES FOR VENDORS**

Each Vendor/subcontractors, when performing work on Rowland Unified School District properties shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All vendors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement.
5. All vendors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the proposal, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 etc. seq., the ROWLAND UNIFIED SCHOOL DISTRICT is a drug free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any vendor/subcontractors shall not be tolerated.
10. All vendors/subcontractors shall conform to a dress code whereby:
  - (a) No clothing that contains violent, suggestive, derogatory, obscene or racially biased material may be worn.
  - (b) Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any vendor/subcontractors may be sufficient grounds for immediate removal from the job-site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company’s employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Print Firm Name

\_\_\_\_\_   
Signature

\_\_\_\_\_   
Print Name

\_\_\_\_\_   
Title

**REFERENCES**

Provide at least five (5) current references, which include comparable work that has been performed as specified in RFP NO. RUSD 22/23 (R6), preferably school districts utilizing the proposed INTERNAL CONNECTIONS ACQUISITION, include the following information:

1. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

2. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

3. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

4. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

5. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

6. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:



**DEBARMENT AND SUSPENSION CERTIFICATION**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 Code of Federal Regulations Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department Agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Rowland U.S.D.**

\_\_\_\_\_  
Name of School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES**

**DEBARMENT INSTRUCTION FOR CERTIFICATION**

1. By signing and submitting this form/proposal, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that it's certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form/proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the awarded Vendor fails to provide the documents required bellow, the District may award the contract to the next responsible and responsive Vendor. All insurance provided by the bidder shall fully comply with the requirements set forth in Item No. 28 of the General Terms and Conditions of the contract documents.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverage’s set forth in Item No. 28 of the General Terms and Conditions, proper Proposal description, designation of the Rowland Unified School District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days’ cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be an ISO CG20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the District.

Incidents and claims are to be reported to the insurer at:

Attn:

\_\_\_\_\_

**(Contact Name)**

\_\_\_\_\_

**(Title)**

\_\_\_\_\_

**(Company)**

\_\_\_\_\_

**(Street Address)**

\_\_\_\_\_

**(City)**

\_\_\_\_\_

**(State)**

\_\_\_\_\_

**(Zip Code)**

\_\_\_\_\_

**(Telephone Number)**

\_\_\_\_\_

**(Fax Number)**

- 2. **Workers’ Compensation / Employer’s Liability Insurance:** Certificate of Workers’ Compensation Insurance meeting the coverage’s and requirements set for in the General Terms and Conditions, minimum of 30 days’ cancellation notice, proper Proposal description, waiver of subrogation and any applicable endorsements.
  
- 3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverage’s and requirements set forth in the General Terms and Conditions, minimum 30 days’ cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:

(Contact Name)	(Title)
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(Company)

(Street Address)

(City)	(State)	(Zip Code)
--------	---------	------------

(Telephone Number)	(Fax Number)
--------------------	--------------

Date

Vendor’s Firm Name

By: Signature

Title

**DIR REGISTRATION VERIFICATION**

I am the \_\_\_\_\_ of \_\_\_\_\_ (“Bidder”) submitting the  
(Title/Position) (Bidder Name)  
accompanying Proposal for the Work described as:

1. The Firm is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Firm’s DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder’s DIR Registration is \_\_\_\_\_, 20\_\_.
3. If the Firm is awarded the Contract for the Work and the expiration date of the Firm’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Firm’s completing all obligations under the Contract for the Work, the Firm will take all measures necessary to renew the Firm’s DIR Registration so that there is no lapse in the Firm’s DIR Registration while performing Work under the Contract.
4. The Firm, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Firm has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Proposal of the Firm is currently a DIR registered contractor.
6. The Firm has provided the DIR Registration Number for each subcontractor identified in the Firm’s Subcontractors’ List. The Firm will provide the District with the DIR Registration Number for each subcontractor identified in the Firm’s Subcontractors List.
7. The firm’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Firm’s Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name, typed or printed)

**VENDOR’S/CONTRACTOR’S CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following: **[Name of Vendor]**

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **Rowland Unified School District**, pursuant to the contract/purchase order dated \_\_\_\_\_,

and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment “A” is a list of the names of the employees of the undersigned who may come in contact with pupils.

**OR**

Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_  
Vendor’s Firm Name

\_\_\_\_\_  
Signature

By its: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**VENDOR’S/CONTRACTOR’S CERTIFICATION REGARDING BACKGROUND CHECKS**

**ATTACHMENT “A”**

**(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)**



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**DESIGNATED SUBCONTRACTORS LIST****Internal Connections Acquisition - Category II  
(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)****E-RATE FUNDING YR 2023  
RFQ/RFP # 2022/23: (R6)**

*TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IF USING SUBCONTRACTORS FOR APPROVED WORK*

1. **Listed.** Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. **CSLB Number.** Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
3. **DIR Number.** Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
4. **Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.
5. **No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.
6. **Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees that it is qualified to perform that scope of Work and will perform that scope of Work, or be subjected to penalty under applicable law.
7. **Alternate Work.** If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
8. **DVBEs.** Bidder must indicate which, if any, of its subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
9. **Bidders may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. within twenty-four (24) hours after bid opening.**
10. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

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

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>

**IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

**Internal Connections Acquisition - Category II  
(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)**

**E-RATE FUNDING YR 2023  
RFQ/RFP # 2022/23: (R6)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- 1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000).

**OR**

- 2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

- 3. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF IRAN CONTRACTING ACT CERTIFICATION DOCUMENT

**ROWLAND UNIFIED SCHOOL DISTRICT**  
**CONSTRUCTION CONTRACTOR**  
**FORMS AND AGREEMENT**

**STEP 1 – Employee Verification**

Are you a part-time or full-time employee of the Rowland Unified School District?  Yes  No

- If you responded affirmatively, STOP, you cannot be hired as a Contractor. Contact the Technology Department immediately for further assistance.
- If you responded negatively, please continue to Step II.

**STEP II – Form W-9**

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Rowland Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

Are you incorporated?  Yes  No

- If you responded affirmatively, please continue to Step III and disregard Form W-9 (attached).
- If you responded negatively, please complete Form W-9 and continue to Step III.

**STEP III – Form 590**

As directed by California Revenue and Taxation Code, Section 18662, the Rowland Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

Are you a resident of California, or do you have a permanent place of business in California?  Yes  No

*All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.*

- If you responded affirmatively, please disregard Form 590.
- If you responded negatively, please complete Form 590.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

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

**Appendix I**  
**AGREEMENT & BOND'S**

**Internal Connections Acquisition - Category II**  
**(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)**

**E-RATE FUNDING YR 2023**  
**RFQ/RFP # 2022/23: (R6)**

**AFTER AWARD:**  
**AGREEMENT & BOND'S**

**Internal Connections Acquisition - Category II**

**(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)**

**E-RATE FUNDING YR 2023  
RFQ/RFP # 2022/23: (R6)**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 (“**Contract**”), by and between \_\_\_\_\_ (“**Contractor**”) and **Rowland Unified School District** (“**District**”).  
Contractor and District may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

**1. Contract Price & Services.**

- a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in **Exhibit A** attached hereto (“**Services**” or “**Work**”) subject to the conditions below and for the price indicated below (“**Contract Price**”):

**[DESCRIBE SERVICES AND ATTACH SCOPE OF WORK IN EXHIBIT A]**

<b>Base Contract</b>	\$ _____ Dollars
----------------------	------------------

- 2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract (“**Terms and Conditions**”) attached hereto.

- 3. **Site.** Contractor shall perform the Work at \_\_\_\_\_ (“**Premises**” or “**Site**”). The “**Project**” is the scope of Work performed at the Site.

- 4. **Contract Time & Liquidated Damages.** Work shall be completed by \_\_\_\_\_, 20\_\_\_\_ **[IDENTIFY COMPLETION DATE]** **[OR]** Work shall be completed within \_\_\_\_\_ **[IDENTIFY NUMBER OF DAYS]** consecutive calendar days from the date specified in the District’s Notice to Proceed (“**Contract Time**”). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of \$ \_\_\_\_\_ **[INSERT NUMERICAL DOLLAR AMOUNT FOR LIQUIDATED DAMAGES]** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

**5. Bonds & Insurance.**

- a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves the right to waive this requirement in writing at its sole discretion in the event the Contract Price is below \$25,000.

- b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Automobile Liability, Any Auto,</b> Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers’ Liability</b>	\$1,000,000 each incident, disease \$2,000,000 policy limit
<b>Sexual Abuse / Molestation</b>	\$1,000,000 each incident \$2,000,000 policy limit
<b>Builder’s Risk (Course of Construction)</b>	Issued for the value and scope of work.

**DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT’S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.**

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

6. **Project Oversight.** [COMPLETE AS APPLICABLE]  
 a. The District representative for the Project is \_\_\_\_\_.  
 b. The architect for the Project is \_\_\_\_\_ (“Architect”).  
 c. The project manager on the Project is \_\_\_\_\_ (“Project Manager”).
7. **Infectious Disease/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in Exhibit B.
8. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.
9. **Contract Documents.** The Contract Documents include only the following documents, as indicated: [INSERT “X” FOR DOCUMENTS USED]

- |  |  |
|--|--|
| <input type="checkbox"/> Bid Form  | <input type="checkbox"/> Performance Bond                          |
| <input type="checkbox"/> Bid Bond  | <input type="checkbox"/> Payment Bond                              |
| <input type="checkbox"/> Notice to Proceed                               | <input type="checkbox"/> Exhibit A (Scope of Work)                 |
| <input type="checkbox"/> Terms and Conditions to Contract                | <input type="checkbox"/> Plans                                     |
| <input type="checkbox"/> Noncollusion Declaration                        | <input type="checkbox"/> Work Specifications                       |
| <input type="checkbox"/> Certifications to be Completed by Contractor    | <input type="checkbox"/> _____ [Other]                             |
| <input type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> Exhibit B (Infectious Disease Provisions) |
| <input type="checkbox"/> Insurance Certificates and Endorsements         |  |

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**District:**

Rowland Unified School District  
1830 S. Nogales Street  
Rowland Heights, CA 91748  
Attn: Rosana McLeod, Director of Purchasing

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_  
Attn: \_\_\_\_\_

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

**ACCEPTED AND AGREED** on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Rowland Unified School District**

\_\_\_\_\_ **[Contractor]**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

<p>_____ Employer Identification and/or Social Security Number <b>NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.</b></p>
--



**TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in Contractor's Bid Form. Both the Construction Schedule and Subcontractor List are subject to the District's approval.
4. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all

documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:**

- 8.1. **No Change Without Authorization:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

- 8.2. **District Right to Request Changes:** Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

- 8.3. **Proposed Change Order:**

- 8.3.1. **Submission / Time to Submit:** Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

- 8.3.2. **Content of Proposed Change Order:** Contractor and subcontractors shall include the following in any proposed change order:

- 8.3.2.1. **Labor:** Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

- 8.3.2.2. **Material:** Material quantities, and types of products, and transportation costs, if applicable.

- 8.3.2.3. **Equipment:** Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

- 8.3.2.4. **Mark-Up for Overhead and Profit:** Mark-

up for overhead and profit in a proposed change order shall be calculated as follows:

**8.3.2.4.1. Subcontractor-Performed**

**Work:** Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers’ Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor’s subcontractor(s) (e.g., all “lower-tier” subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor’s mark-up for overhead and profit.**

**8.3.2.4.2. Contractor-Performed Work:**

Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers’ Compensation premium), Material, and Equipment for Contractor performed Work.

**8.3.3. Contract Time:** Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor’s reasonable control.

**8.4. Determination of Change Order Cost:** The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District’s reasonable evaluation of the Work and market research.

**8.5. Contractor Obligation to Substantiate:** Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work.

**8.6. Waiver:** If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

**9. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District’s approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**10. EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and

before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**11. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

**12. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

**13. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY:** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

**14. FINGERPRINTING:** Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

**15. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor’s failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

**16. FAILURE TO PERFORM:** If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

**17. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

**18. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

**19. PERSONNEL:** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

**20. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

**21. ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**22. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

**23. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**24. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

**25. OCCUPANCY:** There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final

acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

**26. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

**27. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**28. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the

Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District’s right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**29. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**30. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**31. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**32. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**33. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District’s written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**34. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs,

procedures, and all other items that Contractor encounters while performing the Contractor’s Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**35. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**36. DISPUTES/CLAIMS:** Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term “**Claim**” means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District’s rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District’s Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor’s signature: “I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit.” The Contractor

recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor’s claim to the District, Contractor shall provide a copy of the Subcontractor’s written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor’s receipt of the request. In the event the Contractor agrees to submit a Subcontractor’s claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor’s written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor’s signature: “I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit.”

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District’s failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant’s responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor

disputes the District’s written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District’s written response or, if the District fails to respond, within fifteen (15) days after the District’s response was due, may demand, in a writing sent to the District’s Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District’s Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor’s written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor’s obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**37. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a “public works” under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public

work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

**38. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

**39. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**40. ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

**41. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

**42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**43. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

**44. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

**45. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

**46. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

**CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR****THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

**Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

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

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

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

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

**No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules,

or regulations (“**New Hazardous Material**”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material,” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law**

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.



**Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services (“**DHS**”) is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration (“**OSHA**”) and the California Division of Occupational Safety and Health (“**Cal/OSHA**”) have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and



decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and

disposal of, lead.

**Imported Materials.** All soils, aggregate, or related materials (“Fill”) that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code (“CEQA”), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

**Roofing Contract Financial Interest Certification (Public Contract Code § 3006).**

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

- Name of firm ("Firm"): \_\_\_\_\_
- Mailing address: \_\_\_\_\_
- Address of branch office used for this Project: \_\_\_\_\_
- If subsidiary, name and address of parent company: \_\_\_\_\_

**For Projects without substantive roofing components, check the following box and execute this certification:**

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

**Russian Sanctions Certification.**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “State Order”).

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

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**I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.**

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

**All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who interact with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall “require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.”). A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

**Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor’s employees and District pupils at all times; and/or

**Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor’s employees and its subcontractors’ employees is:

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Unoccupied Site.** The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERFORMANCE BOND**

**PERFORMANCE BOND (100% of Contract Price)**

**(Note: Contractors must use this form, NOT a surety company form.)**

**WHEREAS**, the governing board (“Board”) of the **Rowland Unified School District**, (“District”) and

\_\_\_\_\_, (“Principal”)

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)  
 (“Project” or “Contract”)

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ (“Surety”) are held and firmly bound unto the District in the penal sum of:

\$ \_\_\_\_\_ **DOLLARS,**

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety’s obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor’s or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

**Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor’s broker for this bond, but must be an employee of the Surety or the Surety’s legal counsel:**

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**PAYMENT BOND**

**PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)**

**(Note: Contractors must use this form, NOT a surety company form.)**

**WHEREAS**, the governing board ("**Board**") of the **Rowland Unified School District**, ("**District**") and

\_\_\_\_\_, ("**Principal**")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)  
 ("**Project**" or "**Contract**")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ ("**Surety**") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\$ \_\_\_\_\_ **DOLLARS,**

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

\_\_\_\_\_



**EXHIBIT A  
SCOPE OF WORK**

The scope of work for the Project is as set forth below:

**[ATTACH A DETAILED SCOPE OF WORK]**

**PLANS**

**[ATTACH ALL PLANS DISTRICT POSSESSES THAT CONTRACTOR CAN USE TO PERFORM ITS WORK]**

**WORK SPECIFICATIONS**

**[ATTACH ALL WORK SPECIFICATIONS IF THEY ARE PART OF THE DIRECTION TO THE CONTRACTOR]**

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**EXHIBIT B**  
**INFECTIOUS DISEASE PROVISIONS**

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).
2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor’s full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.
3. **Infectious Disease & Extra Work.**
  - 3.1. Contractor agrees that its Bid, the Contract Price and the Contract Time are based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
    - 3.1.1. It occurred after the date of the award of the Project to Contractor;
    - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
    - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
  - 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.
4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
6. Any cost to comply with these “Infectious Disease Compliance Provisions” shall be at Contractor’s sole expense and expense, but may be included in the Contract Price.
7. **Vaccination Status.**
- 7.1. Contractor’s Applicable Workers will not be allowed to enter the District’s school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District’s school site, including, but not limited to the requirements set forth here:
- 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in any capacity on District school sites have been either:
- 7.2.1. Fully vaccinated for COVID-19 or
- 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
- 7.2.2.1. **COVID-19 Testing:** Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
- 7.2.2.1.1. Polymerase Chain Reaction (PCR)
- 7.2.2.1.2. Antigen test
- 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
- 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
- 7.4. Contractor’s responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
1. **Federal Equal Opportunity Employment.** Because this is a “federally assisted construction contract” as defined in 41 C.F.R .Part 60-1.3, the following contract clause is inserted into this Contract and must be complied with by Contractor:

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

(3) *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

(4) *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

(5) *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

(6) *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

(7) *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(8) *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: **Provided**, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

## **2. Compliance with Davis-Bacon Act.**

- 2.1. All transactions related to this Contract shall be done comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2.2. Contractor and Subcontractor are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 2.3. Additionally, Contractor and Subcontractor are required to pay wages not less than once a week.
- 2.4. By entering into the Contract, Contractor has accepted the wage determination(s) applicable to the Work, and agrees to comply with the wage determination(s).

## **3. Copeland "Anti-Kickback" Act.**

- 3.1. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and Subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the District, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
- 3.2. Contractor and Subcontractors shall insert in any subcontracts the clause above, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these clauses.
- 3.3. A breach of this "Copeland 'Anti-Kickback' Act" or any of the above-referenced clauses shall be, in the District discretion, grounds for termination for cause of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards.** Consistent with 29 C.F.R. § 5.5(b), the following contract clause is inserted into this Contract and must be complied with by Contractor:

**(1) Minimum wages.**

*(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.*

**(ii)**

*(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:*

*(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and*

*(2) The classification is utilized in the area by the construction industry; and*

*(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*

*(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

*(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer*

or will notify the contracting officer within the 30-day period that additional time is necessary.

**(D)** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(2) Withholding.** The District and/or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the District and/or appropriate federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

**(i)** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**(ii)**

**(A)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency. The payrolls submitted shall set out

*accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).*

**(B)** *Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:*

**(1)** *That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;*

**(2)** *That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;*

**(3)** *That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

**(C)** *The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.*

**(D)** *The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.*

**(iii)** *The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the appropriate federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

**(4) Apprentices and trainees –**



**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(6) Subcontracts.** *The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the appropriate federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.*

**(7) Contract termination: debarment.** *A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.*

**(8) Compliance with Davis-Bacon and Related Act requirements.** *All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.*

**(9) Disputes concerning labor standards.** *Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.*

**(10) Certification of eligibility.**

**(i)** *By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*

**(ii)** *No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*

**(iii)** *The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.*

**(b) Contract Work Hours and Safety Standards Act.** *The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.*

**(1) Overtime requirements.** *No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.*

**(2) Violation; liability for unpaid wages; liquidated damages.** *In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.*

**(3) Withholding for unpaid wages and liquidated damages.** *The District or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.*

**(4) Subcontracts.** *The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.*

**(c)** *In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.*

- 5. Rights to Inventions.** To the extent applicable to this Contract, Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
- 6. Clean Air Act/Federal Water Pollution Control Act.**
  - 6.1. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401 et seq.), and ) and the Federal Water Pollution Control Act (33 USC § 1251 et seq.), as each may be amended from time to time.
  - 6.2. The Contractor agrees to report any violation to the District and upon discovery, or upon the occurrence of an event that demonstrates that Contractor should have discovered such violation, and understands that and agrees that the District will report each violation as required to the appropriate federal agency(ies), including, without limitation, the Environmental Protection Agency Regional Office.
  - 6.3. Contractor must include this requirement in all subcontracts that exceeds \$150,000.
- 7. Debarment and Suspension.**
  - 7.1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R.

§ 180.935).

- 7.2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 7.3. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 7.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 8. Byrd Anti-Lobbying Amendment.** Contractor certifies to the District that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require that each Subcontractor and lower tier subcontractor below it require this certification and the certification executed by the Contractor in the Contract Documents, be included in its contract(s), and to make the required disclosures. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the District.
- 9. Procurement of Recovered Materials.** Contractor and Subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 C.F.R Part 247. In the performance of this Contract, and to the extent practicable, the Contractor and Subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
- 9.1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
  - 9.2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.
- The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).
- Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
- 9.3. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
  - 9.4. Fails to meet reasonable contract performance requirements; or
  - 9.5. Is only available at an unreasonable price.
- 10. Domestic Preference for Procurements.** Contractor shall comply with the following requirements as required by 2 C.F.R. § 200.322:
- 10.1. Contractor, as appropriate and constituent with the law, and the greatest extent practicable, shall prefer the purchase, acquisition, or use of goods, products or materials, produced in the United States, including, without limitation: iron, aluminum, steel, cement, and other manufactured products.

- 10.2. **“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 10.3. **“Manufactured products”** means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 10.4. Contractor shall bind its Subcontractors to this clause, and shall require that this clause be placed in Subcontractors’ contracts with lower tier subcontractors.

**DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")**  
**PARTICIPATION GOAL**

- 1. DVBE Participation Policy.** The District is committed to achieving its established Participation Goal for Disabled Veteran Business Enterprises ("DVBEs"). Through the DVBE participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
- 2. Definitions.**

  - 2.1 Disabled Veteran.** A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is domiciled in the State of California.
  - 2.2 Disabled Veteran Business Enterprise.** A "Disabled Veteran Business Enterprise" ("DVBE") means a business enterprise certified by the Office of Small Business and Disabled Veteran Business Enterprise Services, State of California, Department of General Services, pursuant to Military and Veterans Code §999.
- 3. DVBE Participation Goal.** The term "Participation Goal" is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The Participation Goal is not a quota, set-aside or rigid proportion. The District has established a DVBE Participation Goal of Three Percent (3%) of the total Contract Price.
- 4. Monitoring of DVBE Participation and Submission of Report.**

  - 4.1 Certification of Participation.** At the time of execution of the contract, the Contractor shall provide a statement to the District that it will comply with the DVBE requirements as set forth in this Contract.
  - 4.2 Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In addition, upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such report shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal.
  - 4.3 Contract Audit.** Contractor agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. Contractor agrees that the District, or its designee, shall have access to any of Contractor's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal.

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES**

I certify that I have read the foregoing **DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”)** **PARTICIPATION GOAL** and will comply with the requirements as set forth in this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax

**DVBE PARTICIPATION REPORT**

**Contractor Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Bid Number:** \_\_\_\_\_

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

Firm Name of DVBE	Trade/Portion of Work	Value of Work

**Does the cumulative dollar value of the foregoing DVBE participation meet or exceed three percent (3%) of the final Contract Price, as adjusted by all change orders?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**If your response is "NO", please attach to this Report a detailed description of the reasons for your failure to achieve the District's DVBE Participation Goal.**

**END OF APPENDIX I**  
**AGREEMENT & BOND'S**

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**APPENDIX II**  
**SITE NETWORK MAPS**

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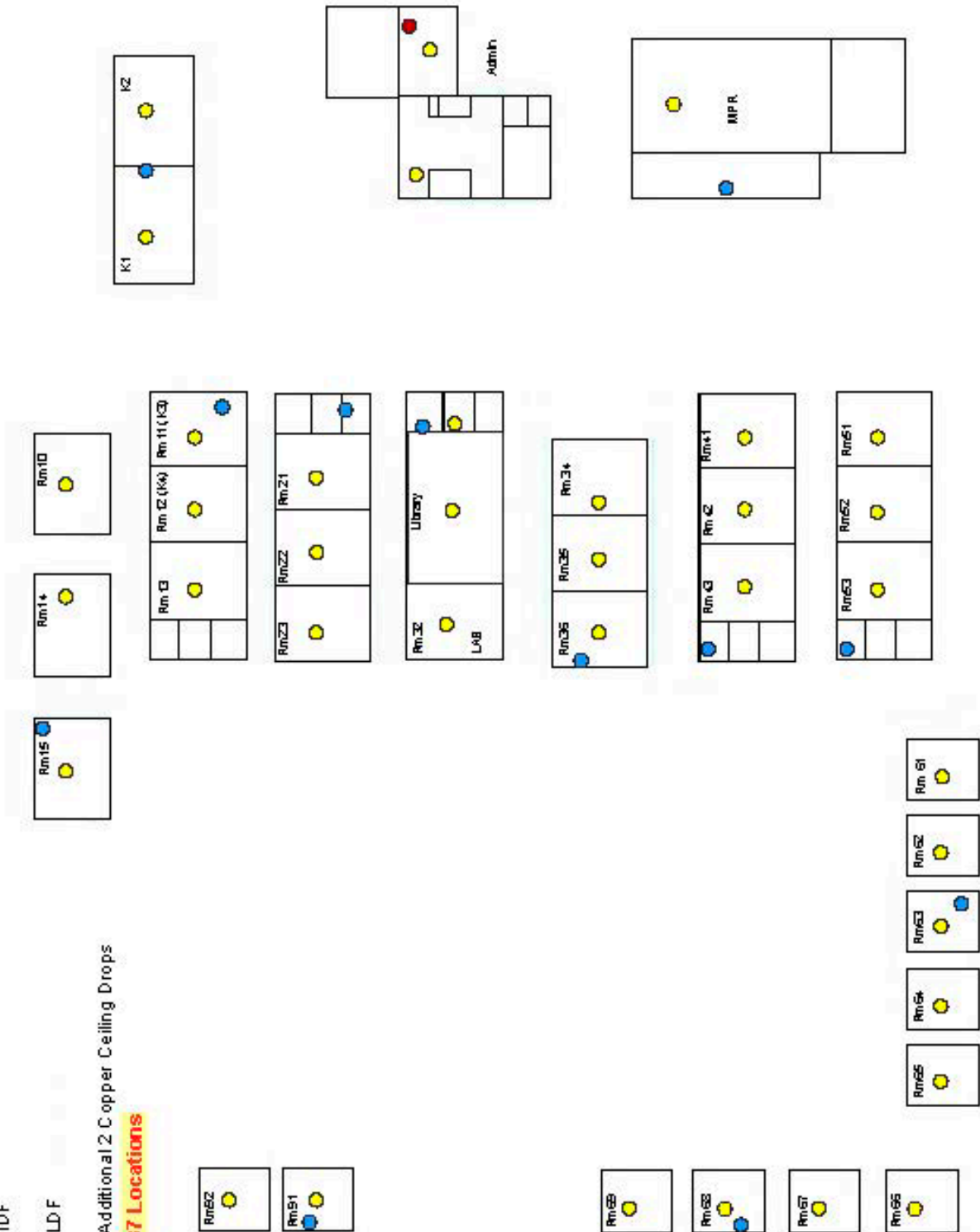
1/3/2023



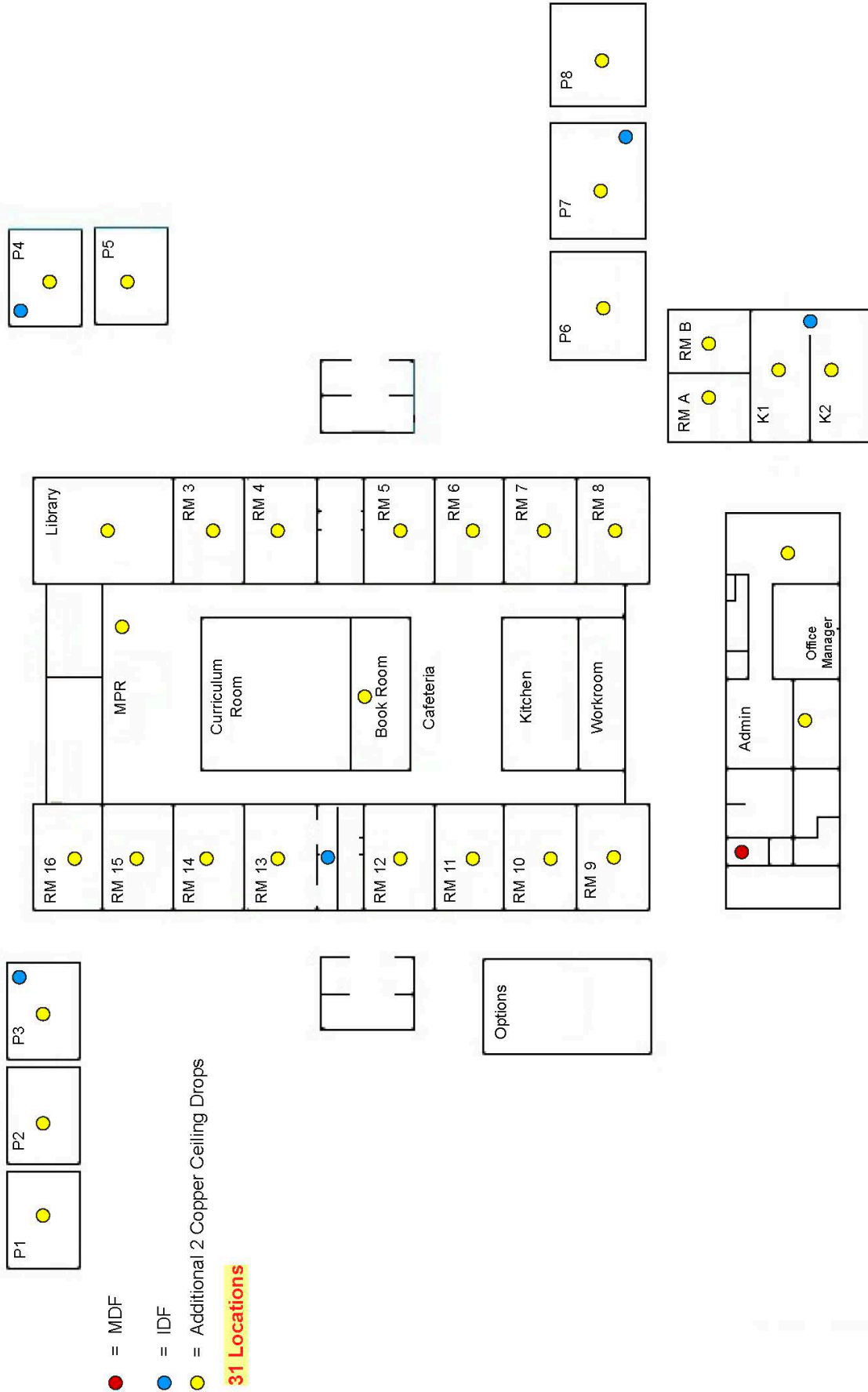
**BLANDFORD ELEMENTARY SCHOOL**  
2601 Blandford Dr, Rowland Heights, CA91748

- = MDF
- = IDF
- = LDF
- = Additional 2 Copper Ceiling Drops

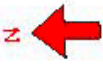
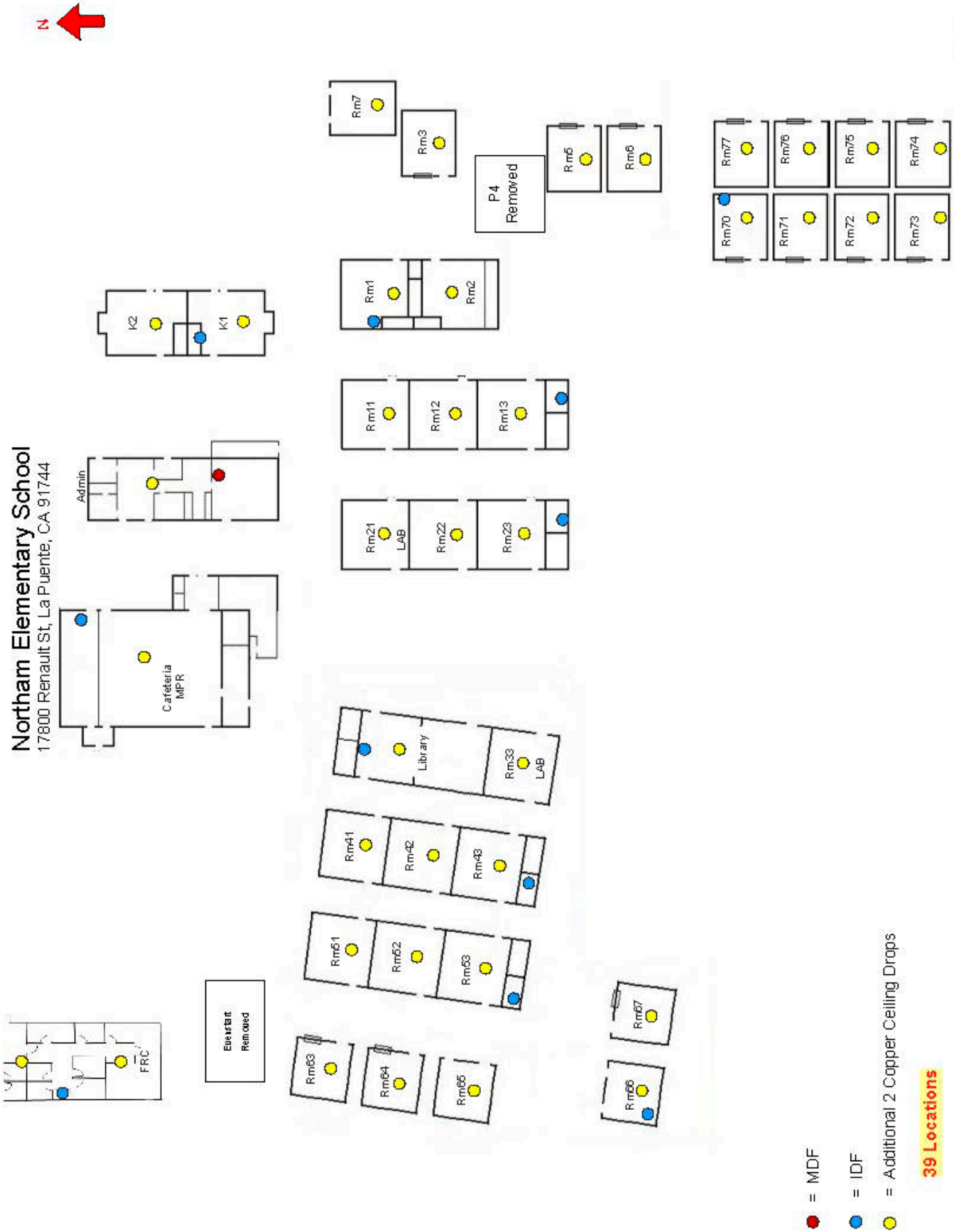
**37 Locations**



**JELICK ELEMENTARY SCHOOL**  
1400 S Jellick Ave, Rowland Heights, CA 91748

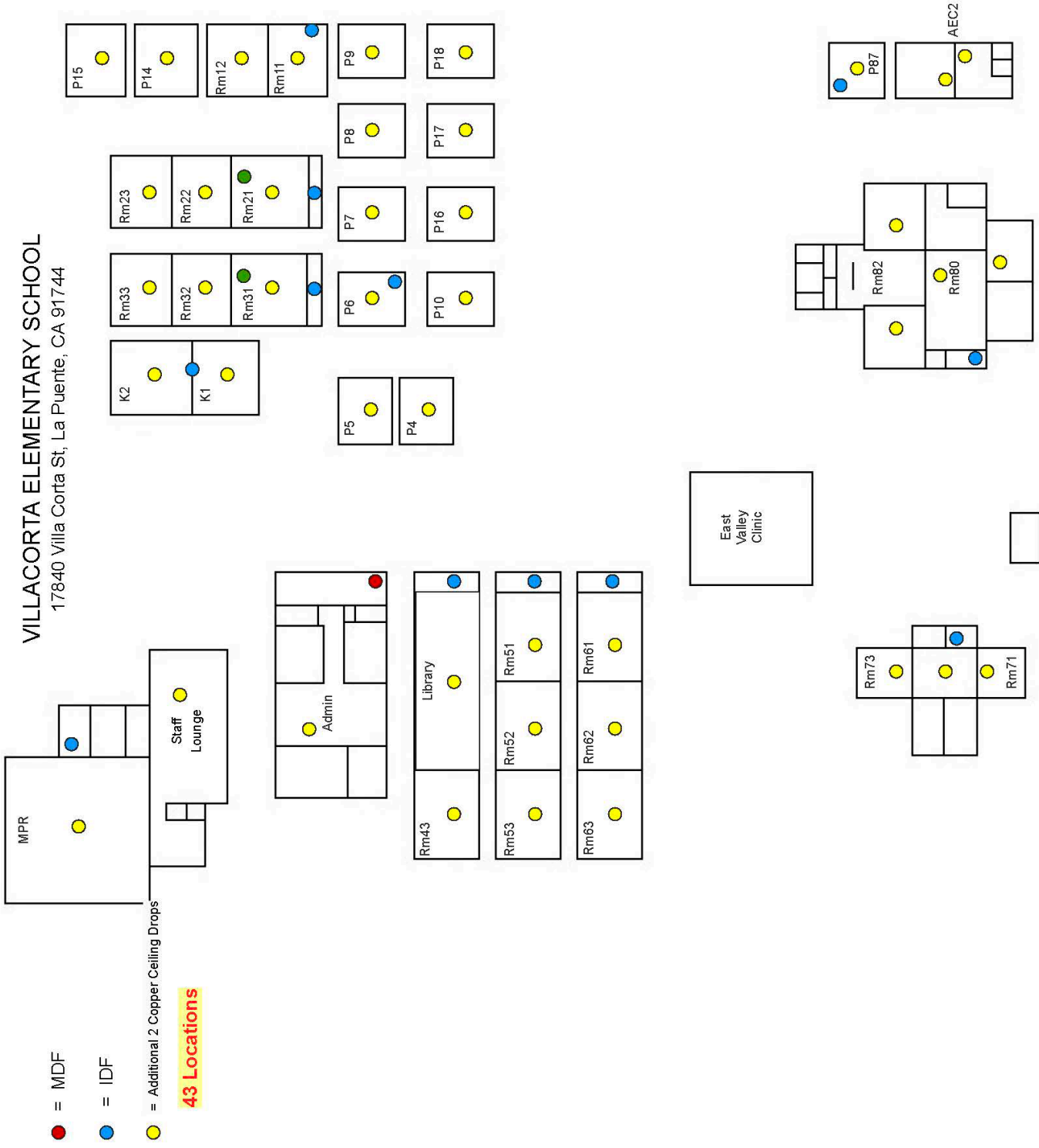


**Northam Elementary School**  
17800 Renault St, La Puente, CA 91744





**VILLACORTA ELEMENTARY SCHOOL**  
17840 Villa Corta St, La Puente, CA 91744



- = MDF
- = IDF
- = Additional 2 Copper Ceiling Drops

**43 Locations**

Telesis Academy  
2800 E Hollingworth St, West Covina, CA 91792

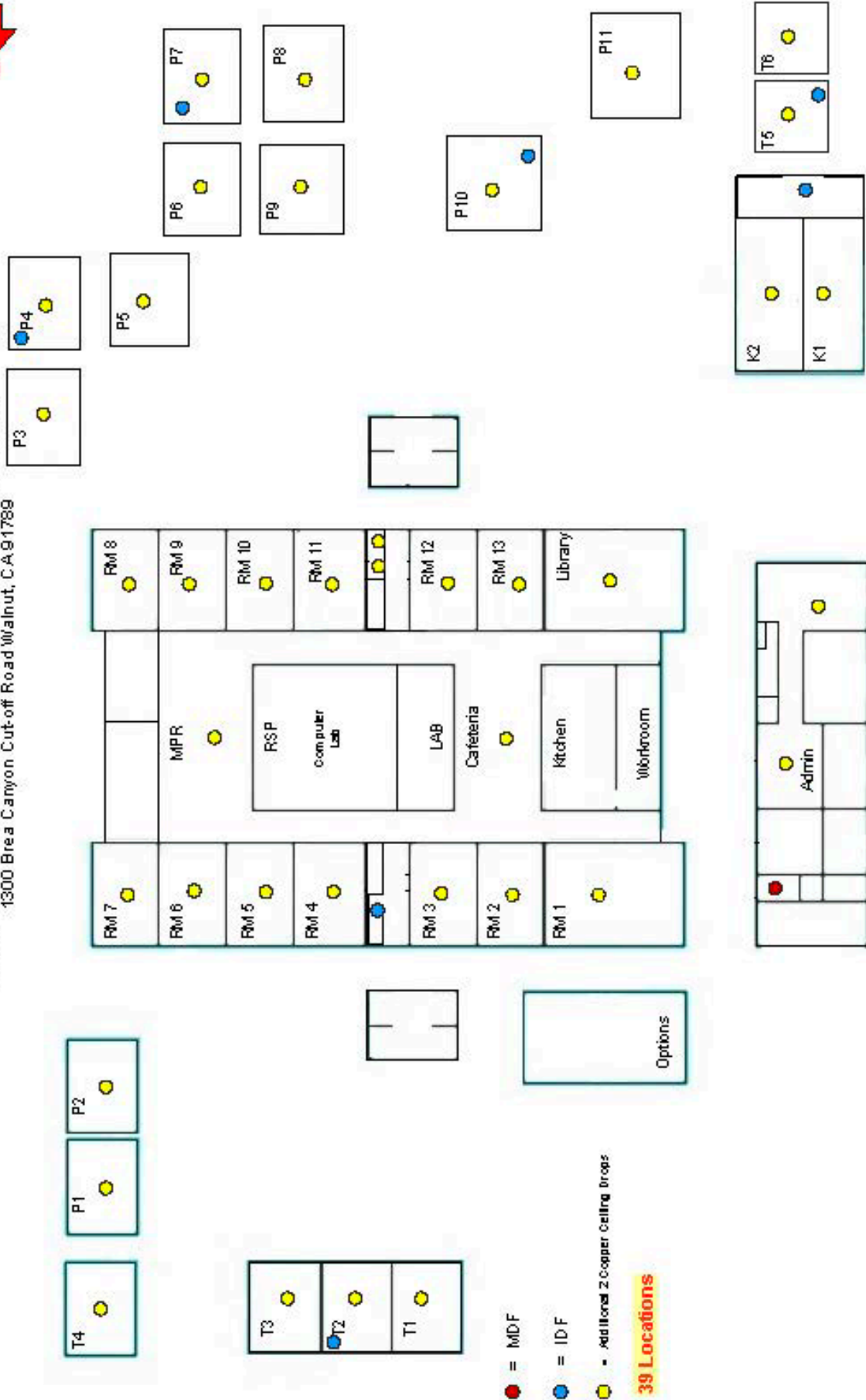


- Additional 12 Copper Ceiling Drops

- = MDF
- = IDF
- = Additional 12 Copper Ceiling Drops

**46 Locations**

**YBARRA ACADEMY OF THE ARTS AND TECHNOLOGY**  
1300 Brea Canyon Cut-off Road Walnut, CA 91789



1/5/2023

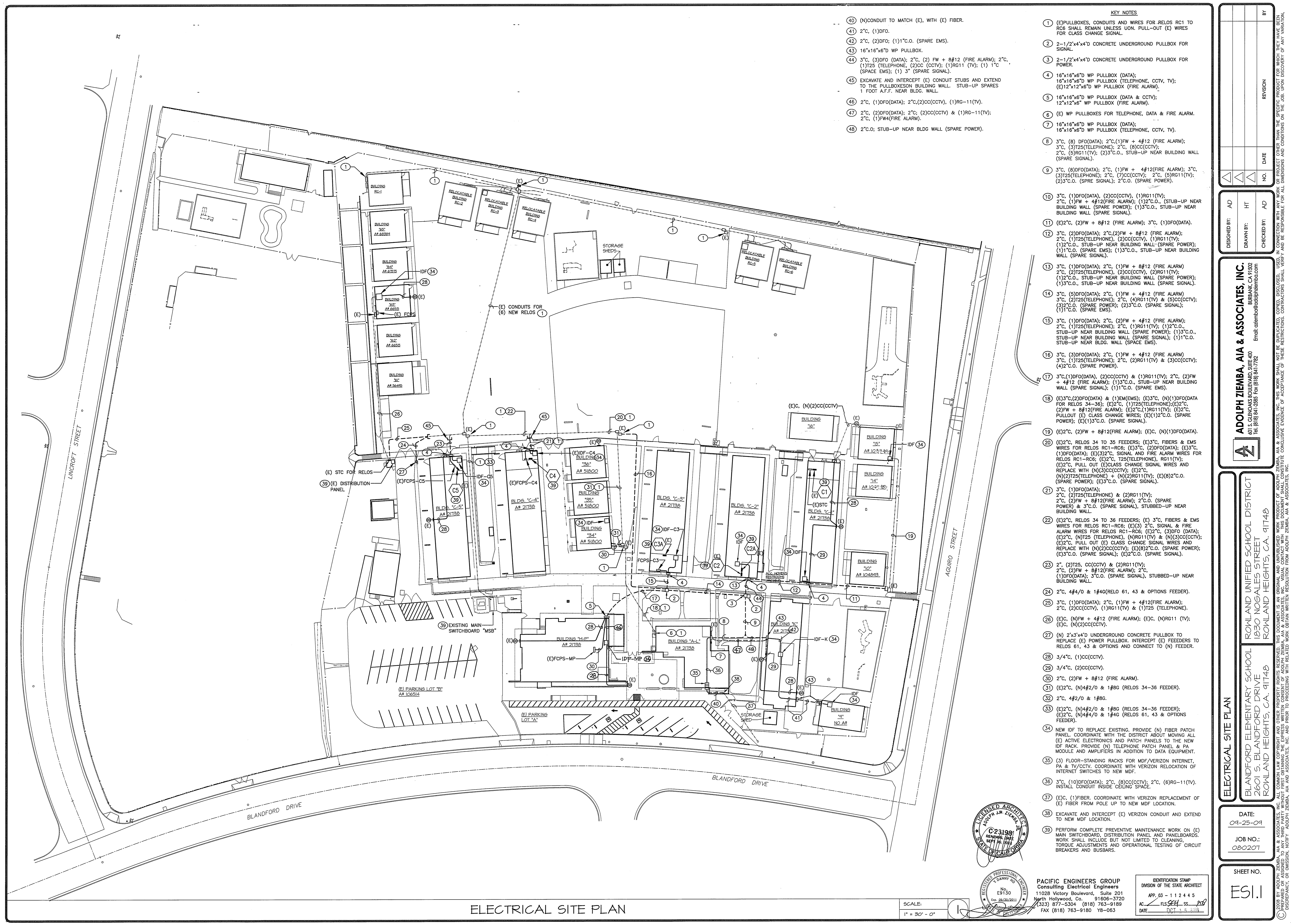
**END OF APPENDIX II**  
**SITE NETWORK MAPS**

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**APPENDIX III**  
**SITE SIGNAL AND COMMUNICATION PLANS**

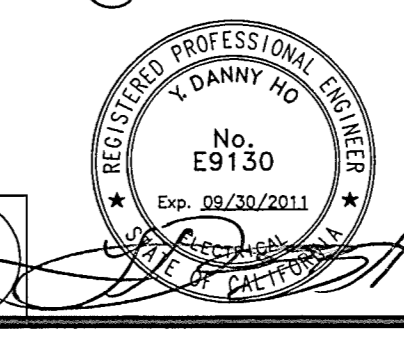
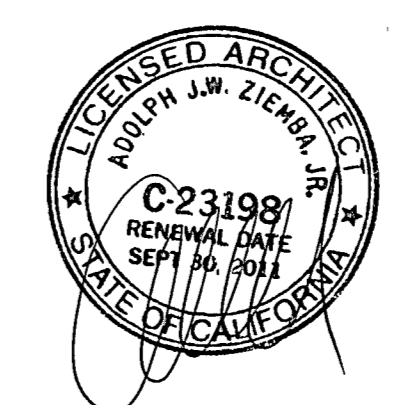
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- (N) CONDUIT TO MATCH (E), WITH (E) FIBER.
- 41 2" C, (1) DFO.
- 42 2" C, (2) DFO; (1) 1" C.O. (SPARE EMS).
- 43 16"x16"x6"D WP PULLBOX.
- 44 3" C, (3) DFO (DATA); 2" C, (2) FW + #12 (FIRE ALARM); 2" C, (1) T25 (TELEPHONE); (2) CC(CCTV); (1) RG11 (TV); (1) 1" C (SPARE EMS); (1) 3" (SPARE SIGNAL).
- 45 EXCAVATE AND INTERCEPT (E) CONDUIT STUBS AND EXTEND TO THE PULLBOXES ON BUILDING WALL. STUB-UP SPARES 1 FOOT A.F.F. NEAR BLDG. WALL.
- 46 2" C, (1) DFO (DATA); 2" C, (2) CC(CCTV); (1) RG-11 (TV).
- 47 2" C, (2) DFO (DATA); 2" C, (2) CC(CCTV) & (1) RG-11 (TV); 2" C, (1) FW (FIRE ALARM).
- 48 2" C.O. STUB-UP NEAR BLDG WALL (SPARE POWER).

- KEY NOTES**
- 1 (E) PULLBOXES, CONDUITS AND WIRES FOR RELOS RC1 TO RC6 SHALL REMAIN UNLESS UN. PULL-OUT (E) WIRES FOR CLASS CHANGE SIGNAL.
  - 2 2-1/2"x4"x4"D CONCRETE UNDERGROUND PULLBOX FOR SIGNAL.
  - 3 2-1/2"x4"x4"D CONCRETE UNDERGROUND PULLBOX FOR POWER.
  - 4 16"x16"x6"D WP PULLBOX (DATA); 16"x16"x6"D WP PULLBOX (TELEPHONE, CCTV, TV); (E) 12"x12"x6"D WP PULLBOX (FIRE ALARM).
  - 5 16"x16"x6"D WP PULLBOX (DATA & CCTV); 12"x12"x6"D WP PULLBOX (FIRE ALARM).
  - 6 (E) WP PULLBOXES FOR TELEPHONE, DATA & FIRE ALARM.
  - 7 16"x16"x6"D WP PULLBOX (DATA); 16"x16"x6"D WP PULLBOX (TELEPHONE, CCTV, TV).
  - 8 3" C, (8) DFO (DATA); 2" C, (1) FW + #12 (FIRE ALARM); 3" C, (3) T25 (TELEPHONE); 2" C, (5) CC(CCTV); 2" C, (5) RG11 (TV); (2) 3" C.O. (SPARE SIGNAL); 2" C.O. (SPARE POWER).
  - 9 3" C, (8) DFO (DATA); 2" C, (1) FW + #12 (FIRE ALARM); 3" C, (3) T25 (TELEPHONE); 2" C, (5) CC(CCTV); 2" C, (5) RG11 (TV); (2) 3" C.O. (SPARE SIGNAL); 2" C.O. (SPARE POWER).
  - 10 3" C, (1) DFO (DATA); (2) CC(CCTV); (1) RG11 (TV); 2" C, (1) FW + #12 (FIRE ALARM); (1) 3" C.O. (STUB-UP NEAR BUILDING WALL (SPARE POWER)); (1) 3" C.O. (STUB-UP NEAR BUILDING WALL (SPARE SIGNAL)).
  - 11 (E) 2" C, (2) FW + #12 (FIRE ALARM); 3" C, (1) DFO (DATA).
  - 12 3" C, (2) DFO (DATA); 2" C, (2) FW + #12 (FIRE ALARM); 2" C, (1) T25 (TELEPHONE); (2) CC(CCTV); (1) RG11 (TV); (1) 2" C.O. (STUB-UP NEAR BUILDING WALL (SPARE POWER)); (1) 1" C.O. (STUB-UP NEAR BLDG. WALL (SPARE SIGNAL)); (1) 1" C.O. (STUB-UP NEAR BLDG. WALL (SPARE SIGNAL)).
  - 13 3" C, (1) DFO (DATA); 2" C, (1) FW + #12 (FIRE ALARM); 2" C, (2) T25 (TELEPHONE); (2) CC(CCTV); (2) RG11 (TV); (1) 2" C.O. (STUB-UP NEAR BUILDING WALL (SPARE POWER)); (1) 3" C.O. (STUB-UP NEAR BUILDING WALL (SPARE SIGNAL)).
  - 14 3" C, (5) DFO (DATA); 2" C, (1) FW + #12 (FIRE ALARM); 3" C, (2) T25 (TELEPHONE); 2" C, (4) RG11 (TV) & (3) CC(CCTV); (3) 2" C.O. (SPARE POWER); (2) 3" C.O. (SPARE SIGNAL); (1) 1" C.O. (SPARE EMS).
  - 15 3" C, (1) DFO (DATA); 2" C, (2) FW + #12 (FIRE ALARM); 2" C, (1) T25 (TELEPHONE); 2" C, (1) RG11 (TV); (1) 2" C.O. (STUB-UP NEAR BUILDING WALL (SPARE POWER)); (1) 3" C.O. (STUB-UP NEAR BUILDING WALL (SPARE SIGNAL)); (1) 1" C.O. (STUB-UP NEAR BLDG. WALL (SPARE SIGNAL)).
  - 16 3" C, (3) DFO (DATA); 2" C, (1) FW + #12 (FIRE ALARM); 3" C, (1) T25 (TELEPHONE); 2" C, (2) RG11 (TV) & (3) CC(CCTV); (4) 2" C.O. (SPARE POWER).
  - 17 3" C, (1) DFO (DATA); (2) CC(CCTV) & (1) RG11 (TV); 2" C, (2) FW + #12 (FIRE ALARM); (1) 3" C.O. (STUB-UP NEAR BUILDING WALL (SPARE SIGNAL)); (1) 1" C.O. (SPARE EMS).
  - 18 (E) 3" C, (2) DFO (DATA) & (1) EMS; (E) 3" C, (N) (1) DFO (DATA) FOR RELOS 34-36; (E) 2" C, (1) T25 (TELEPHONE); (E) 2" C, (2) FW + #12 (FIRE ALARM); (E) 2" C, (1) RG11 (TV); (E) 2" C, (N) (2) T25 (TELEPHONE) & (N) (2) RG11 (TV); (E) (8) 2" C.O. (SPARE POWER); (E) (1) 3" C.O. (SPARE SIGNAL).
  - 19 (E) 2" C, (2) FW + #12 (FIRE ALARM); (E) (N) (1) DFO (DATA).
  - 20 (E) 2" C, RELOS 34 TO 36 FEEDERS; (E) 3" C, FIBERS & EMS WIRES FOR RELOS RC1-RC6; (E) 3" C, (2) DFO (DATA); (E) 3" C, (1) DFO (DATA); (E) (3) 2" C.O. (STUB-UP NEAR BUILDING WALL (SPARE SIGNAL) & FIRE ALARM WIRES FOR RELOS RC1-RC6; (E) 2" C, T25 (TELEPHONE), RG11 (TV); (E) 2" C, PULL OUT (E) CLASS CHANGE SIGNAL WIRES AND REPLACE WITH (N) (3) CC(CCTV); (E) 2" C, (N) (2) T25 (TELEPHONE) & (N) (2) RG11 (TV); (E) (8) 2" C.O. (SPARE POWER); (E) 3" C.O. (SPARE SIGNAL).
  - 21 3" C, (1) DFO (DATA); 2" C, (2) T25 (TELEPHONE) & (2) RG11 (TV); 2" C, (2) FW + #12 (FIRE ALARM); 2" C.O. (SPARE POWER) & 3" C.O. (SPARE SIGNAL), STUBBED-UP NEAR BUILDING WALL.
  - 22 (E) 2" C, RELOS 34 TO 36 FEEDERS; (E) 3" C, FIBERS & EMS WIRES FOR RELOS RC1-RC6; (E) (3) 2" C, SIGNAL & FIRE ALARM WIRES FOR RELOS RC1-RC6; (E) 2" C, (3) DFO (DATA); (E) 2" C, (N) T25 (TELEPHONE), (N) RG11 (TV) & (N) (3) CC(CCTV); (E) 2" C, PULL OUT (E) CLASS CHANGE SIGNAL WIRES AND REPLACE WITH (N) (2) CC(CCTV); (E) (8) 2" C.O. (SPARE POWER); (E) 3" C.O. (SPARE SIGNAL); (E) 2" C.O. (SPARE SIGNAL).
  - 23 3" C, (1) DFO (DATA); 2" C, (2) T25 (TELEPHONE) & (2) RG11 (TV); (1) DFO (DATA); 3" C.O. (SPARE SIGNAL), STUBBED-UP NEAR BUILDING WALL.
  - 24 2" C, #4/0 & #4G (RELO 61, 43 & OPTIONS FEEDER).
  - 25 3" C, (1) DFO (DATA); 2" C, (1) FW + #12 (FIRE ALARM); 2" C, (2) CC(CCTV); (1) RG11 (TV) & (1) T25 (TELEPHONE).
  - 26 (E) (N) FW + #12 (FIRE ALARM); (E) (N) RG11 (TV); (E) (N) (2) CC(CCTV).
  - 27 (N) 2"x3"x4"D UNDERGROUND CONCRETE PULLBOX TO REPLACE (E) POWER PULLBOX. INTERCEPT (E) FEEDERS TO RELOS 61, 43 & OPTIONS AND CONNECT TO (N) FEEDER.
  - 28 3/4" C, (1) CC(CCTV).
  - 29 3/4" C, (2) CC(CCTV).
  - 30 2" C, (2) FW + #12 (FIRE ALARM).
  - 31 (E) 2" C, (N) #2/0 & #86 (RELOS 34-36 FEEDER).
  - 32 2" C, #2/0 & #86.
  - 33 (E) 2" C, (N) #2/0 & #86 (RELOS 34-36 FEEDER); (E) 2" C, (N) #4/0 & #4G (RELOS 61, 43 & OPTIONS FEEDER).
  - 34 NEW IDF TO REPLACE EXISTING. PROVIDE (N) FIBER PATCH PANEL. COORDINATE WITH THE DISTRICT ABOUT MOVING ALL (E) ACTIVE ELECTRONICS AND PATCH PANELS TO THE NEW IDF RACK. PROVIDE (N) TELEPHONE PATCH PANEL & PA MODULE AND AMPLIFIERS IN ADDITION TO DATA EQUIPMENT.
  - 35 (3) FLOOR-STANDING RACKS FOR MDF/VERIZON INTERNET, PA & TV/CCTV. COORDINATE WITH VERIZON RELOCATION OF INTERNET SWITCHES TO NEW MDF.
  - 36 3" C, (10) DFO (DATA); 2" C, (8) CC(CCTV); 2" C, (6) RG-11 (TV). INSTALL CONDUIT INSIDE CEILING SPACE.
  - 37 (E) (N) FIBER. COORDINATE WITH VERIZON REPLACEMENT OF (E) FIBER FROM POLE UP TO NEW MDF LOCATION.
  - 38 EXCAVATE AND INTERCEPT (E) VERIZON CONDUIT AND EXTEND TO NEW MDF LOCATION.
  - 39 PERFORM COMPLETE PREVENTIVE MAINTENANCE WORK ON (E) MAIN SWITCHBOARD, DISTRIBUTION PANEL AND PANELBOARDS. WORK SHALL INCLUDE BUT NOT LIMITED TO CLEANING, TORQUE ADJUSTMENTS AND OPERATIONAL TESTING OF CIRCUIT BREAKERS AND BUSBARS.

DESIGNED BY: AD	HT	AD	NO.	DATE
DRAWN BY:				
CHECKED BY:				
<b>ADOIPH ZIEMBA, AIA &amp; ASSOCIATES, INC.</b> 401 S. GLENDALE BOULEVARD, SUITE 400 BURBANK, CA 91502 Tel: (818) 841-2855 Fax: (818) 841-7782 Email: aziemba@adoiphz.com				
<b>ROLAND UNIFIED SCHOOL DISTRICT</b> 1830 NOGALES STREET ROLAND HEIGHTS, CA. 91748				
<b>ELECTRICAL SITE PLAN</b>				
DATE: 04-25-09 JOB NO.: 080207				
SHEET NO. ESI.1				



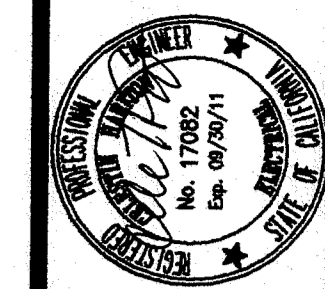
**PACIFIC ENGINEERS GROUP**  
 Consulting Electrical Engineers  
 11028 Victory Boulevard, Suite 201  
 North Hollywood, Ca. 91606-3720  
 (323) 877-3304 (818) 763-9189  
 FAX (818) 763-9180 Y8-063

IDENTIFICATION STAMP  
 DIVISION OF THE STATE ARCHITECT  
 APP. 03 - 112445  
 No. 221198  
 DATE: OCT 1 5 2009

ELECTRICAL SITE PLAN

SCALE:  
 1" = 30' - 0"

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**DE ENGINEERING, INC.**  
 600 West Broadway, Suite 250  
 Glendale, CA 91204  
 (818) 265-9720

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**DC ARCHITECTS**  
 620 N. MOUNTAIN AVENUE  
 SUITE 400  
 UPLAND, CA 91786  
 (909) 986-0939 OFFICE  
 (909) 986-1884 FAX

**JELLYCK ELEMENTARY SCHOOL  
 PARTIAL MODERNIZATION**  
 ROWLAND UNIFIED SCHOOL DISTRICT

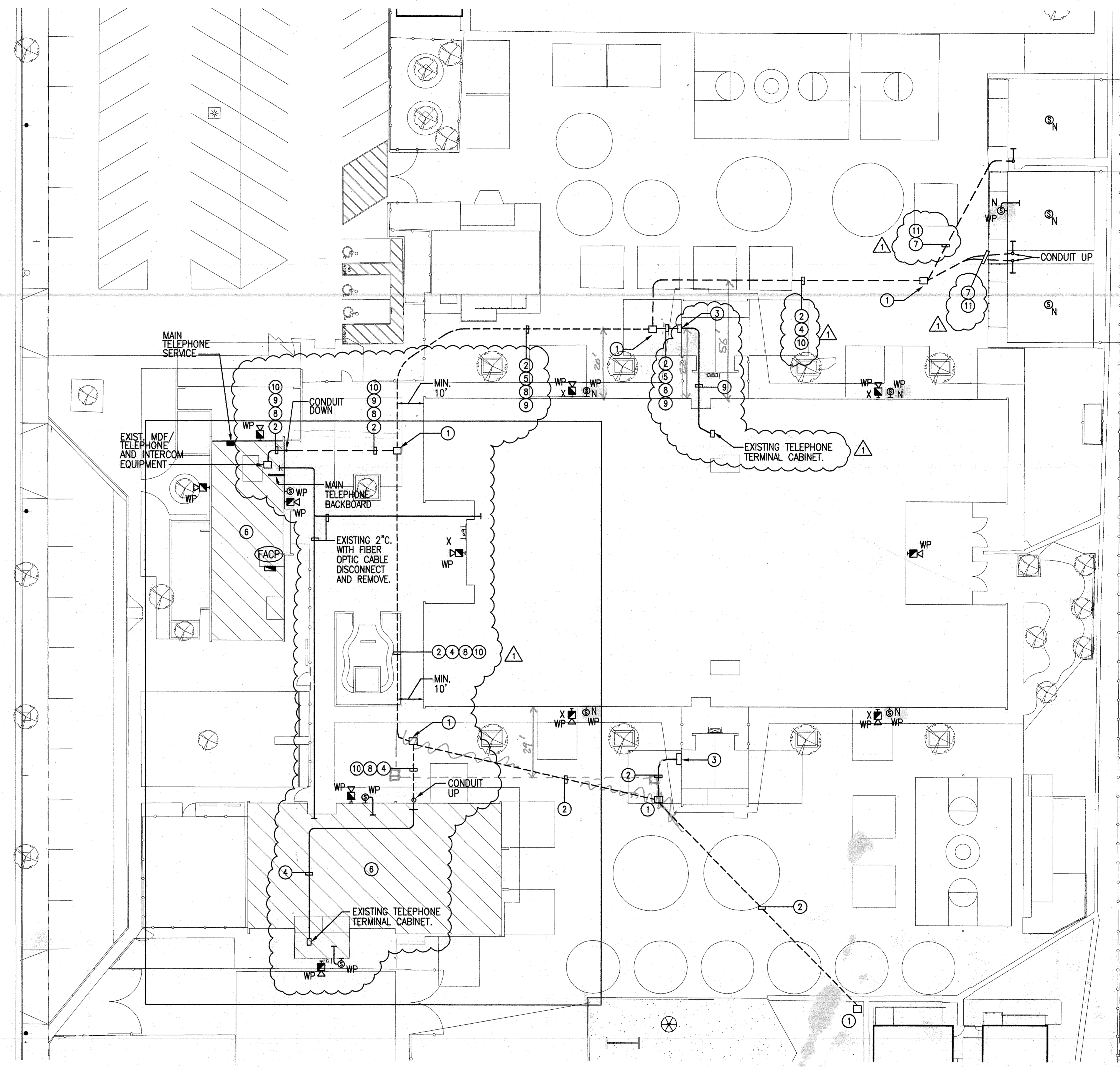
**SITE SIGNAL/  
 COMMUNICATION  
 SYSTEMS PLAN**

DATE: 2008-03-03  
 DRAWN BY: S.A.M.  
 DATE: 09-15-2008

**RD1-  
 F-12**

JELLYCK A

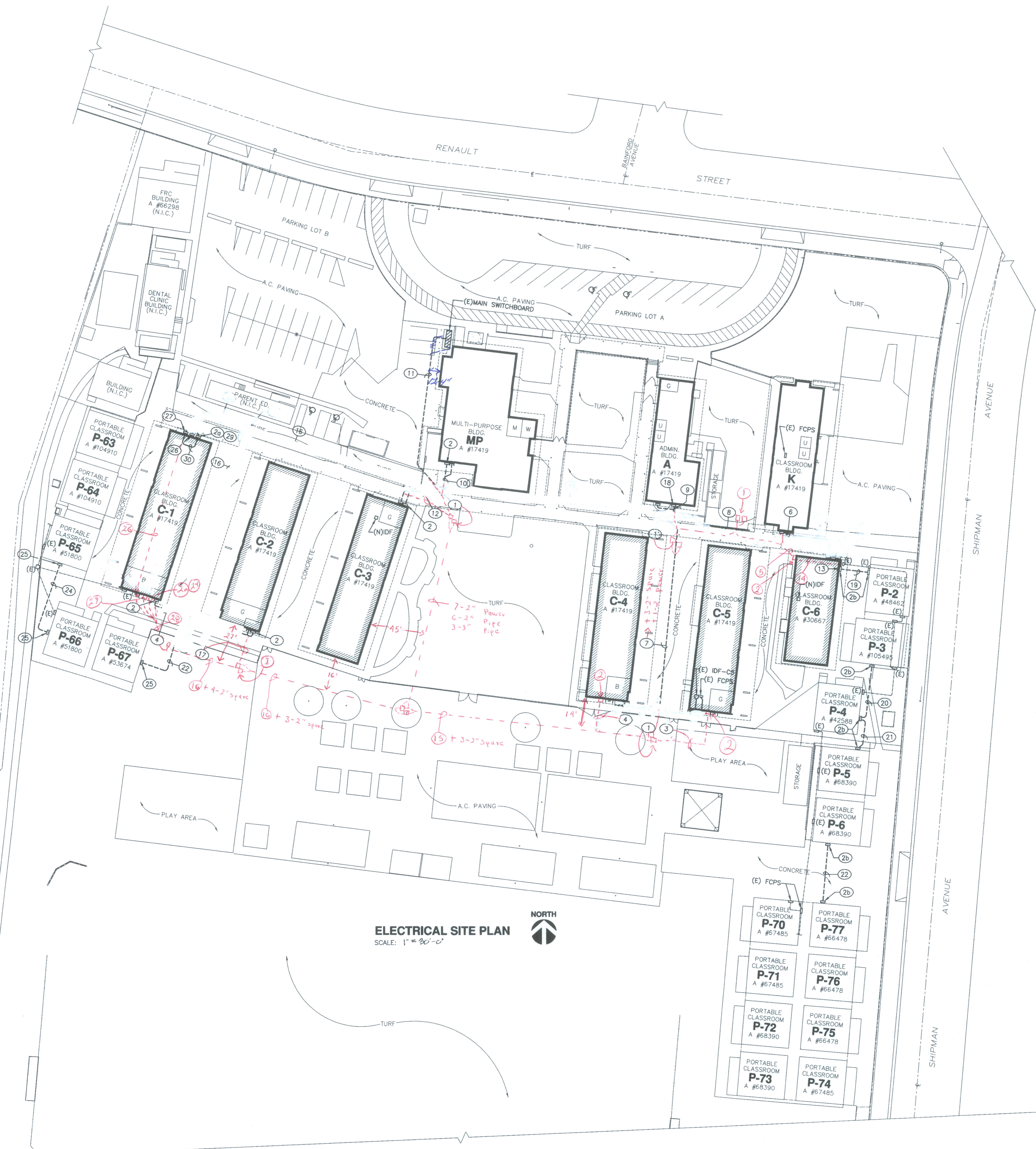
FEET



**SITE SIGNAL/COMMUNICATION SYSTEMS PLAN**  
 SCALE: 1"=20'-0"

NOTE:  
 SEE ARCHITECTURAL DRAWING "A1.2" DETAIL "A"  
 AND SHEET "E-0.3" DETAIL "7" FOR TYPICAL  
 TRENCHING DETAIL.

- REFERENCE NOTES:**
- 1 NEW 2'X3'X3"D. PRECAST CONCRETE PULLBOX WITH TRAFFIC RATED STEEL COVER.
  - 2 2-4"Ø. 4-2"Ø.
  - 3 NEMA 3R, 24"SQ. X 8"D. ENCLOSURE MTD. +12" ABOVE GRADE.
  - 4 2"Ø. WITH 10 PAIR PAGE/INTERCOM CABLE. 2"Ø. WITH FIBER OPTIC CABLE FOR RECONNECTION TO IDF.
  - 5 2"Ø. WITH 50 PAIR PAGE/INTERCOM CABLE.
  - 6 PROVIDE IN BID COST TO FURNISH AND INSTALL 10 FLUSH CEILING MOUNTED PAGING SPEAKER WITHIN THIS BLDG.
  - 7 1"Ø. WITH 2-2PAIR PAGING/INTERCOM CABLE.
  - 8 2"Ø. WITH FIBER OPTIC CABLE FOR RECONNECTION TO IDF.
  - 9 2"Ø. WITH 25 PAIR TELEPHONE SYSTEM CABLE FROM EXISTING MAIN TELEPHONE EQUIPMENT BACKBOARD TO EXISTING TERMINAL CABINET AND MAKE ALL CONNECTIONS NECESSARY TO REESTABLISH TELEPHONE SERVICE AS BEFORE. REMOVE EXISTING TELEPHONE SYSTEM CABLE BACK TO EXISTING MAIN TELEPHONE BACKBOARD.
  - 10 1"Ø. WITH 10 PAIR TELEPHONE SYSTEM CABLE FROM EXISTING MAIN TELEPHONE EQUIPMENT BACKBOARD TO EXISTING TERMINAL CABINET AND MAKE ALL CONNECTIONS NECESSARY TO REESTABLISH TELEPHONE SERVICE AS BEFORE. REMOVE EXISTING TELEPHONE SYSTEM CABLE BACK TO EXISTING MAIN TELEPHONE BACKBOARD.
  - 11 1"Ø. WITH 2-5 PAIR TELEPHONE SYSTEM CABLE.



**ELECTRICAL SITE PLAN**  
SCALE: 1" = 30'-0"

NOTE: THIS DRAWING SHOWS NEW SITE PULLBOXES AND CONDUITS FOR THIS MODERNIZATION. EXISTING PULLBOXES CONDUITS THAT ARE NOT SHOWN, UNLESS OTHERWISE SHOWN AS DEMOLISHED ON DEMOLITION SITE PLAN E-2.1, SHALL REMAIN.

- KEYED NOTES**
- 1 3'x3'x4'D CONCRETE UNDERGROUND POWER PULLBOX;  
3'x3'x4'D CONCRETE UNDERGROUND SIGNAL PULLBOX.
  - 2 WEATHERPROOF PULLBOX. MOUNT HIGH ON WALL:  
(a) 12"x12"x6" DEEP (FIRE ALARM)  
(b) 16"x16"x6" DEEP (DATA/PA).
  - 3 2"C.O. STUB-UP NEAR BUILDING WALL (SPARE POWER); 2"C.  
(2) 25 PAIR ALPETH CABLE (TELEPHONE); 2"C. (3)FW+12#12  
(FIRE ALARM); (1)3"C.O. STUB-UP NEAR BLDG. WALL (SPARE  
SIGNAL); 3"C. (1)DFO (DATA); 2"C. (2)RG-11 & (1)CC (CCTV);  
2"C. (3)AW, (6)BW(PA).
  - 4 2"C.O. STUB-UP NEAR BUILDING WALL (SPARE POWER); 2"C.  
(1) 25 PAIR ALPETH CABLE (TELEPHONE); 2"C. (1)FW+4#12  
(FIRE ALARM); (1)3"C.O. STUB-UP NEAR BLDG. WALL (SPARE  
SIGNAL); 3"C. (1)DFO (DATA); 2"C. (1)RG-11 (TV); 2"C. (3)AW,  
(6)BW(PA).
  - 5 2"C.O. STUB UP NEAR BLDG. WALL (SPARE POWER); 2"C.  
(2)FW+8#12 (FIRE ALARM); (1)3"C.O. STUB-UP NEAR BLDG.  
WALL (SPARE SIGNAL); 3"C. (2)DFO (DATA); 2"C. (1)RG-11(TV)  
& (4)CC(CCTV).
  - 6 2"C.O. STUB UP NEAR BLDG. WALL (SPARE POWER); 2"C.  
(3)FW+8#12 (FIRE ALARM); (1)3"C.O. STUB-UP NEAR BLDG.  
WALL (SPARE SIGNAL); 3"C. (2)DFO (DATA); 2"C. (1)RG-11(TV)  
& (1)CC(CCTV); 2"C. (2)AW, (4)BW(PA).
  - 7 (2)2"C.O. (SPARE POWER); 3"C. (1) 25 PAIR ALPETH CABLE  
(TELEPHONE); 2"C. (2)FW+8#12 (FIRE ALARM); (2)3"C.O.  
(SPARE SIGNAL); 3"C. (2)DFO(DATA); 2"C. (1)RG-11 &  
(1)CC(CCTV); 2"C. (6)AW, (12)BW(PA).
  - 8 (2)2"C.O. (SPARE POWER); 3"C. (1) 25 PAIR ALPETH CABLE  
(TELEPHONE); 2"C. (1)FW+4#12 (FIRE ALARM); (2)3"C.O.  
(SPARE SIGNAL); 3"C. (3)DFO(DATA); 2"C. (1)RG-11 &  
(5)CC(CCTV); 2"C. (2)AW, (4)BW(PA).
  - 9 2"C.O. STUB-UP NEAR BLDG WALL (SPARE POWER); 3"C.(5)  
25 PAIR ALPETH CABLE (TELEPHONE); 2"C. (2)FW+8#12 (FIRE  
ALARM); (2)3"C.O. STUB-UP NEAR BLDG WALL (SPARE SIGNAL);  
3"C. (3)DFO (DATA); 2"C. (1)RG-11 & (1)CC(CCTV); 2"C.  
(8)AW, (6)BW(PA); 2"C. (E)(1)DFO.
  - 10 2"C.O. STUB UP NEAR BLDG. WALL (SPARE); 2"C.  
(2)FW+8#12(FIRE ALARM); 2"C. (9)BW(PA).
  - 11 (8) 2"C.O. (SPARE POWER)
  - 12 2"C.O. STUB-UP NEAR BUILDING WALL (SPARE POWER); 2"C.  
(2) 25 PAIR ALPETH CABLE (TELEPHONE); 2"C. (1)FW+4#12  
(FIRE ALARM); (1)3"C.O. STUB-UP NEAR BLDG. WALL (SPARE  
SIGNAL); 3"C. (6)AW, (26)BW(PA).
  - 13 INTERCEPT (E) FIRE ALARM WIRES FROM RELO P2. PROVIDE  
TERMINAL BLOCK ON (E) PULLBOX.
  - 14 1"C. (1)FW+4#12; 2"C. (1)DFO.
  - 15 (5) 2"C.O. (SPARE POWER); 3"C. (3) 25 PAIR ALPETH CABLE  
(TELEPHONE); 2"C. (1)FW+4#12 (FIRE ALARM); (2)3"C.O.  
(SPARE SIGNAL); 2"C. (E)(1)DFO.
  - 16 (2)2"C.O. (SPARE POWER); 3"C. (2) 25 PAIR ALPETH CABLE  
(TELEPHONE); 2"C. (2)FW+8#12 (FIRE ALARM); (2)3"C.O.  
(SPARE SIGNAL); 2"C. (6)AW, (17)BW(PA); 2"C. (E)(1)DFO.
  - 17 2"C.O. STUB-UP NEAR BUILDING WALL (SPARE POWER); 2"C.  
(2) 25 PAIR ALPETH CABLE (TELEPHONE); 2"C. (3)FW+12#12  
(FIRE ALARM); (1)3"C.O. STUB-UP NEAR BLDG. WALL (SPARE  
SIGNAL); 3"C. (1)DFO (DATA); 2"C. (2)RG-11 & (1)CC (CCTV);  
2"C. (3)AW, (6)BW(PA).
  - 18 WEATHERPROOF PULLBOX. MOUNT HIGH ON WALL:  
(a) 12"x12"x6" DEEP (FIRE ALARM)  
(b) 24"x24"x6" DEEP (DATA/TEL/PA).
  - 19 2"C. (1)DFO(DATA); 2"C. (13)AW, (6)BW(PA).
  - 20 2"C. (1)DFO(DATA); 2"C. (11)AW, (5)BW(PA). + 1 2"
  - 21 2"C. (1)DFO(DATA); 2"C. (10)AW, (5)BW(PA). + 1 2"
  - 22 2"C. (1)DFO(DATA); 2"C. (8)AW, (4)BW(PA). + 1 2"
  - 23 1-1/2"C. (5)AW(PA).
  - 24 1"C. (3)AW(PA).
  - 25 WEATHERPROOF PULLBOX. MOUNT HIGH ON WALL, 10"x10"x6"  
DEEP (PA).
  - 26 16"x16"x6" WP PULLBOX TO INTERCEPT (E)3" CONDUIT @  
BLDG C1 WALL. 1 2" for DFO and 1 2" Telephone
  - 27 12"Wx18"Hx6"D WP TELEPHONE TERMINAL CABINET TO  
INTERCEPT (E) 2" CONDUIT @ BLDG C1 WALL. TERMINATE (E)  
TELEPHONE WIRES ON TTC.
  - 28 2"C. PULL-IN (E) FIBER CABLE UP TO MDF; 2"C. (1)J25; 2"C.  
(1)FW+4#12(FIRE ALARM).
  - 29 PROVIDE TERMINAL BLOCK ON (E) FIRE ALARM PULLBOX &  
TERMINATE (N) & (E) WIRES.
  - 30 1"C. PULL-IN EXISTING FIRE ALARM WIRES FROM 1"C ON  
BLDG-C1 WALL INTO CONDUIT UP TO (E) FIRE ALARM  
PULLBOX.

Revision(s)

No.	Remarks	Date

THIS DRAWING INDICATES THE GENERAL PRELIMINARY SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL, ELECTRICAL SYSTEMS. AS SCOPE DOCUMENTS THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED HEREIN. THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

D.S.A. STAMP  
DSA FILE NO. 19-92  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
APPL. 03-112764  
AC. FLS. 2041 SS. M.K.  
DATE: 8/24/10

PACIFIC ENGINEERS GROUP  
Consulting Electrical Engineers  
11028 Victory Boulevard, Suite 201  
North Hollywood, Ca. 91606-3720  
(818) 753-9189  
FAX (818) 753-9189 19-021

Henry Woo Architects, Inc.  
1210 Brea Canyon Rd.  
Diamond Bar, CA 91789-3909  
PH: (909) 594-8193  
FAX: (909) 594-8726

Project Title  
**NORTHAM E.S. PARTIAL MODERNIZATION**  
for  
ROWLAND UNIFIED SCHOOL DISTRICT

Project Address:  
17800 E. RENAULT ST.  
LA PUENTE, CA 91744

Project No.  
**108RSD16**

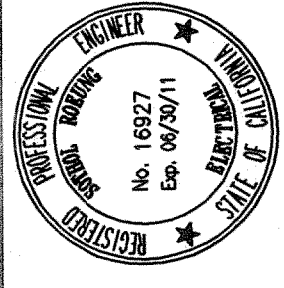
Sheet Title  
**ELECTRICAL SITE PLAN**

Designed: AD  
Drawn: HT  
Checked: AD  
Drawing No.

**E-2.2**







**ENGINEERING, INC.**  
 800 West Broadway, Suite 250  
 Glendale, CA 91204  
 (818) 265-9720

STATE OF CALIFORNIA  
 DIVISION OF THE STATE ARCHITECT  
 OFFICE OF REGULATION SERVICES  
 9999 L Street, Suite 112303  
 Sacramento, CA 95831  
 DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

ISSUE FOR  
 DSA SUBMITTAL 11-24-08

**DC ARCHITECTS**  
 820 N. MOUNTAIN AVENUE  
 SUITE 200  
 UPLAND, CA 91786  
 (909) 856-8838 OFFICE  
 (909) 865-0864 FAX

**YBARRA ACADEMY  
 PARTIAL MODERNIZATION**  
 ROWLAND UNIFIED SCHOOL DISTRICT

**SITE SIGNAL/  
 COMMUNICATION  
 SYSTEMS PLAN**

JOB NUMBER: 2008-02B  
 DRAWN BY: CAD  
 DATE: 11-24-2008

**E-1.2**

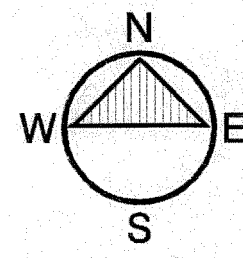
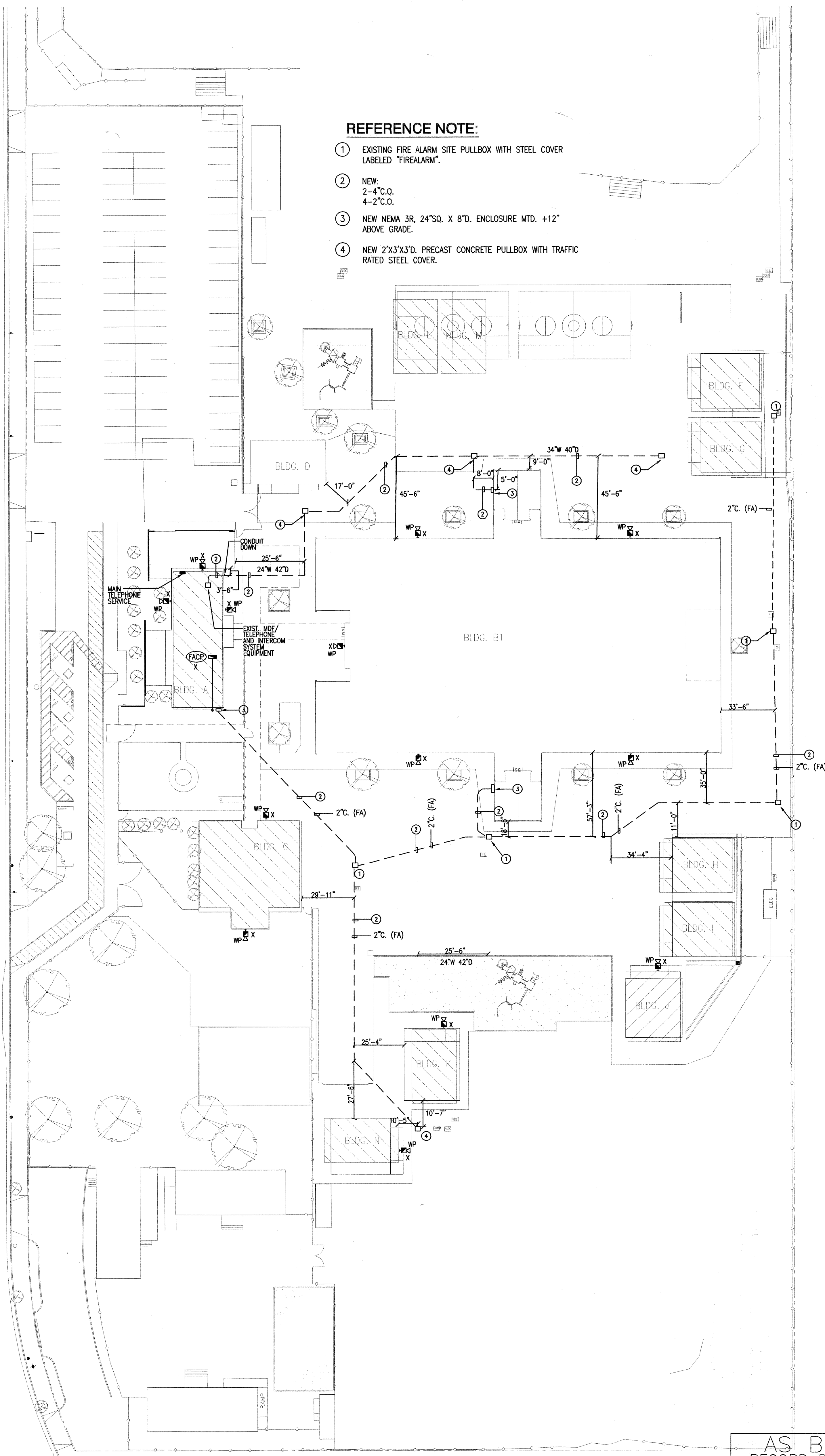
E. MARDSTAY ST.

BREA CANYON CUT-OFF ROAD

E. SEARLS DR.

**REFERENCE NOTE:**

- ① EXISTING FIRE ALARM SITE PULLBOX WITH STEEL COVER LABELED "FIREALARM".
- ② NEW:  
2-4"C.O.  
4-2"C.O.
- ③ NEW NEMA 3R, 24"SQ. X 8"D. ENCLOSURE MTD. +12" ABOVE GRADE.
- ④ NEW 2'X3'X3"D. PRECAST CONCRETE PULLBOX WITH TRAFFIC RATED STEEL COVER.



**SITE SIGNAL/COMMUNICATION SYSTEMS PLAN**

SCALE: 1"=30'-0"

**AS BUILT  
 RECORD DRAWINGS**

DATE: 06-24-2013  
 The RECORD DRAWINGS were prepared based on information and confirmation of actual conditions as supplied to DC ARCHITECTS by the CONTRACTOR. DC ARCHITECTS is not responsible for accuracy, completeness or coordination of the information provided by the CONTRACTOR. In addition, these drawings may not reflect all existing conditions.

P:\Bureau\USD\008\02B\Ybarra Academy\MOD\CON\01\TANTY FILES\Electrical\As-Built\071513\WMS\_E12SITESS - Standard\WKS\_E12SITESS.dwg, 7/15/2013 9:46:23 AM, Xrefs: 510 Series Wide format with FreeBier Access

**END OF APPENDIX III**  
**SITE SIGNAL AND COMMUNICATION PLANS**

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