

LITTLE LAKE CITY SCHOOL DISTRICT



LAN FIBER OPTIC UPGRADE RFB No. 18-19-005

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Bid Deadline:

Friday, March 04, 2019, 10:00 a.m., PST

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1 NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Little Lake City School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but no later than **Friday, March 04, 2019, 10:00 a.m., PST**, sealed proposal for the award of contract for:

LAN FIBER OPTIC UPGRADE RFB No. 18-19-005

Each bid shall be submitted on the forms provided in the bid documents in a sealed envelope clearly marked **LAN FIBER OPTIC UPGRADE RFB No. 18-19-005**. A copy of the bid package may be obtained, at the Purchasing Department of said District, or request by email to: jvargas@llcsd.net. The bid documents may also be viewed and obtained in the District's purchasing website located on the following link: <https://www.llcsd.net/currentbids>.

PLEASE NOTE that the Project may be funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF) (the "E-Rate Program"). Therefore, all Bidders must be eligible to provide services pursuant to the E-Rate Program and comply with all E-Rate requirements, as described in the bid documents. Bidders must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with their bids.

There will be a mandatory Bid Conference/Job Walk on **February 12, 2019 at 10:00 a.m.** beginning at Little Lake City School District, 10515 S. Pioneer Boulevard, Santa Fe Springs, CA 90670. Any Contractor bidding on the Project who fails to attend the entire mandatory bid conference and job walk will be deemed a non-responsive bidder and will have its bid returned unopened.

Sealed bids must be received on or before **Friday, March 04, 2019, 10:00 a.m., PST** at the Little Lake City School District, 10515 S. Pioneer Blvd. Santa Fe Springs, CA 90670, attention: Jorge Vargas, Buyer. It is the sole responsibility of the bidder to see that its bid proposal is received in proper time at the address noted herein.

Each bid must conform and be responsive to this invitation, Instructions to Bidders and General Terms and Conditions, and all other documents comprising the pertinent Contract Documents.

The District reserves the right to reject any or all bid proposals, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding. No bidder may withdraw its bid for a period of ninety (90) calendar days after the date set for the receipt of bids.

The Bidder is advised that all inquiries and clarifications about the RFB documents, specifications, etc., shall be submitted to the District in writing no later than **February 22, 2019, 10:00 AM**. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Jorge Vargas, Buyer at jvargas@llcsd.net

Publication: Whittier Daily News, January 29, 2019 and February 05, 2019

2 INTRODUCTION

The District is seeking competitive bids for LAN Fiber Optic replacement services at nine school sites and the District Office. In addition to issuing this Request for Bids (RFB) and in conformity with the FCC Schools and Library Division (SLD), “Universal Service Fund” (also known as E-Rate funding), District will post a Form 470 to seek E-Rate discounts for the services sought by this RFB. The Form 470 #190019759 is posted on January 29, 2019, and can be found at the following E-rate website: <http://portal.usac.org/suite> Log into the USAC EPC Portal and search for Form 470 #190019759.

The District, located in Los Angeles County, in the state of California serves a student population numbering approximately 4,300 students in grades kindergarten through eighth grade. The District has two middle schools and seven elementary schools. In addition, there is an administrative site, which include the District Office, Child Nutrition and Warehouse/Facilities and Maintenance.

The primary point of contact for this RFB is Jorge Vargas, Buyer. Bids in response to this RFB are due by 10:00 AM (Pacific Time) on March 04, 2019, at the District’s Purchasing Department. The District Purchasing Department is located at 10515 S. Pioneer Blvd., Santa Fe Springs, CA 90670. Respondents are required to submit one (1) original of the proposal and one flash drive containing all documents to the District. The submittal must be contained together within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Bidder Name, Address, Phone number, as well as the RFB name and number.

The District has posted this RFB both on the District’s website located at <https://www.llcsd.net/currentbids> and on the USAC EPC portal at <http://portal.usac.org/suite>. Log into the USAC EPC Portal and search for Form 470 #190019759. All addendums, questions, and answers will be posted to both sites. In the event of a discrepancy, the version hosted at the district website <https://www.llcsd.net/currentbids> is the controlling document.

3 OVERVIEW OF PROJECT

The District has the opportunity to upgrade the current 1 Gb fiber to 10 Gb fiber. The existing 1 Gb fiber runs will be removed from each MDF to IDF to make room for the new fiber runs. The existing conduit, cabinets, fiber trays at each site will be utilized for this project.

4 INSTRUCTION TO BIDDERS

4.1 SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a winning bidder:

<u>Action</u>	<u>Date</u>
Release of Request for Bids	January 29, 2019
Publication of Request for Bids	January 29, 2019 February 05, 2019
Filing of Form 470	January 29, 2019
Mandatory Bidder Conference/Site Walk at 10:00 am (PST)	February 12, 2019
Last Day to Submit Questions for Clarification received by the District on or before 10:00 am (PST)	February 22, 2019
Final Responses/Addendum Issued by District	February 26, 2019
Deadline for Receipt of Bids submitted on or before 10:00 a.m. (PST)/Bid Opening	March 04, 2019
Expected Board Approval	March 12, 2019
Filing of Form 471	March 18, 2019

These dates may be amended or changed in the District's sole discretion through the issuance of an addendum.

4.2 PREPARATION OF BID DOCUMENTS

Bids under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and the name and number of the project for which the proposal is submitted. The District reserves the right to reject any bids if all of the above information is not furnished. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

4.3 BID SECURITY

Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) 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 contract 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 Bonds 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 the bidder, said security will be forfeited.

4.4 AGREEMENTS, INSURANCE, AND BONDS

The Agreement which the successful bidder, as Contractor, will be required to execute, and the form of the bonds and insurance endorsements which such Contractor will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. Payment bond and performance bonds in the amount of one hundred percent (100%) of the amount of the contract and insurance endorsements must be furnished as required in the contract, all prior to execution of the contract. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure section 995.120.

The bidder will include two (2) signed and dated originals of the attached Agreement with their bid proposal.

4.5 SIGNATURES

The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is on file in the District's office. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign. Bids submitted as joint venturers must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4.6 NAME AND NATURE OF BIDDER'S LEGAL ENTITY

Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. The bid shall be signed under the correct firm name by an authorized officer or person.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify District's Purchasing Department in order to ensure proper steps be taken to have the change(s) reflected on the Agreement or purchase order.

4.7 MANDATORY BIDDER CONFERENCE/JOB WALK

A mandatory job walk will be conducted on **February 12, 2019 10:00 A.M.** beginning at Little Lake City School District, 10515 S. Pioneer Boulevard, Santa Fe Springs, CA 90670. The purpose of the bidder conference/job walk will be to review the existing conditions and to identify opportunities and constraints. Representatives from the District will be in attendance to conduct the conference/job walk and answer questions. Questions and answers from the job walk will be issued as an addendum to the RFB. Any party who fails to attend the entire mandatory job walk will be deemed a non-responsive bidder and will have its bid returned unopened. To demonstrate compliance, bidders must appear on time, sign in with the District, and remain throughout the entire job walk until the District formally ends the job walk.

4.8 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to facility conditions, difficulties, and restrictions attending the execution of the work under the contract are fully understood. Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

4.9 PROPOSAL CONTENT AND FORMAT

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

The bidder will include with their bid a written narrative, detailing the means, methods of the proposed service offering. The Proposal Narrative shall not exceed 5 pages. The proposal narrative shall include at a minimum:

4.9.1 A brief description of the bidder, their history in the marketplace and with the E-Rate Program.

- 4.9.2 An implementation plan, including a project schedule, for the successful delivery to the proposed service offering to the Owner.
- 4.9.3 A description of the bidder's billing process, including those related to the E-Rate program to ensure bidder can and will meet the Service Provider Invoice (SPI) method described in the bid documents
- 4.9.4 A statement, if applicable, that clearly addresses any conflict or inability on the part of the bidder to meet the specified service and/or terms and conditions specified in this document, in which case bidder must explain how it will otherwise meet the needs and requirements of the District, as set forth herein. The District, at its sole discretion, may deem any bidder who indicates that it cannot or will not meet the services and/or terms and conditions specified in this document as non-responsive

4.10 AWARD OF CONTRACT

The award of the Contract, if made by the District will be pursuant to Public Contract Code section 20118.1. The District shall select the Bidder who is one of the three lowest responsible bidders and whose bid proposal meets the evaluation standards set forth in the RFB and will be most advantageous to the District with all other factors considered, to be determined at the sole discretion of the District. The District will assess all bids pursuant to the requirements set forth herein and in accordance with the selection criteria provided below to identify the vendor who best meets the District's needs, when considering all factors including, but not limited to, price, bid proposal completeness, business stability, references, and demonstrated E-rate experience.

The District's staff shall evaluate the three lowest-priced bid proposals and determine the vendor to be recommended to the Governing Board for acceptance. Thus, the District reserves the right to select the Bidder who demonstrates the ability to best meet the needs of the District, to be determined at the sole discretion of the District, from among the three lowest bidders and shall not be required to select the lowest responsible bidder.

4.10.1 Evaluation Criteria

- Proposed Project Cost
- Business Stability
- References
- E-Rate Experience
- Overall ability to meet District's needs and requirements as described herein and to be determined at the District's sole discretion.

The Project may be 100% contingent upon the approval of funding from the Universal Services Fund's Schools and Libraries Program, otherwise known as E-Rate. The District, at its sole discretion, may cancel the Project, and terminate any pending contract, in the event E-Rate funding is not received or delayed for any reason or, may proceed with the Project, in whole or in part, without E-Rate funding, in which case, all references to E-rate funding and the associated regulations shall be deemed void. Execution of the Project, in part or in whole, is solely at the discretion of the District. Bidders wishing to bid, do so solely at their own risk and shall be solely responsible for any costs incurred as a result of submitting a bid.

4.11 PRICING

The bidder shall submit pricing on the provided “Bid Form”. If the bidder wishes to propose “alternate” pricing and/or product options, they may do so only in addition to supplying a “Bid Form” for the requested service. Any “alternate” pricing and/or product options must be attached with clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District’s needs and requirements, as set forth in this RFB. The District, at its sole discretion, shall determine if any alternative pricing and/or product options comply with the requirements of this RFB.

Bidder will download the Excel “Price Bid Sheet,” spreadsheet and itemize their bid prices. Pricing shown on the “Price Bid Sheet” must conform to the pricing shown on the “Bid Form;” otherwise, the proposal will be deemed non-responsive. Use only the **authorized form** in Microsoft Excel format, which is available at: <https://www.lcsd.net/currentbids>

4.12 BIDDER INFORMATION AND REFERENCES

The bidder shall complete and include the attached “Reference Form” as a part of their proposal. Bidder shall include a minimum of three (3) references, preferably from a K-12 school district, that demonstrate their ability to provide the services requested in this RFB.

The bidder shall also complete and submit the attached “Bidder Information Form”. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of the vendor’s responsibility to perform may result in rejection of the bid.

4.13 PUBLIC WORKS

To the extent the project may be considered to be a public works project, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the successful bidder or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it 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 public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the successful vendor, without further acknowledgement by the parties.

4.14 CONTRACTOR/SUBCONTRACTOR REGISTRATRION

A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code § 4104), or engage in the performance of any contract for public

work as defined in the Labor Code unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Bidder acknowledges that the license number required for the performance of Public Works is, at the time of submitting proposal, and shall be throughout the period of the contract, valid pursuant to State of California requirements.

4.15 E-RATE REQUIREMENTS

This contract is contingent on E-rate funding. A full list of the terms and conditions related to E-rate are available in **Attachment “B”**.

4.16 MODIFICATIONS

Changes in or additions to the Bid Forms, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other District documents in this bid which is not specifically called for in the Contract Documents may result in District’s rejection of the bid as not being responsive to the Notice Calling for Bids. No oral or telephonic modification of any bid submitted will be considered.

4.17 ERASURES, INCONSISTENT OR ILLEGIBLE BIDS

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such error shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent or ambiguous, District may reject such bid as not being responsive to the Notice Calling for Bids. Verify your bid before submission, as it cannot be corrected after the bid opening.

4.18 WITHDRAWAL OF BIDS

Bids may be withdrawn by email, by letter or in person by a bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the bidder. If withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid. Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in the Schedule of Events. Any bid security for a withdrawn bid shall be returned at the time of withdrawal. No bids may be withdrawn for a period of ninety (90) days after the date set for the opening of bids.

4.19 INTERPRETATION OF DOCUMENTS

If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to District in writing. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by

addendum duly issued by District, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral communication be binding on District. Any oral discussions made during the Mandatory Job Walk are provided for clarification purposes only and shall not bind the District unless confirmed in writing through addenda.

4.20 BIDDERS INTRESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

4.21 EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved to be assessed at the District's sole discretion.

4.22 LISTING SUBCONTRACTORS

Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

4.23 CONTRACTOR'S LICENCE

To perform the work required by this notice, the Contractor must possess a **Class C-7- Low Voltage Systems Contractor's License**, and the Contractor must maintain the license throughout the duration of the contract. If, at the time the bids are opened, 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 and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

4.24 PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

4.24.1 One Product Specified.

Unless the specifications state that no substitution is permitted, whenever the contract documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

4.24.2 Request for Substitution.

Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the contract document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District’s Substitution Request form (“Request Form”) and submit the completed Request Form with the bidder’s bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 4.24.2.1 Is equal in quality, service, and ability to the Specified Item;
- 4.24.2.2 Will entail no changes in detail, construction and scheduling of related work;
- 4.24.2.3 Will be acceptable in consideration of the required design and artistic effect;
- 4.24.2.4 Will provide no cost disadvantage to the District;
- 4.24.2.5 Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 4.24.2.6 Will require no change in the construction schedule.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder’s request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder’s bid shall be considered non-responsive and the District may remove the bidder from the three lowest bidder list and include the next lowest bidder in the District’s assessment in accordance with Public Contract Code section 20118. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder’s requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder’s bid bond will be forfeited.

After the bids are opened, the selected bidder shall provide, within five (5) calendar days of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District’s receipt of such evidence by bidder, the District will make its final decision as to whether the bidder’s request for substitution for any Specified Items will be granted. The District shall have sole

discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the District shall be documented and processed through a Change Order'. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution.

4.25 AMENDMENTS OR ADDENDUMS

Bidders are advised that District reserves the right to amend the requirements of this Notice Calling for Bid prior to the date set for opening of bids. Such revision will be done formally by publishing addendums to the District website and emailing all bidders known to have received a copy of the Invitation for Bid. If in the judgment of the District, the change is of such nature that additional time is required for bidders to prepare their bids, District will change the date of the bid deadline/opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of addendums to bid where provided on the Bid Form. District may attempt to email any such addendums to known bidders but has no obligation to do so. Thus, all bidders are solely responsible for periodically reviewing the District's website for any addendums.

4.26 BID VALIDITY

Bids are to be valid and in force for ninety (90) days after opening.

4.27 PUBLIC INFORMATION

All material received by District in response to this Notice Calling for Bids shall be made available to the public. If any part of a bidder's materials is proprietary or confidential, the bidder may identify and so state. However, the District, as a public agency, is subject to various disclosure laws including the California Public Contract Code. Thus, the District cannot guarantee any information submitted in response to this RFB will remain confidential. Any bidder information used to aid in bid selection must not be restricted from the public.

4.28 BID COSTS

District will not pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.

4.29 BID DOCUMENT QUESTIONS OR CLARIFICATIONS

Bidders may submit any questions regarding the bid procedure or requirements to the District at jvargas@llcsd.net on or before the time identified in the Schedule of Events. The District shall prepare an addendum to address all timely submitted questions which shall be posted on the District's website at <https://www.llcsd.net/currentbids>. Hard copies of the District's addenda can also be obtained by calling the District Buyer at, (562) 868-8241 Ext. 2268.

4.30 BID PROTEST PROCEDURES

Any bidder may file a bid protest. The protest shall be filed in writing with the District's Buyer not more than five (5) business days after the date in which bids are made public. An e-mail address shall be provided by the bidder filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons

and facts upon which the protest is based.

4.30.1 Resolution of Bid Controversy

Once the bid protest is received, the bidder will be notified of the protest and the evidence presented. If appropriate, the selected bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be awarded the contract. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within ten (10) days of receipt of the protest, unless factors beyond the District’s reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

4.30.2 Finality

The decision concerning the Bid controversy will be final and not subject to any further Appeals. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

4.31 MANDATORY CONTRACT FORMS AND DOCUMENTS

This checklist is provided as a convenience to assist bidders in ensuring that a complete proposal package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bidder requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete proposal package.

Description	Attachment
Bid Form	“A”
E-Rate Supplemental Terms and Conditions	“B”
E-Rate Certification	“C”
Reference Form	“D”
Bidder Information Form	“E”
Non-Collusion Statement	“F”
Worker’s Compensation Certification	“G”
Criminal Background Investigation/Fingerprint Certification	“H”
Alcohol and Tobacco Free Environment Certification	“I”
Drug-Free Workplace Certification	“J”
Prevailing Wage Certification	“K”
Designated Subcontractor’s List	“L”
Hazardous Materials Certification	“M”
Lead-Based Materials Certification	“N”
Bid Bond Form	“O”
Bid Guarantee Form	“P”
Payment Bond	“Q”
Performance Bond	“R”
Agreement	“S”

5 BID SPECIFICATIONS

5.1 PRODUCTS

5.1.1 Optical Fiber Backbone Cable:

5.1.1.1 Superior Essex TeraGain® 10G-300 or 10G-550 or Approved Equal

- UL listed OFNP or OFNR as required by installation location; aqua jacket
- Cable shall be reinforced with Aramid yarn, and contain no metallic elements.
- Optical fiber cable shall have an attenuation value not to exceed 3.5 dB per kilometer at 850 nm and 1.5 dB per kilometer at 1300 nm. Minimum Bandwidth 1500 MHz per kilometer at 850 nm and 500 MHz per kilometer at 1300 nm.
- Superior Essex Part Numbers:
 - ✓ 50 Micron Plenum Rated-OM3-Tight Buffer 12 strand 44012BG01
 - ✓ 50 Micron Riser Rated-OM3-Tight Buffer 12 strand 43012BG01
 - ✓ 50 Micron Plenum OFNP-OM4 Tight Buffer 12 Strand 44012FG01
 - ✓ 50 Micron Plenum OFNP-OM4 Tight Buffer 6 Strand 44006FG01
 - ✓ 50 Micron Riser OFNR- OM3 Loose Tube 6 strand 13006NG01
 - ✓ 50 Micron Riser OFNR-OM3 Loose Tube 12 Strand 13012NG01
 - ✓ 50 Micron Riser OFNR- OM4 Loose Tube 6 strand 13006PG01
 - ✓ 50 Micron Riser OFNR-OM4 Loose Tube 12 Strand 13012PG01

5.1.2 Optical Fiber Enclosures: Provide rack mounted modular enclosure units complete with connector couplings mounted adapter panels for interconnection of optical fiber cables as specified herein. Units shall be sized to terminate all optical fibers indicated on the Drawings in the MC.

5.1.2.1 In the MC provide:

- Standard Density
 - ✓ Enclosure - Rack mount fiber enclosure for patching and splicing: Ortronics Part Number: OR-FC0xU-C x= Height in Rack Units
 - ✓ Adapter Panels –
 - Duplex SC Adapter Panels, multimode with ceramic alignment sleeves. Ortronics Part Number: OR-OFP-SCD12LC
 - LC Quad – 24 fiber, multimode with ceramic alignment sleeves Ortronics Part Number: OR-OFP-LCQ24LC
 - MPO- 8 MPT®/MPO multimode Type A. Ortronics Part Number: OR-OFP MPA72LA
 - ✓ 3. Blank adapter panels: Ortronics Part Number: OR-OFP-BLANK
 - ✓ 4. Splice Trays with hinged transparent cover. 12 fiber tray Ortronics part number: OR-FST2F012
- High Density

- ✓ *Enclosure – Rack Mount Fiber Enclosure for Patching and Splicing. Ortronics part number: Available in 1-4 rack units. Ortronics 3 rack unit enclosure part number: OR-FC03U-M*
- ✓ *Adapter Panels-*
 - LC Quad – 6 LC Quad, 24 fiber, multimode, ceramic alignment sleeves. Ortronics part number: OR-HDFP-LCQ24LC
 - MPO- 6 MPT®/MPO, multimode, Type A. Ortronics Part Number:

OR-HDFP-MPA72LA

- ✓ *Blank adapter panels – OR-HDFP-BLANK*
- ✓ *Splice Trays – 48 splice tray (recommend OR-205000337 heat shrink splice sleeves). Tray is transparent with a hinged cover and mylar insert. Ortronics part number: OR-FST3-F048*

5.1.3 Multi-mode Optical Fiber Connectors: for termination on 900 micron buffered optical fiber.

- 5.1.3.1 **SC Pre-Polished Connectors:** ceramic ferrule, OptiMo, SC multimode connector. Ortronics Part Number: OR-205KAS9FA-50T;
- 5.1.3.2 **LC Pre-Polished Connectors:** ceramic ferrule, OptiMO, LC multimode connector. Ortronics Part Number: OR-205KAS9GA-50T

5.1.4 Optical Fiber Patch Cords

- 5.1.4.1 **Provide fiber optic patch cords:** Lengths and Quantities as listed on the drawings Duplex LC -LC SpaceSaver Cord, 0.5dB Max, 2.4mm Round Ortronics Part Number: OR-PIRF6LPAZAZxxxM xxx = length in meters.

5.2 INSTALLATION: COMMUNICATIONS INFRASTRUCTURE

5.2.1 Optical Fiber Cable:

- 5.2.1.1 Provide one six-strand or one twelve-strand multimode optical fiber cable from the MDF to each IDF.
- 5.2.1.2 All optical fiber installations shall be installed using open cabling methods. Limit cable-bending radius to 20 times the cable diameter during installation, and 10 times the diameter after installation. Provide all required tools, materials, consumables, and equipment necessary for cleaning and field termination of optical fiber connectors. Label each end of each cable as to source and destination. Terminate optical fibers in consistent, consecutive manner at each end. Label Optical Fiber raceway cable with yellow "Caution Optical Fiber Cable" tags every 10 feet. Leave 10 feet of slack at each fiber termination point. Neatly coil slack optical fiber cable on top of rack above optical fiber patch and splice enclosure at each rack location.
- 5.2.1.3 Optical fiber cable terminations shall utilize enclosures and components in quantities consistent with the required fiber counts at each end of each segment. During field polish optical fiber connector termination, visually inspect all terminations with a 400-power microscope. Follow all of the connector manufacturer's recommendations. Unacceptable flaws in the terminations will include, but not limited to, scratches, full or partial cracks, bubbles, pits, epoxy residual, dirt, dust, oil, moisture, grinding and sanding debris. The

acceptable termination will show a connector tip that is free of all imperfections in 100% of the core and 80% of the cladding. All unacceptable connectors shall be inspected after rework.

5.2.1.4 During installation of optical fiber cable do not allow pulling tension to exceed cable manufacturer's specification for the cable being installed. Only the strength member of the cable shall be subjected to the pulling tension.

5.2.1.5 All optical fiber connector tips shall be cleaned with proper cleaning tools specifically designed for optical fiber prior to inserting them into matting receptacles or bulkheads.

5.3 LABELING

5.3.1 General:

5.3.1.1 All labels shall be permanent, machine generated labels produced by a labeling machine.

5.3.1.2 Labeling information will be reviewed at Pre-Install Meeting, and the Owner shall approve the labeling scheme prior to the installation of any cabling.

5.3.1.3 Surfaces shall be cleaned before attaching labels. All labels shall be attached firmly and vertically plumb on equipment, faceplates, patch panels termination blocks, etc.

5.3.1.4 All labeling of cables, equipment, and components shall be included in as-built documentation, floor plan drawings, and schematic designs.

5.3.2 Cabling

5.3.2.1 All structured cables (horizontal and backbone) shall be labeled at both ends within 6" of cable termination point. Where voice backbone cables extend behind termination blocks, cable labels shall be placed at a location on the cable where the labels are visible from the front of the termination blocks.

5.3.2.2 Labels shall have an adhesive backing and shall wrap completely around the circumference of the cable jacket. Label and lettering sizes shall be of appropriate size in regards to cable diameter.

5.3.3 Optical Fiber Testing

5.3.3.1 **Pre-installation Testing:** Test each strand of every optical fiber cable on the reel with a light source and a power meter. Obtain the cable manufacturer power meter test results for each reel used on the project. Prior to completion of project, turn over the completed optical fiber test form, optical fiber cable reel ID tags and optical fiber cable manufacturer's test results.

5.3.3.2 Acceptance Testing:

- After terminating optical fiber cables the system shall be tested using Tier 1 test format. Tier 1 testing is mandatory. Tier 2 testing, (OTDR testing), is optional.
- Multimode optical fiber attenuation shall be tested on all individual fibers of each cable segment with a nCompass approved certification tester using a LED light source. Test results should include location identification, link attenuation loss, link length and polarity. These tests shall be performed at the 850nm and 1300nm windows in both directions. Test set up and performance shall be in accordance with ANSI/TIA-526-14A, Method B.

- Carefully follow the multimode test procedures as outlined by the nCompass approved certification tester being used. If the optical fiber connector types are the same on both the test equipment and the link under test, a single jumper reference process must be followed as defined in ANSI/TIA-526-14A
- 5.3.3.3 **Test Results:** Must be completed and turned over to the District prior to active equipment installation. Specific due dates for optical fiber will be established at pre-install meeting.
- 5.3.3.4 **The Warranty Submittal:** Must be completed online within 10 days of installation completion. Copies of all certification test reports must be submitted as part of the Warranty Submittal. Test results must be kept on file by the registrant to be resubmitted when requested by Supplier. Data must be saved and submitted in raw data and summary formats. The test data shall be submitted via online upload to contractor website. If online upload is unsuccessful, the data can be submitted via e-mail or disc.

5.4 CLEANUP

The communications Contractor shall clean up all debris related communications cabling installation on a regular basis. Protect all equipment from damage during construction. Equipment not protected shall be replaced at the Contractor's expense.

ATTACHMENT "A"

Bid Form

Pursuant to District's "Notice Calling for Bids" and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

LAN FIBER OPTIIOC UPGRADE – RFB No. 18-19-005

The District reserves the right to award a contract or reject all bids and re-advertise, as appears to be in its best interests. Bidders must provide a bid for all work required by the Contract Documents. The Base Bid Amount set forth in this Bid Form being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual work satisfactorily completed. However, by submitting a bid, the bidder is confirming that it can and will provide all services required by the Contract Documents for the Base Bid Amount. This Base Bid Amount shall include all appurtenant expenses, taxes, royalties, and fees. The District reserves the right to increase or decrease the amount of any services set forth in the Contract Documents and to delete any item from the Contract Documents once a contract is executed.

Base Bid Amount \$ _____

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM(S):

Number	Number	Number	Number	Number	Number	Number	Number
--------	--------	--------	--------	--------	--------	--------	--------

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

The Bid Form Price Sheet for all items bid shall be attached to and incorporated herein this Bid Form by this reference and shall be construed as part of the Bid Form. Failure to complete and execute the Bid Form in its entirety shall render a bidder non-responsive. Failure to complete and execute the Bid Form Price Sheet in its entirety may render a bidder non-responsive.

The undersigned has verified prices proposed in the attached Bid Form Price Sheet which is attached hereto and incorporated herein this Bid Form and understands and agrees that the District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned further certifies and warrants that numbers and calculations provided in the attached Bid Form Price Sheet are accurate and correct.

The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

Bidder shall submit a hard copy of the bid in its entirety and a copy of the Bid Form Price Sheet in the template format (Microsoft Excel) in a sealed envelope showing the bid number, opening date, and opening time. All Bids must reach the Purchasing Department at the address listed by the time and date shown.

BID FORM PRICE WORKSHEET

Location Name	Location Address	Bid Price
Cresson Elementary	11650 Cresson St., Norwalk, CA 90650	
Jersey Elementary	9400 Jersey Ave., Santa Fe Springs, CA 90670	
Lake Center Middle School	10503 S. Pioneer Blvd., Santa Fe Springs, CA 90670	
Lakeland Elementary	11224 Bombardier Ave., Norwalk, CA 90650	
Lakeside Middle School	11000 Kenney St., Norwalk, CA 90650	
Lakeview Elementary	11500 Joslin St., Santa Fe Springs, CA 90670	
Paddison Elementary	12100 Crewe St., Norwalk, CA 90650	
Studebaker Elementary	11800 Halcourt Ave., Norwalk, CA 90650	
William Orr Elementary	12130 S. Jersey Ave., Norwalk, CA 90650	
District Offices	10515 S. Pioneer Blvd., Santa Fe Springs, CA 90670	
	Total Bid Amount:	

The Microsoft Excel Bid Sheet is available at: <https://www.llcsd.net/currentbids>

The undersigned has verified the prices proposed and understands and agrees that District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Company Name

Address

Signed By

Date

Title

Phone Number

Email Address

If bidder is an individual, name and signature of individual must be provided, and, if doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

ATTACHMENT “B”

E-Rate Supplemental Terms and Conditions

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 connection 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 (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act.

Because this Project is intended to be funded by the SLD, Bidder acknowledges by signing below that it is knowledgeable of, and will ensure its work on the Project will comply with, all E-rate requirements, including but not limited to those mentioned herein, all applicable state and federal regulations applicable to the E-rate program. Bidders shall be solely responsible for ensuring its work on the Project complies with all applicable state and federal regulations applicable to the Project and the E-rate program including any rules, guidelines or requirements issued by USAC and/or FCC and shall indemnify, defend and hold harmless the District for any claim or cost arising from Bidder's failure to comply with any and all applicable E-rate regulations or rules.

1) E-RATE CONTINGENCY

The project herein may be 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. at the District's sole discretion. In the event the District decides to cancel the Project, the District may immediately terminate any contract associated with the Project at no cost or penalty to the District. 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 SLD throughout the contractual period of any contract entered into as a result of this RFB.
- 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: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- 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://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- 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 will be disqualified from participation in the bidding process and will be considered non-responsive. More information

about FCC Red and Green Light Status may be found at this website:
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, 2019.
- 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 eligible costs per SLD guidelines.
- h) Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
- 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 <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- 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: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

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 pursuant to § 54.511(b). 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) This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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

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 RFB shall be delivered no earlier than the start of the 2019 funding year (April 1, 2019). 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.

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.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

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.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

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 services (Internal Connections).

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 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of 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 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. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFB 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 Respondent 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 RFB, the District may elect to procure additional or like goods and/or services offered by the Respondent as necessary to complete the Project. 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.

8) CALIFORNIA LAW

Service Provider acknowledges that the District must comply with applicable California law in addition to applicable Federal law and E-rate regulations. Service Provider shall ensure all work related to the Project complies with all applicable rules and laws and shall consult with the District if any contradictions or inconsistencies among the laws arise.

9) CHANGES

The description of the E-rate rules and regulations provided herein are provided solely for reference purposes. Service Provider acknowledges the E-rate rules are subject to change and shall be solely responsible for monitoring all applicable rules and adjusting its process in the event of any such change.

10) INDEMNIFICATION

Notwithstanding this certification, Service Provider shall remain solely responsible for ensuring it complies with all applicable E-rate requirements and shall indemnify the District against any claim or harm arising from its failure to comply with any E-rate requirement.

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.

Firm Name

Signature

Title

Print Name

Date

ATTACHMENT “C”

E-Rate Certification

I, _____, certify that _____, is a _____ (Print
or Type Name) (Company Name)

Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____ years.
(Service Provider ID)

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Items 25 Selective Review, or Audit Performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Little Lake City School District, its attorney(s), or authorized agent at no cost to the District;
3. Any contract awarded based upon **RFB #18-19-005** is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the request discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portion, and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining “non-discount” portion. This billing method is known as the SPI (Service Provider Invoice);
5. In the event the District wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contract terms, provided 14 days’ prior written notice is given.

Company Name

Signature

Date

Print Name

Title

ATTACHMENT “D”
Reference Form

References: Please submit three current references, preferably school districts, that you have provided services to in the previous year.

1.) _____
Name of School District or Entity

Contact Name

Contact Title

Phone Number

Email Address

2.) _____
Name of School District/Company

Contact Name

Contact Title

Phone Number

Email Address

3.) _____
Name of School District/Company

Contact Name

Contact Title

Phone Number

Email Address

ATTACHMENT “E”

Bidder Information Form

The bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the bidder’s firm and any of its officers, directors, shareholders, parties or principals.

1. Firm Legal Name

2. Number of years your firm has been in business under the present ownership?

3. Has your firm been in litigation on a question relating to your performance on a contract during the past three years? If “Yes”, please explain.

4. Has your firm failed to complete a contract in the last three years? If “Yes”, please explain.

5. Has your firm defaulted or been replaced at the will of the client during the fiscal year within the last three years? If “Yes”, please explain.

6. How you describe your company’s financial stability?

7. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee, or consultant of District, other than fulfilling orders or contracts? If “Yes”, please explain.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Company Name

Signed By

Date

Title

ATTACHMENT “F”
Non-Collusion Statement
California Public Contract Code – PCC 7106

The undersigned declares:

I am the _____ of _____, 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 _____ [date], at _____ [city], _____ [state].

Name of Contractor

Signature of Authorized Official

Title

ATTACHMENT “G”
Workers Compensation Certification

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
- For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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.

Name of Contractor

Date

Signature of Authorized Official

Title

In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

ATTACHMENT “H”

Criminal Background Investigation/Fingerprint Certification

One of the four boxes **must** be checked, with the corresponding certification provided.

The undersigned does hereby certify to the Governing Board of the DISTRICT as follows:

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto

- 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 of Employee

Title

- Due to the nature of the work employees and/or subcontractor or supplier of any tier of the agreement shall not come in contact with District pupils.

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.

The undersigned does hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Name of Contractor

Date

Signature of Authorized Official

Title

ATTACHMENT ‘T’

Alcoholic Beverage and Tobacco- Free Campus Certification

In the interest of public health, Little Lake City School District provides an alcohol and tobacco-free environment. The bidder agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on District property and in District vehicles.

Each employee engaged in the performance of the agreement will be given a copy of this statement and, as a condition of this agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of the District’s Alcoholic Beverage and Tobacco-Free Campus Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Contractor

Date

Signature of Authorized Official

Title

ATTACHMENT “J”
Drug-Free Workplace Certification

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

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person’s or organization’s policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 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, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Little Lake City School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

Name of Contractor

Date

Signature of Authorized Official

Title

ATTACHMENT “K”
Prevailing Wage Certification

Project/Contract Number: **RFB 18-19-005** between Little Lake City School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

ATTACHMENT “L”
Designated Subcontractor List

1. 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. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. 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.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. Bidder must provide the Contactor State License Board number (“CSLB No.”) for all listed subcontractors.
7. Bidder must provide the Department of Industrial Relations registration number (“DIR No.”) for all listed subcontractors.
8. **The District will permit each Bidder to submit each listed subcontractor’s CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**
9. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name	Location
Scope of Work	
Percent of Work	CSLB No.
DIR No.	

ATTACHMENT “M”
Hazardous Materials Certification

Project/Contract Number: **RFB 18-19-005** between Little Lake City School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

1. Contractor hereby certifies 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.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. 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.
4. 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.
5. 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.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Company Name

Signature

Date

Print Name

Title

ATTACHMENT “N”
Lead-Based Materials Certification

Project/Contract Number: **RFB 18-19-005** between Little Lake City School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

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.

1. 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.

2. 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 ("Fed/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.

3. 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.

4. 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.

The Contractor hereby acknowledges, under penalty of perjury, that it:

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

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Company Name

Signature

Date

Print Name

Title

ATTACHMENT "O"

Bid Bond Form

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Little Lake City School District (hereafter called "District") in the sum of _____ (_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the Request for Bid # **18-19-005**

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

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 submitted with the Contractor's bid.

ATTACHMENT “P”

Bid Guarantee Form

Accompanying this proposal is a cashier’s check payable to the order of the Little Lake City School District or a certified check payable to the order of the Little Lake City School District in the amount of _____ (_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District’s Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Note: Use this form, in lieu of Bid Bond form, when a cashiers check or certified check is accompanying bid

ATTACHMENT “Q”

Payment Bond

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the Little Lake City School District (hereinafter designated as the “District”), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the “Principal,” a contract for the work described as follows: _____ (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, 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 done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery

of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)	By _____ Principal's Signature _____ Typed or Printed Name _____ Principal's Title
(Corporate Seal)	By _____ Surety's Signature _____ Typed or Printed Name _____ Title
(Attached Attorney in Fact Certificate)	_____ Surety's Name _____ Surety's Address _____ Surety's Phone Number

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED

ATTACHMENT “R”

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Little Lake City School District (hereinafter referred to as “District”) has awarded to _____, (hereinafter referred to as the “Contractor”) _____ an agreement for _____ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, 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 Documents, unless otherwise provided for in the Contract Documents, the above performance obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains under the Contract or at law. Nothing herein shall limit the District’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

ATTACHMENT “S”
Agreement



Board Approval Date _____

Purchase Order # _____

LAN FIBER OPTIC AGREEMENT

This Agreement, entered into 13th day of March, 2019 is hereby entered into between **Little Lake City School District**, hereinafter referred to as the “**District**”, and _____, hereinafter referred to as the “**Contractor**”. The District and the Contractor are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”. This **Agreement** is made with reference to the following facts:

WHEREAS, the District has solicited bids for the LAN Fiber Optic Upgrade Project, via Request for Bid 18-19-005, hereinafter referred to as the “**Project**”; and

WHEREAS, Contractor is the successful contractor under such request for bids, and the District and Contractor hereby desire to set forth their Agreement with respect to the Contractor’s willingness and commitment to provide the products and services to the District on the terms hereafter set forth in this Agreement.

WITNESSETH, that the District and the Contractor, for the consideration stated herein, agree on the terms hereafter set forth in this Agreement:

1 Scope of Services

The Contractor shall provide the products and services in strict accordance with the Request for Bid documents, identified as the LAN Fiber Optic Upgrade – **RFB No. 18-19-005 (RFB)** as well as Contractor’s response to the RFB (the “**Contractor’s Work Plan**”) and incorporated into this Agreement. In the event of any inconsistency or conflict between the terms of this Agreement, the RFB, or Contractor’s RFB response, the order of precedence shall be as follows: 1) this Agreement, 2) the RFB, and 3) the Contractor’s RFB response.

1.1 Associated Work

Unless otherwise provided in this Agreement, and in addition to the requirements set forth in the Contractor’s Work Plan, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the work whether temporary or permanent and whether or not incorporated or to be incorporated in the work at no additional cost to the District. In no event shall Contractor’s Work Plan eliminate, reduce, or otherwise change Contractor’s obligation to comply with this Section unless approved by the District in writing.

Contractor’s services shall include, in addition and in conjuncture with the work described in the Contractor’s Work Plan, all training and information deemed necessary at the District’s sole discretion, and provided at the convenience of the District’s schedule, to ensure District staff can safely and properly use

and operate any and all equipment, material, and/or other systems provided by the Contractor pursuant to this Agreement at no additional cost to the District. Contractor's payment for all "associated work" as set forth in this Section shall be incorporated into the Not-To-Exceed Amount defined in **Section 4** below.

1.2 Coordination of Work

Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new work adjacent to existing work, Contractor shall match, as closely as conditions of site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All costs caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

1.3 Condition of Work Site

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Upon completion of work, Contractor shall clean interior and exterior of all areas in which Contractor provided work or used pursuant to its work, including, as applicable, buildings, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces that have been effected by its work. Upon completion of the work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. Contractor shall remove rubbish and debris resulting from the work on a daily basis. Contractor shall maintain the structures and site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. If Contractor fails to meet any requirements set forth in this Section at any time during the Project or at its completion, District, at its sole discretion, may withhold payment until Contractor demonstrates compliance satisfactory to the District and/or District may take any action necessary to ensure compliance with this Section and charge Contractor all associated costs.

2 Terms of Agreement

The Contractor shall complete all work under this Agreement within sixty (60) calendar days from receipt of the notice to proceed from the District. It is expressly understood that time is of the essence and failure to meet the timeline set forth herein shall constitute a material breach of this Agreement and entitle the District to all associated damages, including the liquidated damages as set forth below.

3 Liquidated Damages

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Two-Hundred Dollars (\$200.00) per calendar day for each and every day of delay beyond the time set forth in **Section 2** of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor

further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Agreement. This Section shall not be construed as preventing the District from recovering any other damages permitted under provisions of this Agreement.

4 Compensation

The District agrees to pay the Contractor in accordance with the fee, rate and/or price schedule information set forth in Contractor's Work Plan for services satisfactorily rendered pursuant to this Agreement. In no event shall the total payment to the Contractor exceed _____ (\$ _____) for performing the services required by this Agreement and Contractor Work Plan to complete the Project (the "Not-To-Exceed Amount").

4.1 Reasons to Withhold Payment

The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- 4.1.1 Defective work not remedied;
- 4.1.2 Stop notices served upon the District;
- 4.1.3 Liquidated damages assessed against the Contractor;
- 4.1.4 Damage to the District or other parties;
- 4.1.5 Unsatisfactory prosecution of the work by the Contractor;
- 4.1.6 Failure of the Contractor to prosecute the work in a timely manner;
- 4.1.7 Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- 4.1.8 Failure to properly maintain or clean up the Site;
- 4.1.9 Payments to indemnify, defend, or hold harmless the District; or
- 4.1.10 Failure to pay Subcontractor or suppliers.

The District, at its sole discretion, shall determine the justification for withholding payment and the amount of payment withheld, which shall not be released to the Contractor unless and until the Contractor addresses the reasons for the withhold to the satisfaction of the District.

4.2 Nonconforming Work

If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, District may, after ten (10) calendar days' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Compensation by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Agreement provisions, an equitable reduction in the Compensation (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

5 Billing and Payment

Upon completion of the work the Contractor shall submit an invoice to the District. District shall issue payment within thirty (30) days after the District's approval and acceptance of the completed work. The Contractor shall be paid one lump sum payment for the contracted price. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the District. Contractor's total payment shall be based on all verified, document work and cost provided up to the Not-To-Exceed Amount but in no event shall rise above the Not-To-Exceed Amount unless approved by the District in writing. By entering into this Agreement, Contractor confirms that it can and will provide all services required herein for payment equal to, or less than, the Not-To-Exceed Amount.

Invoices may be submitted electronically to the following email address: billing@llcsd.net or mailed to the following location

Little Lake City School District
Attn: Accounts Payable
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 90670

6 Independent Contractor

Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for the acts and/or omissions of its employees or agents as they relate to the service to be provided under this Agreement. Contractor shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7 Taxes

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor shall indemnify District and the Indemnitees as set forth in **Section 10** below, for any claim or demand related to Contractor's tax obligations.

8 Audit and Inspection of Records

Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of Contractor connected with the performance of this Agreement

involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of District or as a part of any audit of District, for a period of three (3) years after final payment is made under this Agreement. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

9 Termination of Agreement

9.1 Termination for Convenience

District may terminate the Agreement upon three (3) calendar days of written notice to the Contractor without cause for convenience at the District's sole determination. Upon such termination, District may use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors or cancel the Project. Upon such termination, the Contractor shall have no right to seek additional payment from District, nor shall it have the right to assert any claim, damage, or cost against the District as a result of the termination except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Agreement which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

9.2 Termination for Cause

The District may terminate this Agreement upon giving written notice of intention to terminate for cause for the following reasons:

- 9.2.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 9.2.2 Persistently or repeatedly is absent, without excuse, from the job site;
- 9.2.3 Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- 9.2.4 Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- 9.2.5 Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- 9.2.6 Fails to timely prosecute the work required by this Agreement or provides defective or non-compliant work product; or
- 9.2.7 Otherwise is in substantial breach of any provision of this Agreement.

9.3 Notification of Termination

When any of the above reasons set forth in **Section 9.2** above exists, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety (if applicable) written notice of three (3) days, terminate the Contractor and/or this Agreement and may, subject to any prior rights of the surety (if applicable):

- 9.3.1 Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 9.3.2 Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

9.4 Payment Withheld

If the District terminates the Agreement for one of the reasons stated in **Section 9.2** above, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety (if applicable) as determined by the District.

9.5 Dispute Options.

In the event of a dispute between the District and Contractor, the Contractor shall proceed diligently with performance of the Agreement, and the District shall continue to make any undisputed payments in accordance with the Agreement. If the dispute is not resolved informally, Contractor agrees it will neither rescind the Agreement nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before. At the District's sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular claim.

10 Hold Harmless & Indemnify

Contractor shall defend, indemnify and hold harmless District, its Board of Education, officers, employees, agents, representatives, consultants, architect, inspector, the State of California and independent contractors (collectively, the "Indemnitees") from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement. As part of this indemnity, Contractor shall protect and defend, at its own expense, the Indemnitees from any legal action including attorneys' fees or other proceeding based upon such act, omission, and breach or as otherwise required by this Section.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless the Indemnitees from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

10.1 Workers Compensation

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement; and

10.2 General Liability

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement, except for liability resulting from the sole or active negligence of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its Board of Education, officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein **Section 10** and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education, officers, agents or employees in any action, suit or other proceedings as a result thereof.

The indemnity contract described herein **Section 10** is intended to apply during the period of Contractor's performance under this Agreement and shall survive the expiration or termination of this Agreement.

THE PARTIES UNDERSTAND AND AGREE THAT THIS SECTION SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN ATTACHMENT AND/OR EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED ATTACHMENT AND/OR EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR. IN NO EVENT SHALL THE CONTRACTOR'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONTRACTOR FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

11 Contractor's Insurance

11.1 Insurance Requirements

Before the commencement of work on the Project, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least A+ status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the District from the claims set forth below, which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1 Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- 11.1.2 Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- 11.1.3 Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Agreement;
- 11.1.4 Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work for the Project;
- 11.1.5 Claims involving contractual liability applicable to the Contractor's obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.6 Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- 11.1.7 Claims involving sudden or accidental discharge of contaminants or pollutants

11.2 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under **Section 11.1** above, the District and its Board of Education, officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District and its Board of Education, officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Section must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.3 Specific Insurance Requirements

Contractor and its subcontractors, whether primary or secondary to procure and maintain the following insurance with the minimum limits equal to the amount indicated below:

Type of Coverage	Minimum Limit Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, and Completed Operations. Per Occurrence General Aggregate	 \$2,000,000 \$5,000,000
Automobile Liability Insurance , coverage to include “Owned, Non-Owned, and Hired” automobiles Per Occurrence General Aggregate	 \$1,000,000 \$1,000,000
Workers Compensation	State of California Statutory Limits
Employers Liability , per accident for bodily injury or disease	\$1,000,000

11.4 Workers’ Compensation Insurance

During the term of this Agreement, the Contractor shall provide workers’ compensation insurance for all of the Contractor’s employees working on the Project under this Agreement on or at the Site of the Project and, in case any of the Contractor’s work is subcontracted, the Contractor shall require the Subcontractor to provide workers’ compensation insurance for all the Subcontractor’s employees working on the Project under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees working on the Project under this Agreement on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance in accordance with Labor Code § 3700.

11.5 Other Insurance

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.6 Proof of Insurance

The Contractor shall not commence work on the Project, nor shall it allow any Subcontractor to commence work on the Project until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

- 11.6.1 Certificates and insurance policies shall include the following clause: “This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until a 30 days-notice of intent has been mailed to the District; or Notice of Cancellation – Coverage required under this agreement shall not be canceled, nonrenewed or reduction in coverage limits without 30 days prior written notice from Contractor to District.
- 11.6.2 Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices;
- 11.6.3 An Additional Insured Endorsement shall clearly state that the District and are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District;
- 11.6.4 The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.
- 11.6.5 The Contractor hereby grants to the District a waiver of any rights of subrogation which any insurer of said Contractor may acquire against the District by virtue of the payments of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this “Waiver of Subrogation”.

11.7 Compliance

In the event Contractor fails to furnish and maintain any insurance required by this Section, the Contractor shall be in default under the Agreement. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Agreement, including, without limitation, the obligation to defend and indemnify the District.

12 Limitation of District Liability

Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

13 Contractor’s Certifications, Representations and Warranties

Contractor makes the following certifications, representations, and warranties for the benefit of the District and Contractor acknowledges and agrees that the District, in deciding to engage Contractor pursuant to this

Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

- 13.1 Contractor is qualified in all respects to provide to the District all the work and/or services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such work and/or services as are called for hereunder.
- 13.2 Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out this Agreement. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.3 Contractor, in providing the work and/or services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

14 Warranty

The Contractor warrants to the District that material and equipment furnished under the Agreement will be of the highest quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of the District's acceptance of the Project as complete without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness in which case Contractor shall immediately address the defect to the District's satisfaction and in compliance with the requirements of this Agreement. Contractor shall notify District upon completion of repairs. If a lien or stop payment notice of any nature should at any time be filed against the Project or any District property, by any entity which has supplied labor, equipment, material and/or services at the request of the Contractor, Contractor shall promptly, on demand by District and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop payment notice to be released or discharged immediately. If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop payment notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under this Agreement.

15 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Agreement shall have any right to place a lien upon the premises or any improvement or appurtenance thereof. Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

16 Supervision of Project

Unless personally present on the Project site where the work is being performed, the Contractor shall keep on the work at all times during its progress a competent Superintendent satisfactory to the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Inspector, the District or any other District representative. No work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, and material or equipment supplier. Contractor shall identify the Superintendent to the District in writing and shall immediately notify the District in writing if the Superintendent is changed at any time during the Project.

17 DIR Registration

Contractor shall be solely responsible for complying with all DIR registration requirements applicable to the Project. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Agreement and subject to termination for cause.

As applicable, an affirmative and ongoing obligation of the Contractor under the Agreement is the verification that all subcontractors of any tier are at all times during performance of the work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with the DIR shall be substituted in accordance with Labor Code section 1771.1.

Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

18 Prevailing Wages

Contractor shall be solely responsible for determining the appropriate wages to pay all employees providing services for the Project. Wage rates for this Project shall be in accordance with the general prevailing rate of 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 Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations (DIR) are on file at the administrative office of the District and are also available from the Director of the DIR. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein:

18.1 Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and

18.2 California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

18.3 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Prior to commencing any work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

19 Compliance with Applicable Laws, Debarment and Suspension

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations (the "Applicable Rules"). Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County. Any inspection conducted by the District pursuant to this Section shall in no way be construed as relieving Contractor from its obligation to comply with all Applicable Rules or the obligations set forth in this Agreement.

20 Fingerprinting Requirements

Contractor shall comply with all provisions of Education Code Section 45125.1. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify in a manner acceptable to the District 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, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor 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 Contractor's employees will have only "limited contact" with pupils. The District shall not be deemed to make a "limited contact" finding unless and until it issues written notice to Contractor. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

21 Permits, Fees and Notices

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Agreement and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Contractor shall assist District and all authorized personnel to conduct and complete all testing and inspection as required. The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Contractor represents understanding and specialized knowledge of the rules governing Owners and Contractors and shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

22 Contractor's License

The Contractor must possess throughout the Project a **Class C-7 – Low Voltage Systems Contractor's License**, issued by the State of California, which must be current and in good standing.

23 Employee Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding its employees performing work under this Agreement, including, but not limited to, the citizenship status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

24 Anti-Discrimination

District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

25 Conduct on District Premises

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by either Contractor personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a District's property and involving Contractor's personnel shall be reported promptly to the appropriate Contractor and District personnel. The Contractor covenants that at all times during the term it, and its employees, agents, and subcontractors shall comply with, and take no action that results in the personnel being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Contractor personnel shall clearly identify themselves as the appropriate Contractor personnel and not as employees of the other District. When on the other District's premises, each Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District.

Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum. The District, at its sole discretion, may require Contractor to immediately remove any personnel the District deems in violation of these requirements. Contractor's indemnification requirements set forth in **Section 10** above shall apply to any harm or damage resulting from Contractor's failure to comply with this Section as well as any harm caused by any accidents as discussed herein.

26 District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors

The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- 26.1 Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 26.2 Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

If the District determines, at its sole discretion, that any of Contractor's employees or subcontractors are unfit to provide services pursuant to this Agreement, the District may require the Contractor to immediately remove the employee and/or subcontractor from the Project and offer a replacement acceptable to the District at no additional cost to the District. In no event shall District's evaluation or review of Contractor be construed as eliminating or changing Contractor's obligation to ensure its work complies with the requirements of this Agreement. District's review or evaluation in no way indicates that the District approves or authorizes any work nor does it eliminate Contractor's warranty and indemnification obligations.

27 Administrator of Agreement

This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a Party hereunder shall be addressed to:

District

Manuel Correa
Assistant Superintendent, Business
Little Lake City School District
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 90670
(562) 868-8241
mcorrea@llcsd.net

Contractor

28 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 deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt required, or sent by an overnight delivery service, or email transmission.

Any notice personally given or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following the date sent. Any notice given by United States mail shall be effective three (3) days after deposit in the United States mail. At the date of this Agreement, the addresses of the parties are set forth above.

29 Assignment

The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

30 No Rights in Third Parties

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

31 Authority to Bind Parties

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any Agreements or undertakings.

32 Non-waiver

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

33 Waiver

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

34 Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35 Captions and Interpretations

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a

Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36 Incorporation of Attachments, Recitals, and Exhibits

The Recitals and each attachment and exhibit attached hereto are hereby incorporated herein by reference.

37 Precedence of Agreement over Attachments and/or Exhibits

Should there be any ambiguity, inconsistency, discrepancy, or other difference between any attachments or exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence, govern and be controlling.

38 Force Majeure Clause

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

39 Attorney Fees/Costs

If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees.

40 Governing Law and Venue

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

41 Amendments

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

42 Entire Agreement

This Agreement and any Exhibits and/or Attachments hereto constitute the entire Agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event

an express conflict between the terms of this Agreement and the terms of any Exhibits and/or Attachments, the terms of this Agreement will prevail.

43 Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

44 Severability

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

45 Signature Authority

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. In accordance with Education Code section 17604, this Agreement is not valid, binding, or an enforceable obligation against the District until approved or ratified by motion of the Governing Board, duly passed and adopted.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE

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

Signature	Title
Print Name	Date
Signature	Title
Print Name	Date

If the Contractor is a corporation, signature of two specific corporate officers are required as further set forth. The First corporate office signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) Chief Financial Officer; 4) Treasurer.

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

LITTLE LAKE CITY SCHOOL DISTRICT

Signature	Title
Print Name	Date