

**Di Giorgio School District  
19405 Buena Vista Blvd.  
Arvin, Ca 92306**

**Administrative Contact:**

**Jerri Boatman  
Chief Operating Officer  
661-854-2604  
[jeboatm@zeus.kern.org](mailto:jeboatm@zeus.kern.org)**

**Request for Proposals for E-Rate Services  
Year 18  
2015-2016**

**Deadline for Proposals Due from Vendors:**

**February 11, 2015  
2:00p.m.**

**Proposals to be submitted in a sealed envelope to:**

**Di Giorgio School District Office  
19405 Buena Vista Blvd.  
Arvin, Ca 92306**

This Request for Proposal (RFP) is being issued under the requirements of the Federal E-Rate Program and the successful bidder will be expected to abide by the requirements of the E-Rate Program and District bid process, as appropriate, including extending the discounts as appropriate. The signed contract will be dependent upon the District receiving support from the Universal Service Fund and the governing school board. Nothing in this proposal shall obligate the Di Giorgio School District to compensate any vendor for their efforts. The Di Giorgio School District reserves the right to purchase any or all of the equipment and services listed in this RFP. Quantities may change subject to the District's needs and at the sole discretion of the District.

**1. Cellular Service**

The district has 7 existing cellular lines with the potential of needing an additional 3 lines for growth. The district may include internet access on all of the needed lines.

## **2. ISP Service**

The district is soliciting proposals for bundled/unbundled wireless Ethernet connectivity with a minimum of 100Mbps. A multi-year contract is desirable.

## **Internal Connections**

### **3. Structured Cabling:**

The district is requesting bids for the complete re-cabling of the school plant to new Category 6 (or higher) specification and new multimode 10g fiber. The existing Cat5 (5e) cable aged and is not of sufficient quality to assure adequate performance when utilizing new network topologies.

The district is requesting:

- Re-cabling of the entire school campus. Including 10Gig multi-mode fiber and Cat6 cabling TEN (10) cables per average classroom. 5 – student, 2 – Teacher, 1 – IP projector or AV system, and 1 – Wireless AP. A computer lab will require 32 drops in one room and additional 12 in an adjacent room.
- New equipment cabinets for each MC & HC as required for the new cabling and network electronics. Minor conduit work as necessary. (Existing Panduit should be adequate for the majority of the requested work). Vendors are responsible to determine the need during the mandatory site walk.

Specifications can be found attached to this RFP as attachment A. A REQUIRED job walk is scheduled for February 4, 2015 at 2:00pm at the Di Giorgio School. Interested vendors will be responsible to determine exact equipment requirements of the district to accomplish the stated need. Access to the physical plant will be available by appointment.

### **4. Network Server**

The district is requesting bids for two (2) 3U rack mounted servers. The servers shall include multiple processors, high availability drives and NIC's, and MS Windows Server Operating System on both units and Windows Exchange software one (1) unit. The servers are designed to provide DNS, DHCP, and print sharing services for the entire district. Installation and configuration shall be included in the submitted bids.

Specifications can be found attached to this RFP as attachment A. A REQUIRED job walk is scheduled for February 4, 2015 at 2:00pm at the Di Giorgio School. Interested vendors will be responsible to determine exact equipment requirements of the district to accomplish the stated need. Access to the physical plant will be available by appointment.

### **5. Network Electronics**

The district is requesting bids for new HP, Cisco (or equal) network electronics that will support 24/48 ports of 10/100/1000MB and PoE (Power over Ethernet) to all network devices, and 1 Gig fiber optic backbone LAN, HP chassis switches (or equal) for core connections, HP series (or equal) switches for all edge

connections will be listed on attachment A. Multiple wireless access points for each MC/HC/classroom wing, and will serve the area directly adjacent to that location (approx 150ft) and/or a maximum of 23 connected devices, wireless access is 802.11 b/g/n. Battery Backup (UPS) equipment is also included for all MC, HC cabinets; expected runtime is 15-30 minutes.

Specifications can be found attached to this RFP as attachment A. A REQUIRED job walk is scheduled for February 4, 2015 at 2:00pm at the Di Giorgio School. Interested vendors will be responsible to determine exact equipment requirements of the district to accomplish the stated need. Access to the physical plant will be available by appointment.

**Submitted Bids for items 4 – 6 MUST include:**

1. An Item 21 attachment that specifically breaks down the pricing between ERATE eligible and non-eligible (District Costs).
2. A 15% contingency cost (subject to item 1 above) as an additive alternate.

\*The lowest responsive bidder will be determined upon BASE total cost (ERATE eligible and NON eligible costs).

**The successful vendor MUST have attended the MANDATORY job walk scheduled for Wednesday, February 4, 2015 at 2:00pm at the Di Giorgio School District.**

**Form Numbers 04, 05, 06, 07, 08, 14, 15, 17, 20, 22 MUST be completed and submitted with Bid.**

## NOTICE TO CONTRACTORS CALLING FOR BIDS

1. School District: **Di Giorgio School District**
2. Project Identification Name (Description): **Year 18 ERATE Internal Connections**  
Internal Connections at all school sites including: Maintenance, Power Supply, Gigaport Fiber Switch, Fiber Runs, CAT VI drops, Wireless Access Points, File Servers. RFP available on District web site: [www.digiorgio.k12.ca.us](http://www.digiorgio.k12.ca.us)
3. Project Location: **Di Giorgio School District  
19405 Buena Vista Blvd.  
Arvin, CA 93203**
4. Bid Deadline: **Bids are due on February 11, 2015, prior to 2:00 PM**
5. Place of Bid Receipt: **Di Giorgio School District  
19405 Buena Vista Blvd.  
Arvin, CA 93203  
Phone:661-854-2604 Fax:661-854-8746**
6. Method of Bid Receipt: Personal Delivery, Courier, Mailed via US Postal Service to above address, email to: [jeboatm@zeus.kern.org](mailto:jeboatm@zeus.kern.org)
7. Pre-bid conferences: **MANDATORY. Wednesday, February 4, 2015 2:00pm.  
Di Giorgio District Office  
Contact Jerri Boatman at 661-854-2604, or email @  
jeboatm@zeus.kern.org**
8. This is a prevailing wage project. The DISTRICT has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are on file at the District's office and a copy may be obtained upon request. A copy of these rates shall be posted at the job site.  
  
It shall be mandatory upon the CONTRACTOR to whom the contract is awarded (CONTRACTOR), and upon any subcontractor, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.
9. A Payment Bond and Faithful Performance Bond **WILL BE** required **FOR ALL CONTRACTS OF \$25,000 OR GREATER**, and Certificates of Insurance will be required **FOR ALL CONTRACTS** prior to the execution of the contract. The Payment Bond and Faithful Performance Bond shall be in the form called for in the contract documents.
10. Pursuant to the provisions of the Public Contract Code, Sections 22300, CONTRACTOR may substitute certain securities for any funds withheld by DISTRICT to ensure their performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of the DISTRICT, with either DISTRICT or with a state or federally chartered bank, as the escrow

agent, who shall then pay any funds otherwise subject for retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR.

Securities eligible to investment shall included those listed in Government Code, Section 61430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and DISTRICT. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The escrow agreement shall be essentially similar to the one indicated in the Contract Documents.

11. To perform the work required by this Notice, CONTRACTOR must possess a valid and active Contractor's License appropriate for the portion(s) of work his/her firm is seeking to perform. In accordance with Section 7057 of the Business and Professions Code, a General Building CONTRACTOR with a "B" license and with direct contractual relations with the DISTRICT may bid any Bid Package if he/she conforms with bidding provision of said section.

<b>SCOPE OF WORK</b>	<b>LICENSE</b>
<b>Infrastructure</b>	<b>C-10</b>
<b>Networking Equipment</b>	<b>C-7 or C-10</b>

12. The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, as more fully discussed in the Contract Documents. These sections contain specific requirements concerning, for example, determination and payment of prevailing wages, retention, inspection, and auditing payroll records, use of apprentices, payment of overtime compensation, securing workers' compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes CONTRACTOR'S representation that CONTRACTOR has thoroughly reviewed these requirements.

PUBLISH DATES:  
January 21, 2015  
January 28, 2015

GOVERNING BOARD: Di Giorgio School District  
By: Clerk of the Board

Di Giorgio School District

Year 17 ERATE - Internal Connections

Attachment A

Structured Cabling:

Digiorgio School requires 6 strand mulitmode 10 gig fiber run from the MDF in the Administration Office to each IDF cabinet and terminated. Currently old fiber connecting these rooms by unknown underground path.

The project requires 275 Cat6/RJ45 network connections at locations within the rooms on the campus. To be installed in walls, floors, ceilings or surface mount as appropriate.

The existing open racks in the room will be replaced by appropriate sized wall mounted network cabinets containing all necessary components listed in this document. All IDFs will receive new wall mounted network cabinets of appropriate size.

Network connection locations:

Administration/R1	40 drops
Library wing/R12/Multipurpose	40 drops
R2-3	20 drops
R4	20 drops
R5-7	45 drops
R8-10	40 drops
R11	18 drops
R13-14	52 drops

All fiber and Cat6 cabling will be tested, certified and documented.

Details of locations and routing of cabling will be given during the Mandatory Job Walk.

IDF Switches:

HP 2920-48G-POE+ (9729A#ABA)	Quantity 5
HP 2920-24G-POE+ (9727A#ABA)	Quantity 4
HP SFP (mini-GBIC) Transceiver Module LC/SX (J4858C)	Quantity 10

Admin Building:

SERVERS:

1. HP Proliant DL360p Gen8 Rackmount Server configured as Domain Controller, Intel Xeon E5-2620V2 2.1ghz 6-core processor, 16 gig RAM, SAS, Matrox G200m Gigabit LAN, 3 year standard hardware warranty.

HP 300gb Enterprise 2.5" SFF SAS 15k pluggable Hard Drive, quantity 5 total, 4 in RAID with one hotswap spare.

HP 8x DVD-ROM SATA Internal Optical Drive.

HP 3 year 6 hour 24x7 Call to Repair Extended Hardware Warranty, parts and labor.

2. HP Proliant DL360p Gen8 Rackmount Server configured as Exchange Server, Intel Xeon E5-2620V2 2.1ghz 6-core processor, 16 gig RAM, SAS, Matrox G200m Gigabit LAN, 3 year standard hardware warranty.

RAM upgrade: HP 8GB DDR3L 1600mhz PC3-12800 CL11 registered modules, quantity 2.

HP 300gb Enterprise 2.5" SFF SAS 15k pluggable Hard Drive, quantity 5 total, 4 in RAID with one hotswap spare.

HP 8x DVD-ROM SATA Internal Optical Drive.

HP 3 year 6 hour 24x7 Call to Repair Extended Hardware Warranty, parts and labor.

3. Microsoft Windows Server 2012 R2 Standard Academic Licensing 2 processors, quantity 2.

Microsoft Windows Server 2012 Academic User CAL License 1 user, quantity 25.

Microsoft Exchange Server 2013 Standard Academic License, 1 server

Microsoft Exchange Server 2013 Standard Academic User CAL License 1 user, quantity 25.

4. UPS, Rackmount, 3000VA

HP Wireless Management, actively supporting 20 devices (with future expansion to 40 max)

1. HP MSM720 Premium Mobility Controller Network Management Device, 6 ports - 10MB, 100MB, Gigabit LAN. (J9694A#ABA)
2. HP Access Point Additional Management Licenses for 10 additional access points. (J9697A)
3. HP E-MSM430 Dual Radio 802.11n AP, quantity 8. (J9650A)
4. HP 3 year 6 hour 24x7 Call to Repair Extended Hardware Warranty, parts and labor.

#### MDF Network Switch Rackmount

1. HP 5800 series switch configured:  
JC101A Base Unit, quantity 1  
JC087A 300 watt power supplies, quantity 2  
JC095A 16 port SFP Module, quantity 1  
JC094A 16 port Gig-T Module
2. Fiber Patch Panel and cable management
3. 48 port Cat6 patch panel and cable management.
4. UPS, rackmount, 3000VA

#### CAMPUS IDF Cabinets to be located:

Library: 48 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves Library, Rx)

Room R2: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R2 and R3)

Room R4: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R4)

Room R2: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R2 and R3)

Room R6: 48 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R5-R7. IDF is currently in Room R5)



Room Janitor (wing Rooms 8-10): 48 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves SnackBar, Rooms R8-10 and Janitor utility)

Room R11: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R11)

Room R12: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R12, Cafeteria and Multipurpose Room)

Room R13 (computer lab): : 48 port and a 24port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R13-14)

## 03-BID FORM

**Name of Bidder:**

**Project: Year 18 ERATE Internal Connections/Wireless Network**

**Project #: N/A**

**To: Di Giorgio School District, referred to as "OWNER."**

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. \_\_\_\_\_ on file at the office of OWNER for the Base

Bid sum of:

*[list all]*

dollars.

*[written in words]*

\$ .

*[written in numbers]*

B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

### **ALTERNATE BID 1:**

*[description of alternate]*

Bid 1. State the amount to be  **added**  **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**ALTERNATE BID 2:**

*[description of alternate]*

Bid 2. State the amount to be  **added**  **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**ALTERNATE BID 3:**

*[description of alternate]*

Bid 3. State the amount to be  **added**  **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**REFER TO ANY ATTACHMENTS TO THIS BID FORM  
FOR ADDITIONAL ALTERNATES**

C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

D. Attached is bid security not less than 10 percent of the bid, in the amount of \$ \_\_\_\_\_, in the form of  (cash)  (bid bond)  (certified check)  (cashier's check).  
*[check one]*

E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered

non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is: \_\_\_\_\_  
[number] [class] [expires]

L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

**INDIVIDUAL/DBA**

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

Print Name:

Business Address:

Date: Telephone:

**PARTNERSHIP**

Partnership Name:

\*By: \_\_\_\_\_, Partner

Print Name:

Business Address:

Date: Telephone:

Names of Other Partners:

**CORPORATION**

Corporation Name: \_\_\_\_\_, a Corporation.  
(State of Incorporation)

Business Address:

Date: Telephone:

\*By: \_\_\_\_\_ [Required] [Seal]  
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name:

\*By: \_\_\_\_\_ [Required]  
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name:

### JOINT VENTURE

Joint Venturer Name:

\*Signed by: \_\_\_\_\_ (Joint Venturer)

Print Name:

Business Address:

Date: Telephone:

Other Parties to Joint Venture:

If an individual joint venturer:

\*By: \_\_\_\_\_ (Signature)

Print Name:

If a DBA joint venturer:

\*By: \_\_\_\_\_ (Signature)

Print Name:

If a partnership joint venturer:

\*By: \_\_\_\_\_ (Signature)

Print Name:

If a Corporation joint venturer:

[Seal]

(Name)

a Corporation.  
(State of Incorporation)

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

Print Name:

Title:

**\*Important Notice:** Labor Code § 1771.1(a) provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.” Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

## 04-SUBSTITUTION LISTING

**\*\*TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*\***

**TO: Di Giorgio School District ("OWNER")**

1. Pursuant to bidding and contract requirements for the work titled:  
**Project Title/Bid #: Year 18 ERATE Internal Connections/Wireless Network**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:  no substitutions.  
 the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction



3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL**      BIDDER:  
**TO THAT PROVIDED ON BID FORM**

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

Print Name:

## 05-LIST OF SUBCONTRACTORS

### TO BE SUBMITTED WITH BID

**PROJECT TITLE: BID #: YEAR 18 ERATE Internal Connections/Wireless Network  
OWNER: Di Giorgio School District**

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars ( \$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.



## 06-BID BOND

**IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #: Year 18 ERATE Internal Connections/Wireless Network**  
**OWNER: Di Giorgio School District**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Di Giorgio School District (referred to as Owner) in the sum of 10 percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for: \$ \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to 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 a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

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

Title:

DATED:

SURETY

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

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

**07-NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #:** Year 18 ERATE Internal Connections/Wireless Network

**OWNER:** Di Giorgio School District

The undersigned declares:

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

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

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

Contractor:

By \_\_\_\_\_

Title:

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

## 08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**PROJECT TITLE/BID #: Year 18 ERATE Internal Connections/Wireless Network**  
**OWNER: Di Giorgio School District**

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_.

Firm Name:

By:

Title:

Signed: \_\_\_\_\_  
*[Signature must match that on bid]*

## **09s-CONSTRUCTION AGREEMENT** **[Small Projects]**

THIS AGREEMENT is between the Di Giorgio School District (“OWNER”) and (“CONTRACTOR”). OWNER and CONTRACTOR agree as follows:

1. Project. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of Year 18 ERATE Internal Connections/Wireless Network (“Project”).

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Time for Performance. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within a negotiated number of calendar days after that. Time is of the essence in this Agreement.

3. Contract Price. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$ .

4. Payments.

A. Duration of Contract: 90 days.

(1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.



(2) Greater than 60 Days: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by OWNER.

5. Submission of Bonds and Certificates. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

6. Insurance. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")

(3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. Indemnification. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER's property, if the liability arose due to the negligence or willful misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR's own expense, cost, and risk, CONTRACTOR shall defend at the OWNER's request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of \$500.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER.

These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed 19405 Buena Vista Blvd., Arvin, California, or to the CONTRACTOR at \_\_\_\_\_, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. Guarantee. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. Apprentices. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. Laws and Regulations. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

20. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

23. Contractor's License and DIR Registration . In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov//dlse/dlsePublicWorks.html>.

24. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

(1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR's cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.



E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:

(1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

(2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

(3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

(4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall

diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR's sole remedy shall be the procedures set forth in this section.

26. Fingerprinting Workers.

A. CONTRACTOR shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the CONTRACTOR and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER pupils, application shall be made to the OWNER for a determination on that question. The determination by OWNER shall be final.

C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

27. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at \_\_\_\_\_, \_\_\_\_\_ County, California.

DATED:

OWNER

\*By:  
Title:  
Address:

DATED:

CONTRACTOR

By:

Title:

Address:

Contractor's License No.

Contractor's DIR Registration No.

**\*Important Notice:** California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

## 12-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Di Giorgio School District, (referred to as "Owner"), has awarded to (referred to as the "Contractor/ Principal") a contract for the work described as follows: Year 18 ERATE Internal Connections/Wireless Network.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials 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 Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns 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, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety

Name & address of agent or representative in California, if different than above

Telephone # of Surety, or agent or representative in California

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

**[SEAL]**

Contractor/Principal

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

Print Name Above

Print Title Above

Surety:

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

Print Name Above

Print Title Above

***[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]***

## 13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Di Giorgio School District (referred to as "Owner"), has awarded to (referred to as "Contractor/Principal") a contract for the work described as follows: Year 18 ERATE Internal Connections/Wireless Network.

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of \_\_\_\_\_ year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of \_\_\_\_\_ year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

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

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of agent or representative in California, if different than above:

Telephone number of Surety, or agent or representative in California:

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

[SEAL]

CONTRACTOR/PRINCIPAL

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

Type or Print Name Above



Type of Print Title Above

SURETY

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

Type or Print Name Above

Type of Print Title Above

*[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]*

# 14-WORKERS' COMPENSATION CERTIFICATE

**PROJECT TITLE: BID #: Year 18 ERATE Internal Connections/Wireless Network**  
**OWNER: Di Giorgio School District**

Labor Code Section 3700 provides:

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

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

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

I am aware of the provisions of 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 and during the performance of the work on this Project.

Print Name of Contractor Above

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

Date:

Print Name Above

Title:

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

## 15-GUARANTEE

**PROJECT TITLE: BID #: Year 18 ERATE Internal Connections/Wireless Network  
OWNER: Di Giorgio School District**

We guarantee that the construction work described above has been performed in accordance with, and complies with, the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be required in connection with it, that may prove to be defective in workmanship or material within a period of one year from the date of acceptance of the project by Owner and the filing of the final verified report with the Division of State Architect (DSA), ordinary wear and tear excepted.

In the event of our failure to comply with these conditions within the applicable time frame as determined by Owner pursuant to the Contract Documents, in no event later than one week after being notified in writing by Owner, we authorize Owner to proceed to have the defects repaired at our expense, for which we will pay the costs and charges upon demand.

Date:

Name of Contractor

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

Print Name:

Title:

Representative of Contractor  
to be Contacted for Service:

Name:

Address:

Telephone number of Contact:

## 17-DAVIS BACON COMPLIANCE CERTIFICATION

**PROJECT TITLE/ BID #: Year 18 ERATE Internal Connections/Wireless Network**  
**OWNER: Di Giorgio School District**

I hereby certify that I will conform to the Davis Bacon Act regarding wages, on-site audits with 48-hour notice, payroll records, submittals of weekly certified payrolls to the Owner, and apprentice and trainee employment requirements.

Date:

Name of Contractor Above

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

Print Name:

Print Title:

***[THIS FORM IS TO BE USED ON CONSTRUCTION PROJECTS  
UNDER CONTRACTS ENTERED INTO OR FINANCED BY OR WITH  
THE ASSISTANCE OF THE FEDERAL GOVERNMENT.]***

## 20-DRUG-FREE WORKPLACE CERTIFICATION

**PROJECT TITLE/BID #: Year 18 ERATE Internal Connections/Wireless Network**  
**OWNER: Di Giorgio School District**

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

---

Signature

Print Name Above

Print Title Above

Date:

## 22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

*On projects including a mandatory job walk, this form must be submitted with the bid or bidder will be declared "non-responsive"*

**PROJECT TITLE/ BID #: Year 18 ERATE Internal Connections/Wireless Network**  
**OWNER: Di Giorgio School District**

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to complete this form;
2. If a bidder fails to attend the entire mandatory job walk;
3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. *[NOTE: This may also lead to a determination that the bidder is non-responsive.]*

Please check one of the following:

- I attended the entire mandatory job walk  
-OR-  
 I did not attend the entire mandatory job walk.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_\_.

Firm Name:

By:  
Print Name Above

Signed \_\_\_\_\_

Print Title:

# NOTICE TO CONTRACTORS CALLING FOR BIDS

## ADDENDUM #1 - JANUARY 13, 2015

1. School District: **Di Giorgio School District**
2. Project Identification Name (Description): **Year 18 ERATE Internal Connections**  
Internal Connections at all school sites including: Maintenance, Power Supply, Gigaport Fiber Switch, Fiber Runs, CAT VI drops, Wireless Access Points, File Servers. RFP available on District web site: [www.digiorgio.k12.ca.us](http://www.digiorgio.k12.ca.us)
3. Project Location: **Di Giorgio School District  
19405 Buena Vista Blvd.  
Arvin, CA 93203**
4. Bid Deadline: **Bids are due on February 11, 2015, prior to 2:00 PM**
5. Place of Bid Receipt: **Di Giorgio School District  
19405 Buena Vista Blvd.  
Arvin, CA 93203  
Phone:661-854-2604 Fax:661-854-8746**
6. Method of Bid Receipt: Personal Delivery, Courier, Mailed via US Postal Service to above address, email to: [jeboatm@zeus.kern.org](mailto:jeboatm@zeus.kern.org)
7. Pre-bid conferences: MANDATORY. Wednesday, February 4, 2015 2:00pm.  
Di Giorgio District Office  
Contact Jerri Boatman at 661-854-2604, or email @ [jeboatm@zeus.kern.org](mailto:jeboatm@zeus.kern.org)

Please review the following. All bidders must acknowledge ALL addendum as part of a responsive bid.

9. To perform the work required by this Notice, **for STRUCTURED CABELING Bidders** CONTRACTORS **performing the work** must possess a valid and active Contractor's License appropriate for the portion(s) of work his/her firm is seeking to perform. In accordance with Section 7057 of the Business and Professions Code, a General Building CONTRACTOR with a "B" license and with direct contractual relations with the DISTRICT may bid any Bid Package if he/she conforms with bidding provision of said section.

SCOPE OF WORK	LICENSE
Infrastructure – Structured Cabeling	C-10
Networking Equipment	C-7 or C-10





Di Giorgio

2015/16 ERATE Internal Connections

Addendum #2 January 13, 2015

**Updated to include drop location information and items discussed during the RFP evaluation**

**1. The timeline allowed after ERATE approval for contracted work to be completed shall be mutually agreed upon between winning vendor and district . However, it is anticipated that work should begin NO later than 45 days after notice of ERATE approval/Notice to Proceed notification. Any extension beyond this may be considered by the District.**

**2. Hardware and Structured Cabling will be bid separately. Structured cabling will include supplying and mounting the Network Cabinets with fiber cable management and Cat6 patch panels in the various buildings. Old Network Racks and Cabinets will be removed as part of the Structured Cabling bid.**

3. Please note changes:

Structured Cabling:

Di Giorgio School requires 6 strand multi-mode 10 gig fiber run from the MDF in the Administration Office to each IDF cabinet and terminated. Currently old fiber is connecting these rooms by unknown underground path.

**Pathway located in the basement of the Administration Building using two 2" pathways with some Fiber Cables in an orange plastic flex line approximately 1.25" diameter. There are in-ground vaults located on the south and west sides of the Administration Building. The vault lids have spot welds on the corners and we were unable to inspect them. The vaults may or may not need to be opened to run new cabling. The winning contractor will be responsible for opening the vaults, if necessary, and closing them with spot welds at the conclusion of the work.**

**There is a 2' high crawlspace under the library and cafeteria to run cabling and install floor boxes in the Library.**

The project requires 275 Cat6/RJ45 network connections at locations within the rooms on the campus. To be installed in walls, floors, ceilings or surface mount as appropriate.

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Addendum #2 January 13, 2015

The existing open racks in the room will be replaced by appropriate sized wall mounted network cabinets containing all necessary components listed in this document. All IDFs will receive new wall mounted network cabinets of appropriate size.

Network connection locations:

Administration/R1	40 drops
<b>Library wing/R12/Multipurpose</b>	<b>40 drops</b>
<b>*(4 subflooring dual boxes for data and power)</b>	
R2-3	20 drops
R4	20 drops
R5-7	45 drops
R8-10	40 drops
R11	18 drops
R13-14	52 drops

All fiber and Cat6 cabling will be tested, certified and documented.

Details of locations and routing of cabling will be given during the Mandatory Job Walk.

IDF Switches:

HP 2920-48G-POE+ (9729A#ABA)	<b>Quantity 4</b>
HP 2920-24G-POE+ (9727A#ABA)	<b>Quantity 6</b>
HP SFP (mini-GBIC) Transceiver Module LC/SX (J4858C)	Quantity 10

Admin Building:

SERVERS:

1. HP Proliant DL360p Gen8 Rackmount Server configured as Domain Controller, Intel Xeon E5-2620V2 2.1ghz 6-core processor, 16 gig RAM, SAS, Matrox G200m Gigabit LAN, 3 year standard hardware warranty.

HP 300gb Enterprise 2.5" SFF SAS 15k pluggable Hard Drive, quantity 5 total, 4 in RAID with one hotswap spare.

HP 8x DVD-ROM SATA Internal Optical Drive.

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Addendum #2 January 13, 2015

HP 3 year 6 hour 24x7 Call to Repair Extended Hardware Warranty, parts and labor.

2. HP Proliant DL360p Gen8 Rackmount Server configured as Exchange Server, Intel Xeon E5-2620V2 2.1ghz 6-core processor, 16 gig RAM, SAS, Matrox G200m Gigabit LAN, 3 year standard hardware warranty.

RAM upgrade: HP 8GB DDR3L 1600mhz PC3-12800 CL11 registered modules, quantity 2.

HP 300gb Enterprise 2.5" SFF SAS 15k pluggable Hard Drive, quantity 5 total, 4 in RAID with one hotswap spare.

HP 8x DVD-ROM SATA Internal Optical Drive.

HP 3 year 6 hour 24x7 Call to Repair Extended Hardware Warranty, parts and labor.

3. Microsoft Windows Server 2012 R2 Standard Academic Licensing 2 processors, quantity 2.

Microsoft Windows Server 2012 Academic User CAL License 1 user, quantity 25.

Microsoft Exchange Server 2013 Standard Academic License, 1 server

Microsoft Exchange Server 2013 Standard Academic User CAL License 1 user, quantity 25.

4. UPS, Rackmount, 3000VA

HP Wireless Management, actively supporting 20 devices (with future expansion to 40 max)

1. HP MSM720 Premium Mobility Controller Network Management Device, 6 ports - 10MB, 100MB, Gigabit LAN. (J9694A#ABA)

2. HP Access Point Additional Management Licenses for 10 additional access points. (J9697A)

3. HP E-MSM430 Dual Radio 802.11n AP, quantity 8. (J9650A)

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Addendum #2 January 13, 2015

4. HP 3 year 6 hour 24x7 Call to Repair Extended Hardware Warranty, parts and labor.

MDF Network Switch Rackmount

1. HP 5800 series switch configured:

JC101A Base Unit, quantity 1

JC087A 300 watt power supplies, quantity 2

JC095A 16 port SFP Module, quantity 1

JC094A 16 port Gig-T Module

**Required for MDF HP 5800 switch,  
HP X120 1Gigabit, LC/SX (JD118B), quantity 10**

2. Fiber Patch Panel and cable management

3. 48 port Cat6 patch panel and cable management.

4. UPS, rackmount, 3000VA

Server Rack located inside Principal's Office: 24 port switch

CAMPUS IDF Cabinets to be located:

Library: 48 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves Library, Rx)

Room R2: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R2 and R3)

Room R4: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R4)

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Addendum #2 January 13, 2015

~~Room R2: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R2 and R3)~~ Duplicate entry

Room R6: 48 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R5-R7. IDF is currently in Room R5) **Current Network Rack is located in Room 5, the new Cabinet will be located in Room 6 and necessary A/C Power provided inside the cabinet, as discussed.**

Room Janitor (wing Rooms 8-10): 48 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves SnackBar, Rooms R8-10 and Janitor utility)

Room R11: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R11)

Room R12: 24 port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R12, Cafeteria and Multipurpose Room)

Room R13 (computer lab): : 48 port and a 24port switch, Cat6 patch panels and cable management, Fiber patch panel and cable management and rackmount UPS. (serves R13-14) **Install the new Network Cabinet on the South Wall at the East end over an existing counter. The existing box is over the sink and would be a collision hazard if a larger box were installed in that location.**

All ceiling drops will have 6 foot service loop and terminated Cat6 Jack

Administration Drops in all office spaces, lounge and near copier/printer

- R1 1 ceiling near the Administration common wall  
6 on same common wall
- R2 1 ceiling near common wall with R3  
3 NW wall, 5 SE wall
- R3 1 ceiling SW wall  
10 SE wall, 2 NW wall
- R4 1 ceiling near S wall  
10 N wall, 10 E wall
- R5-7 1 ceiling in each room near E wall

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- 3 N, 4 E, 4 S, 3 W in each classroom
- R8-10 **Wing R8-10 has Janitor and Snack Bar Room**
  - 2 W wall Snack Bar, 2 under IDF in Janitor Room
  - 1 ceiling in each room near E wall
  - 3 N, 3 W, east Wall 2 north, 3 south in each room
- R11 1 ceiling near S wall
  - 10 N , 5 W, 2S (west corner)
- R12 No Ceiling drop
  - 2 N, 2 S
- R13 Computer Lab 1
  - 1 ceiling E wall
  - 30 wall drops matching furniture arrangement
- R14 Computer Lab 2
  - 1 ceiling W wall
  - 5 drops on each wall
- Cafeteria 2 wall drops by Nutrition Station
- Library 1 ceiling drop near E wall
  - 12 W, 3E
- Subflooring dual box for 4 data drops each and 2 power at Librarians desk**
- 3 Subflooring dual boxes for 4 data and 2 power arranged West-East in middle of floor**
- Stage 3 drops near existing desk
  - 2 drops on stage replacing existing recess with dual box allowing for microphone connection in same recess