

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

**519 E. Badillo St.  
Covina, CA 91723**



**REQUEST FOR PROPOSAL**

**DISTRICTWIDE FIBER OPTIC WIDE AREA  
NETWORK SERVICES  
E-RATE YEAR 19 (2016-2017)**

**RFP NO. 15-16-107**

**Issue Date: December 8, 2015**

**470 Posting Date: December 8, 2015**

**Bid Submittal Date/Time: January 22, 2016 at 2:00 PST**

**LEGAL NOTICE**

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

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

**E-RATE YEAR 19 (2016-2017)**

**18 SITE LOCATIONS  
DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK SERVICES  
RFP NO. 15-16-107**

Each proposal is to be in accordance with the format specified by the Purchasing Department, copies of which may be examined and obtained, by written request, to the Purchasing Department, 519 E Badillo Street, Covina, CA 91723; or may be viewed in the Purchasing website located at <http://www.cvusd.k12.ca.us>.

Each proposal must be filed with the Purchasing Department on or before **2:00P.M., on the 22nd Day of January, 2016**. All proposals shall be submitted separately and sealed in a package plainly marked with the appropriate title for each proposal. The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

**Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.**

**A Pre-Bid Conference/Job Walk**, at which time interested vendors may acquaint themselves with the District's requirements/sites in the RFP's, is scheduled for **9:00AM, on the 14 Day of December, 2015**; at the District Business Office, 519 E Badillo Street, Covina, CA 91723; meeting in the Transportation Meeting Room.

Robin Harbert  
Purchasing Supervisor  
Covina-Valley Unified School District, Los Angeles County, State of California

Published: December 8, 2015 and December 15, 2015

## RFP NO. 15-16-107

### FOR

### Districtwide Fiber Optic Wide Area Network Services

Proposal Issued:	December 8, 2015
Advertisement:	December 8 & 15, 2015
Pre-Bid Conference:	December 14, 2015 at 9:00 am
Last day for Questions:	January 8, 2016 at 4:00 pm
RFP Due Date	January 22, 2016 at 2:00 pm

#### A. Overview

Covina-Valley Unified School District (CVUSD) is seeking bid proposals from qualified vendors to provide a districtwide high-speed leased lit or dark fiber Wide Area Network Services for the Covina-Valley USD. Covina-Valley Unified School District intends to meet present and future network demands through developing a flexible infrastructure to provide for both educational and administrative needs.

CVUSD seeks a lit or dark fiber optic network services to connect all sites. The District is seeking 10 Gbps minimum to each elementary school and 10 Gbps minimum to each middle and high school. The District prefers an active/passive ring design, but is willing to accept alternate designs in response to this RFP. A quote of 10G, 40G and 100G is requested for 36month, 60month and 120 month terms. Please separate any non-recurring/Special Construction costs from bids. CVUSD would like to pay the non-discount/Special Construction portion of non-recurring costs over the maximum allowable 4 years in annual installments.

All parts of this RFP will be posted to the CVUSD Purchasing Department website at: [http://www.cvusd.k12.ca.us/district\\_office/departments/business\\_services/purchasing/current\\_erate\\_bid\\_information](http://www.cvusd.k12.ca.us/district_office/departments/business_services/purchasing/current_erate_bid_information)

Proposals wishing consideration should be submitted per the date and time on Page 1. **Proposals MUST be submitted both via E-Mail to: [erate@cvusd.k12.ca.us](mailto:erate@cvusd.k12.ca.us) as well as one original and two copies for a total of three hard copies.**

It is the respondent's responsibility to verify the receipt of the proposal.  
Email is limited to 20MB in size. All materials submitted must be in electronic format.

#### B. Request for Information

All requests for information (RFI) should be made in writing via e-mail to [erate@cvusd.k12.ca.us](mailto:erate@cvusd.k12.ca.us) by the date on Page 1. Answers will be posted on the CVUSD website [http://www.cvusd.k12.ca.us/district\\_office/departments/business\\_services/purchasing/current\\_erate\\_bid\\_information](http://www.cvusd.k12.ca.us/district_office/departments/business_services/purchasing/current_erate_bid_information)

**An Optional Pre-Bid Conference/Job Walk**, at which time interested vendors may acquaint themselves with the District's requirements/sites in the RFP's, is scheduled for **9:00AM, on the 14th Day of**

December, 2015; at the District Business Office, 519 E Badillo Street, Covina, CA 91723; meeting in the Transportation Meeting Room.

**C. 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. The amount of discount is based on the numbers of students receiving free and reduced price meals.

**1) E-RATE CONTINGENCY**

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

**2) SERVICE PROVIDER REQUIREMENTS**

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <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](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, 2016.
- 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.**
- 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 RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). 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.

## 5) 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).

## 6) 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 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.

-discounted

- 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.

#### **7) 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 RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the 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.

#### **8) PROCURMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIERATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. 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.

### **D. Administrative Requirements**

- 1) Basis for Award. CVUSD will award a contract to the Bidder(s) whose response, in CVUSD's sole judgment, represents the best value considering CVUSD needs with the lowest price considered as the primary factor, but also including technical issues and other factors. CVUSD may waive any immaterial deviation in a proposal.
- 2) Awards. CVUSD may make more than one award or may make no award as a result of this RFP. The decision to make no award, to make one award, or to make more than one award is final. Vendor costs. CVUSD shall assume no responsibility for vendor costs incurred in developing a proposal.
- 3) Rejection of proposals. CVUSD may reject proposals if conditional or incomplete.
- 4) Ownership of Proposals. All proposals become the property of CVUSD. CVUSD reserves the right to make use of any information or ideas contained in the proposals.

- 5) Confidential material. Bidder must notify CVUSD of any specific portions of proposals considered confidential. CVUSD will take reasonable efforts to protect the confidentiality of such material but makes no guarantees that such material may be protected. Entire proposals designated as confidential may be rejected.
- 6) Pricing. Bidders must propose costs for equipment, licensing, maintenance and support options for the equipment listed including sales tax where applicable. Pricing must be expressed in undiscounted rates to CVUSD, and should specifically not include Federal E-rate discounts.
- 7) No change orders will be allowed for the work resulting from this posting.
- 8) Additional terms and conditions are delineated in the specifications referenced in the Form 470(s).
- 9) The Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing the SLD.

**E. Specific Bid Information**

Bidders must respond to all required items. Incomplete bids are subject to rejection.

- 1) Federal and State discounts - All respondents shall provide their current E-rate SPIN for Internal Connections to CVUSD as part of the response. Additionally, all selected Bidders must comply with all E-rate program regulations, including any E-rate requirements to maintain viability as a Bidder, such as, but not limited to, maintaining a current Service Provider Annual Certification Form 473 (SPAC). Failure to comply is grounds for cancellation of any contract issued pursuant to this RFP.
- 2) Pricing - Bidders must propose costs for equipment, licensing, and maintenance and support options including sales tax where applicable. Pricing must be expressed in undiscounted rates to CVUSD, and should specifically not include Federal E-rate discounts.

**F. Selection Criteria**

The District reserves the right to reject any or all proposals and select the bid that offers the best overall benefit to the school system.

<b>Eligible Price/Charges</b>	30%
<b>Ineligible Price/Charges</b>	15%
<b>Technical Response</b>	10%
<b>Qualifications</b>	10%
<b>Customer Service, including satisfaction of previous clients</b>	10%
<b>Estimated Build Out Time</b>	15%



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<b>Proposal</b>	10%
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**G. Evaluation of Proposal**

Evaluation of proposals will be based on the following minimum criteria:

1. Proposal Price and Fee Schedule
2. Experience in performance of comparable work and/or services
3. Qualifications & availability of key team members
4. Satisfaction of previous clients including:
  - a. Prior favorable experience with District
  - b. Timeliness of work and ability of the firm to meet schedules
  - c. Ability to work as a team
  - d. Accountability and willingness to take ownership of mistakes
5. Estimated build out time including how this meets the District’s needs
6. Completeness and Responsiveness to the District’s RFP

The Evaluation Committee may also contact and evaluate the firm’s references, contact any representative to clarify any response, contact any current or previous users of the firm’s services, solicit information from any available source concerning any aspect of a proposal, and review any information deemed pertinent to the evaluation process.

**INTERVIEWS:**

Proposers that submit a response to the RFP may be invited to meet with the District’s Evaluation Committee, plus other constituent groups if/as requested by the District. The proposed key staff for the Project(s) will be expected to attend the interview. The interview will be an opportunity for the District Evaluation Committee to review the qualifications, firm history, and other matters the Committee deems relevant to selecting the successful Proposer. During the interview, firms will also be expected to describe your firm’s management of quality control assurance for District project documents. Following the interview(s), the Evaluation Committee intends to make recommendations to the District’s Board of Education regarding the candidates.

**SELECTION:**

Discussions may, at the District’s sole option, be conducted with responsible representatives who submit proposals determined to be reasonably probable of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submission, and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

Selection of qualified firm(s) will be based on the criteria listed above as well as quality and completeness of submitted proposal, understanding of objectives, project approach, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former

clients and references. Additional questions may be asked of firms and interviews may be conducted. Firms awarded contracts will be expected to sign the District's Agreement for Services.

## **H. Summary of Work and Services to Be Provided**

Respondents to this RFP must include sufficient evidence to document the firm's capability to perform.

CVUSD intends to procure a high-speed leased lit or dark fiber Wide Area Network (WAN) to service the District facilities. CVUSD prefers a dark fiber active/passive ring network connecting the 18 sites, but is willing to evaluate an all active ring network and point-to-point network. The two CVUSD data centers will serve as the primary connection points with all WAN designs requiring connectivity back to both data centers.

The topology is such that the Data Center located at 519 E. Badillo Street, Covina, CA 91723 is the primary provider for District applications, services, and Internet access. The IP routing (Layer 3) architecture will be deployed and managed by District IT staff.

## **I. Lit Fiber Solution:**

1. Wide Area Network: A 10 Gbps scalable to 100 Gbps full duplex fiber optic connectivity minimum from the networks at Data Center to each elementary school site listed in Attachment A, tab labeled addresses and mapped on Attachment C; and a 10 Gbps scalable to 100 Gbps full duplex fiber optic connectivity minimum from the networks at Data Center to each middle and high school site listed in Attachment A, tab labeled addresses and mapped on Attachment C. The initial bandwidth requirements are 10 Gbps to each elementary, middle, and high school, expandable to 100 Gbps.
2. The MPOE for each site, the District Data Centers, and the District Office shall be determined by the District. All cost proposals must include pricing to install services to the MPOE, Demarcation point, and the location of network equipment at each site. Fiber will terminate at each location to a vendor provided LC connection patch panel handoff.
3. The topology is such that the Data Center located at 519 E. Badillo Street, Covina, CA 91723 is the primary aggregate point and all services must be capable of delivery to each site, service delivery may be delivered at the design of the service provider as long as minimum specified bandwidth is delivered and load is balanced. The District is open to other configurations.
4. The proposal must include the installation (one time) costs and monthly (ongoing) costs for all connections and sites.
5. An uptime of 99.95% or better shall be provided on a 24-hour basis average over a 7 day period.
6. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, and similar.
7. All equipment necessary for this connectivity shall be provided with no option of transfer of ownership to the District.
8. Service should account for growth including, but not limited to, increases or decreases in service and/or additions of locations, as determined necessary by the District as well as the

option for removal of sites due to closures or re-organization requirements as deemed necessary by the District.

9. All vendor installed equipment shall be under repair maintenance at no cost to the District for the contract duration.
10. Services will begin upon receipt of the Funding Commitment decision letter from the Universal Service Administrative Company, Schools and Libraries (E-Rate) Division on or after July 1, 2016.
11. The District reserves the option to terminate the service, without penalty and full expectation of refund of any and all proceeds paid prior to the date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.
12. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

## **J. Dark Fiber Solution:**

1. Wide Area Network: The District prefers an active/passive ring topology from Data Center to the sites listed in Attachment A, tab labeled addresses and mapped on Attachment C, tab labeled addresses. The District will consider alternative solutions to the active/passive ring if they meet the scalability, performance, and features desired by the district. The vendor must determine the number of fiber optic strands required to provide 100 Gbps full duplex fiber optic connection from District Data Center to all sites listed in Attachment A, tab labeled addresses and mapped on Attachment C. The initial minimum bandwidth will be 10 Gbps to each elementary site and 10 Gbps to each middle and high school site. All sites require connectivity to the District Data Center.
2. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the District Education Center MDF shall be determined by the District. All cost proposals must include pricing to install services to the MPOE, Demarcation point, and location of network equipment at each site.
3. Each pair of fibers will be terminated on a vendor provided LC connection patch panel handoff.
4. A long term lease of a minimum of 60 months to a maximum of 120 months.
5. Proposals must include the installation (one time) costs, both E-Rate eligible and ineligible, and monthly (ongoing) costs, both E-Rate eligible and ineligible for each site. Installation costs may be amortized into monthly recurring charges but must be clearly identified and distinguishable from ongoing monthly operations and maintenance charges.
  - a. Separate non-recurring/special construction costs from lease cost of fiber.
  - b. Non-discount/special construction portion of the non-recurring costs to be paid over the maximum allowable 4 years in annual installments.
6. The (School District) also requests that the respondent provide a quote for a MRC cost to oversee the technical support of the WAN once the dark fiber is placed into service. This

MRC should include provision of:

- a. Provision of equipment necessary to place the circuits into service at a initially a 10G per circuit level but upgradeable to 40G and 100G over the term.
  - b. Network monitoring on a 24x7x365 basis
  - c. Tier 1 through tier 3 NOC services taking incoming calls regarding service degradation and/or service outage
  - d. Creation and communication of service tickets to USAC.
  - e. Preventive maintenance activities
  - f. Incident response with timing standards that are in accordance to a respondent provided service level agreement that meets general industry standards
  - g. Other industry standard provisions of broadband service technical support
  - h. Broadband Service Technical support on the IRU'd fiber can be priced on a WAN wide or individual circuit basis
7. An uptime of 99.95% or better shall be provided on a 24-hour basis average over a 7 day period.
  8. The fiber shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, and similar.
  9. Services will begin upon receipt of the Funding Commitment decision letter from the Universal Service Administrative Company, Schools and Libraries (E-Rate) Division, on or after July 1, 2016.
  10. All vendor installed equipment shall be under repair maintenance at no cost to the District for the contract duration.
  11. Service should account for growth including, but not limited to, increases or decreases in service and/or additions of locations, as determined necessary by the District as well as the option for removal of sites due to closures or re-organization requirements as deemed necessary by the District.
  12. The successful service provider will provide the District with required certificates of insurance for property, liability, and worker's compensation naming the District as additional insured.
  13. The District reserves the option to terminate the service, without penalty and full expectation of refund of any and all proceeds paid prior to the date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.
  14. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

**K. Proposal Plus Fee Schedule**

Proposer is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP, on a fully-burdened labor rate basis. Be as thorough and specific as possible as this may form the basis of any contract for

services that may be presented by the District. It is the intent of the District to award a contract(s) for either a leased fiber solution or dark fiber solution; however, not both solutions combined.

Include one-time and monthly recurring costs, including all applicable taxes and surcharges for:

- Leased Fiber: 10 Gbps configuration for all sites
  - Leased Fiber: 40 Gbps configuration for all sites
  - Leased Fiber: 100 Gbps configuration for all sites
  - Dark Fiber: 10 Gbps configuration for all sites
  - Dark Fiber: 40 Gbps configuration for all sites
  - Dark Fiber: 100 Gbps configuration for all sites
1. Include and list any one-time costs, for items such as, but not limited to, special construction, set-up, installation, etc.
  2. Include and list any monthly (ongoing) costs.
  3. Proposers shall include a Fee Schedule list for any work or services not specifically stated in this RFP to assist the District with future budgeting needs. All cost proposals must include pricing to install services to the MPOE and Demarcation point.
    - a. By submitting qualifications and a proposal, the awarded contractor agrees that it is willing to provide a minimum of 60 months to a maximum of 120 months under these terms if requested by the District, at the District’s sole discretion.
    - b. Future contracts and/or renewals will be at the sole discretion of the District.

**L. Proposal Format and Required Information**

Firms responding to this RFP must follow the format below and include responses to all questions. Submitted materials must be in 8-1/2 x 11 inch PDF format. Proposals should be organized by section as described below and limited to twenty-two (22) pages total plus all tabs of Attachment A not including dividers, single-sided as described below. Do not exceed page limits. You may include a link to your firm’s Web site to reference supplemental or additional information. Proposals wishing consideration should be submitted per the date and time on Page 1. **Proposals MUST be submitted both via E-Mail to: [erate@cvusd.k12.ca.us](mailto:erate@cvusd.k12.ca.us) as well as one original and two copies for a total of three hard copies.**

Section	Pages	Notes
Cover Letter	1	
Relevant Qualifications and Experience	3	
Project Team	2	
Project Timeline and Cutover Plan	2	
Reference List	1	

Litigation/Insurance Claims History	1	One page sufficient to explain any claims history
Service Information	1	No more than one page total
Letters of Recommendation	3	No more than three pages total
Fees/Service Schedule	Attachment A, All Tabs	Attachment 'A' must be completed for services proposed.
Bid Bond	3	Use enclosed form
Non Collusion Affidavit	1	Use enclosed form
Vendor's Certificate Regarding Workers' Compensation	1	Use enclosed form
Conduct Rules for Vendors	1	Use enclosed form
Disbarment and Suspension Certificate	1	Use enclosed form
Iran Contracting Act Form	1	Use enclosed form

**M. Proposal Components**

1. Cover Letter:

a. Brief statement of interest and summary of relevant qualifications to engage in a professional partnership with Covina-Valley Unified School District.

b. The following statements:

“*[Firm Name]* received a copy of the District’s Independent Consultant Special Services Agreement for services used by Covina-Valley Unified School District, including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to work with the District, *[Firm’s Name]* has no substantive objections to the use of this agreement.”

“I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.”

c. The following information:

- o Firm Name
- o Address

- Contact Person
  - Phone Number
  - Email Address
  - Year firm was established
  - Number of employees
  - Website
  - Signature of principal
  - Corporate Seal (if applicable)
  - Service Provider Identification Number (SPIN)
- d. Minimum five (5) or more years' experience performing the work requested. Experience must include work with public schools.
- e. Sufficient resources both fiscal and personnel to complete the required project.
2. Relevant Qualifications and Experience:

Provide relevant information regarding completion of three (3) similar California public school K-12 projects and experience performed by the firm in the last three (3) years. Include role of firm or individuals in project completion.

Provide the following for each project sited:

- a. Project name
- b. District/Location
- c. Description of project or service
- d. District/owner contact (Name & Phone number)
- e. Total project cost and/or contract amount (specify)
- f. Beginning and end dates of project or service
- g. Main program elements (if applicable)

3. Project Team:

Identify key team members and state their relevant qualifications and biographical information for providing services identified in the Scope of Services section. This should include highly qualified staff with education, experience and knowledge of the disciplines and fields required by this work. This includes excellent interpersonal and communication skills. The lead person proposed for the District's engagement should have a minimum of three (3) recent years of experience with public school projects of this nature. Be specific and brief; no more than one-half page per team member.

4. Project Timeline and Cutover Plan:

Indicate, from the date of notice to proceed, the number of calendar days required to deliver full service to all locations in scope of RFP. Outline project milestones with associated expected timeframe.

5. Reference List:

Provide a list of references from the past three (3) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references. List must include the following information for each contact:

- a. Client name

- b. Address
- c. Contact name and telephone number
- d. Dates of service
- e. Description of service
- f. Contract amount

6. Litigation and Insurance Claims:

List any and all litigation and/or claims in the past five years, filed either by an owner, owner's consultant, representative, or third party, which names the firm, firm's employees, firm's consultants, engineers, or consultant's employees as defendants of any tier. State the nature of the complaint or claim, beginning and/or anticipated end date, case number, and the judgment/resolution or anticipated judgment/resolution.

7. Service Information

The proposer should answer or confirm each question or comment below.

- c. Proposer must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.
- d. Does your company monitor all telecommunication services 24 hours per day, seven days per week, and 365 days per year?
- e. Is your company able to provide, at no additional charge, immediate notification to CVUSD network department representative of any and all telecommunications service outages or anomalies which affect the use of the service to CVUSD?
- f. Please provide the process for CVUSD to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.
- g. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.
- h. Your company will provide a non-performance policy with CVUSD which provides CVUSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within CVUSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.
- i. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?
- j. Does your company agree that CVUSD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?

8. Letters of Recommendation:

Include no more than three (3) letters of recommendation from school districts within the last year.



9. Fees and Service Schedule

Use Attachment 'A' to submit a proposal for all labor, materials and other related items required for performance of the contract resulting from this RFP on a labor rate basis. Be as thorough and specific as possible as this will form the basis of any contract for services that will be presented by the District.

10. Bid Bond

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

11. Non-Collusion Affidavit

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

12. Vendor's Certificate Regarding Workers' Compensation

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

13. Conduct Rules for Vendor's

Each Vendor/subcontractors, when performing work/services on CVUSD properties shall adhere to the rules of conduct.

14. Disbarment and Suspension Certificate

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

15. Insurance

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

of California and which comply with all requirements of the Department of Insurance for the State of California:

**a) Vendor's Liability Insurance**

- i) Worker's Compensation
- ii) General Liability
  - (1) Injury or accidental death  
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
  - (2) Bodily Injury  
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
  - (3) Property Damage  
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
- iii) Automobile Liability (Any Auto)
  - (1) Combined Single Limit  
\$1,000,000.00 Each Occurrence

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

**16. Assignment of Contract**

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

**17. Prevailing Law**

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

**18. Governing Law and Venue**

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

**19. Guarantee**

The District requires that the DISTRICT COPPER CABLING UPGRADE: Internal Connections components provided by the Vendor shall be guaranteed for a minimum of one (1) year after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction to the District without expense to the District.

## 20. Warranty

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

## 21. Vendor Protest

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

- (a) The protest is in writing;
- (b) The protest is filed and received by the District's Supervisor of Purchasing not more than three (3) calendar days following the date of the District selection of the apparent lowest responsible bidder;

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

## 22. Vendor Certification Regarding Background Checks

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the District.

## 23. Wage Rates, Travel and Subsistence

- a) Pursuant to Labor Code Sections 1770 et. Seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Director of the Department of Industrial Relations website at ([www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd)). **The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post and a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.**

- b) Any worker employed to perform work on the Project and such work is not covered by any

classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c) Holiday and overtime work, when permitted by law, shall be paid at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

1. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are available from the Director of the Department of Industrial Relations. **It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.**

2. Job Site Posting (SBX 2-9). On each job site that is subject to compliance monitoring by the Department of Industrial Relations, the Awarding Body shall post or require the prime contractor to post a Notice containing Compliance and Monitoring information.

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

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

**NOTE: Faxed copies of the Proposal Form or any portion of this bid will not be accepted.**

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**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**  
**SPECIAL CONDITONS**

**For**

**RFP NO. 15-16-107**

**STARTING AND COMPLETION DATES**

All work to be done as specified in RFP NO. 15-16-107, will be specified in the District's "Notice to Proceed" letter to the Vendor.

**WORK HOURS**

All work to be done on school sites shall be performed without the interruption of school schedule using after hours or non-school days as needed.

*Note:* Scheduling timeframes will be discussed at the Pre-Construction Meeting with the awarded Vendor.

**SUSPENSION AND DEBARMENT CERTIFICATION**

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

**PREVAILING WAGES & DAVIS BACON WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract. These per diem rates, including holidays and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the contract and to comply with the District's Labor Compliance Program. In accordance with 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

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

**CERTIFIED PAYROLL RECORDS REQUIRED**

- (a) The Contractor and each subcontractor shall maintain Certified Payroll and basic records required under the Labor Code and applicable Industrial Welfare Commission and shall preserve them for a period of three (3) years thereafter for all trade workers working on District project for submittal

to the District at times designated in the contract or within ten (10) days upon request. The Contractor shall be responsible for all submittal of payroll records of all its subcontractors. All Certified Payroll Records shall be accompanied by a statement of compliance signed by the Contractor or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the employee conform with the work performed.

**(b) Certified Payroll Records must be submitted with the pay requests.**

(c) In accordance with the California Labor Code Section 1776 (g), if the Contractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the State or Political Subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

**CALIFORNIA SENATE BILL 854-PUBLIC WORKS CONTRACTOR REGISTRATION**

Senate Bill 854, signed into law June 20, 2014, became effectively immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$300.00 and is non-refundable.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720 -1720.6.

Please ensure you are registered with the DIR prior to March 1, 2015. The awarded contractor must be registered if a purchase order is generated for the awarded public works services.

More information can be found at The Department of Industrial Relations website; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

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**BID BOND**

**KNOW ALL MEN BY THESE PRESENT** that we, the undersigned, (hereafter called “Principal”), and \_\_\_\_\_ (hereinafter called “Surety”), are hereby held and firmly bound unto Covina-Valley Unified School District (hereafter called “Owner”), in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) which will 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 Principle has submitted to the Owner a certain Bid, attached hereto and herby made a part hereof, to enter into a contract in writing for the construction of **DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK SERVICES, RFP NO. 15-16-107.**

**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) days** after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished 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 hereunder, 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, alternation, 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 OWNER and judgment is recovered, the Surety shall pay all costs incurred by the OWNER in such suit, including without limitation, attorney’s fees to be fixed by the court.

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**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.

PRINCIPAL: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

ATTEST: (if corporation)

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

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

(Corporate Seal)

SURETY: \_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

(Corporate Seal)



**IMPORTANT:      THIS IS A REQUIRED FORM.**

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).

Any claims under this bond may be addressed to:

**(Name and Address of Surety)**

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

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

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**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

County of \_\_\_\_\_, \_\_\_\_\_, being first duly  
*(Print Name)*

sworn, depose and says that he or she is \_\_\_\_\_ of the party  
*(Title)*

making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Print name

\_\_\_\_\_  
Signature

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ (Notary Public), personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

\_\_\_\_\_  
(Signature of Notary)

(Seal of Notary)

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**VENDOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate, consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

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

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

**CONDUCT RULES FOR VENDORS**

Each Vendor/subcontractors, when performing work on COVINA-VALLEY UNIFIED SCHOOL DISTRICT properties shall adhere to the following rules of conduct:

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

**Covina-Valley Unified School District**

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Name of School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

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Printed Name

Title

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Signature

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Name of Company

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Date

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

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## **DEBARMENT INSTRUCTION FOR CERTIFICATION**

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

## **CALIFORNIA SENATE BILL 854 AND PUBLIC WORKS CONTRACTOR REGISTRATION**

Senate Bill 854, signed into law June 20, 2014, became effectively immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$300.00 and is non-refundable.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720 -1720.6.

Please ensure you are registered with the DIR prior to March 1, 2015. The awarded contractor must be registered if a purchase order is generated for the awarded public works services.

More information can be found at The Department of Industrial Relations website; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 2016, in the County of Los Angeles, State of California, by and between COVINA-VALLEY UNIFIED SCHOOL DISTRICT; hereinafter called the District, and hereinafter call the Contractor, WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

### ARTICLE 1 – SCOPE OF WORK

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK SERVICES  
ERATE YEAR 19  
(E-Rate Funding Year of July 1, 2016 through September 30, 2017)  
RFP NO. 15-16-107**

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the District, Architect, Inspector, the State of California and their officers, employees, agents, and Independent Contractor of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

### ARTICLE 2 – CONTRACT TERM

Work performed will be for the term of 24 months from July 1, 2016 or from the start date of the project, whatever is later. The start date of the project is predicated upon the receipt of the Funding Commitment Decision Letter (FCDL) from the Universal Services Administrative Company. The District has the option to extend the term annually for three additional 12 month periods total, if required.

### ARTICLE 3 - TIME FOR COMPLETION

The work shall be commenced on the date stated in the District's Notice to Proceed, as specified therein, shall be completed within **TBD** calendar days from and after the date in such notice.

### ARTICLE 4 – CONTRACT PRICE

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being the total amount of the following amounts stipulated in the proposal:



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## **ARTICLE 5 – HOLD HARMLESS AGREEMENT**

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach

**Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:**

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; 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 or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) 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, 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 or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) 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 officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## **ARTICLE 6 – PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 – COMPONENT PARTS OF THE CONTRACT**

The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Vendor’s – Request For Proposals;
- E-Rate Requirements;
- Information for Bidders;
- Proposal;
- Bid Bond;
- Noncollusion Affidavit;
- Vendor’s Certificate Regarding Workers’ Compensation;
- Conduct Rules For Vendor’s
- Vendor Inquiry
- Agreement;
- Performance Bond;
- Payment Bond;
- Contractor Certification Regarding Background Check
- General Conditions
- Specifications;
- Addendum(s)
- Drawings.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been dully executed by the above-named parties, on the day and year first above written.

**DISTRICT:**

Covina-Valley Unified School District

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Authorized Officers  
or Agents

**(CORPORATE SEAL)**

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### CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, COVINA-VALLEY UNIFIED SCHOOL DISTRICT (referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "PRINCIPAL"), an agreement for the work described as follows: **DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK SERVICES, RFP NO. 15-16-107**; and

WHEREAS, the work to be performed by the PRINCIPAL is more particularly set forth in that certain contract dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said PRINCIPAL to perform the terms thereof and to provide a bond both for the faithful performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned, as PRINCIPAL, and \_\_\_\_\_,

a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COVINA-VALLEY UNIFIED SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 the hereby bounded PRINCIPAL, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her 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 guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

For value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed there under, or the Specifications accompanying the same 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, or to the work, or to the Specifications.

No final settlement between the Obligee and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PRINCIPAL and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, PRINCIPAL and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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 reasonable attorneys' fees to be fixed by the Court.

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

PRINCIPAL:

\_\_\_\_\_  
Signature

(Corporate Seal)

By: \_\_\_\_\_  
Print Name Title

SURETY:

\_\_\_\_\_

(Corporate Seal)

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_

**(This must be filled in by a corporate surety).**

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**IMPORTANT:      THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: **(Name and Address of Surety)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name *(please print)*

(\_\_\_\_\_)\_\_\_\_\_

Telephone Number

(\_\_\_\_\_)\_\_\_\_\_

Fax Number

**(Name and Address of agent or representative  
for service of process in California)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name *(please print)*

(\_\_\_\_\_)\_\_\_\_\_

Telephone Number

(\_\_\_\_\_)\_\_\_\_\_

Fax Number

STATE OF CALIFORNIA            )

) ss.

COUNTY OF                            )

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On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact.

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Notary Public in and for said State

(Seal of Notary)

Commission expires: \_\_\_\_\_

**NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto**

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK – LABOR & MATERIAL)**

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, COVINA-VALLEY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to \_\_\_\_\_, (hereinafter designated as the “CONTRACTOR”), an agreement for the work described as follows **DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK SERVICES, RFP NO. 15-16-107** (hereinafter referred to as the “Public Work”); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned CONTRACTOR, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COVINA-VALLEY UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will 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 said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or 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 for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et. seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or 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 time for payment pertaining or relating to any scheme or work of improvement herein above

described; nor by any 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

*(Corporate Seal)*

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

SURETY:

\_\_\_\_\_

*(Corporate Seal)*

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

Attorney-in-Fact



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**IMPORTANT:      THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

**(Name and Address of Surety)**

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

Contact Name (*please print*)

(\_\_\_\_\_) \_\_\_\_\_

Telephone Number

(\_\_\_\_\_) \_\_\_\_\_

Fax Number

**(Name and Address of agent or representative  
for service of process in California)**

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

Contact Name (*please print*)

(\_\_\_\_\_) \_\_\_\_\_

Telephone Number

(\_\_\_\_\_) \_\_\_\_\_

Fax Number

**INSURANCE DOCUMENTS & ENDORSEMENTS**

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

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

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

Attn:	_____	_____
	(Contact Name)	(Title)
	_____	
	(Company)	
	_____	
	(Street Address)	
	_____	_____
	(City)	(State) (Zip Code)
	(_____) _____	(_____) _____
	(Telephone Number)	(Fax Number)

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

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

Attn:	_____	_____
	<b>(Contact Name)</b>	<b>(Title)</b>
	_____	
	<b>(Company)</b>	
	_____	
	<b>(Street Address)</b>	
	_____	_____
	<b>(City)</b>	<b>(State)</b>
	_____	<b>(Zip Code)</b>
	(_____) _____	(_____) _____
	<b>(Telephone Number)</b>	<b>(Fax Number)</b>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor's Firm Name

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_ certifies that it has performed one of the following:

**[Name of Vendor]**

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **COVINA-VALLEY UNIFIED SCHOOL DISTRICT**, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

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

**OR**

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

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

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

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

\_\_\_\_\_  
[Name of Vendor]

\_\_\_\_\_  
Signature

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

**ATTACHMENT B**

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

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**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**  
**CONSTRUCTION CONTRACTOR**

**FORMS AND AGREEMENT**

**STEP 1 – Employee Verification**

**Are you a part-time or full-time employee of the**

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT?**

**Yes**       **No**

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

**STEP II – Form W-9**

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the COVINA-VALLEY UNIFIED SCHOOL DISTRICT must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

**Are you incorporated?**

**Yes**       **No**

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

**STEP III – Form 590**

As directed by California Revenue and Taxation Code, Section 18662, the COVINA-VALLEY UNIFIED SCHOOL DISTRICT is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

**Are you a resident of California, or  
Do you have a permanent place of business  
In California?**

**Yes**       **No**

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

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

\_\_\_\_\_  
**Signature**

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

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

\_\_\_\_\_  
**Title**

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

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

**IRAN CONTRACTING ACT**  
**CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE**  
**(Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>