

ROWLAND UNIFIED SCHOOL DISTRICT
Purchasing Department
1830 S. Nogales St.
Rowland Heights, CA 91748



REQUEST FOR PROPOSALS ("RFP") FOR
Internal Connections Acquisition - Category II
(Fiber Optic Installation, Horizontal Copper Cabling, and Patch Cables)
E-RATE FUNDING YR 2022

RFQ/RFP # 2021/22: (R5)

I. OVERVIEW

A. Introduction and Purpose

The Rowland Unified School District ("District") is seeking proposals from qualified authorized resellers ("Reseller") for the acquisition of Fiber Optic backbone cable installation and Horizontal Copper cabling as eligible under the Universal Service School and Libraries (SLD) Eligible Services List and subsequent rulings. This acquisition shall be for equipment according to the specifications set forth herein and will apply to funding year 2022.

This RFP depends on funding from the Federal E-Rate Program. The establishing E-Rate Form 470 number is #220010646. Vendors are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the E-Rate Program.

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

Responding entities must have a valid and active Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN).

Proposals may be made using an existing piggybackable bid and/or an existing State of

California contract, i.e. CMAS, or Western States Contracting Alliance, now known as NASPO ValuePoint.

B. Schedule of Events

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

- RFP Issuance DateJanuary 6, 2022
- 1st Publication in San Gabriel Valley TribuneJanuary 6, 2022
- 2nd Publication in San Gabriel Valley TribuneJanuary 13, 2022
- **Mandatory Job Walk.....January 20, 2022, 8:30 a.m.** (PST)
 - *Will begin at Alvarado Intermediate School, 1901 S. Desire Ave., Rowland Heights, CA 91748, at 8:30 a.m. (PST). The District will only accept Proposals from Firms that attend the mandatory job walk and walk all sites.*
- **Deadline for Questions.....January 27, 2022, 10:00 a.m.** (PST)
- Final Addendum posted (if needed)
as additional "RFP Document" to Form 470February 03, 2022
- **Deadline for Proposal Submission.....February 17, 2022, 10:00 a.m.**
- Board of Education ApprovalMarch 10, 2022
- Notice to ProceedSubject to E-Rate Approval

C. Proposal Response Requirements

Because the service and equipment specified in this RFP are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-rate" Universal Service Administrative Company (USAC) discount eligibility, all posting and response procedure must satisfy SLD E-rate submission requirements (per instructions and rulings posted at <https://www.usac.org/e-rate/>), California state requirements, local and District requirements. These requirements include, but are not limited to:

- a. The proposal must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the proposal or by any third-party provider;
- b. The pre-discount cost and description of all services, hardware, software and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. These costs should be specified for each line item proposed;
- c. A complete description of the services and/or equipment, as required by the SLD, must be attached to, or submitted with these costs;
- d. The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) for the provider of proposed services.

II. GENERAL SPECIFICATIONS

A. Contact Information

Any service provider seeking clarification of Form 470 and/or RFP shall email a request for information (RFI) to the following address by the RFI questioning deadline (January 27, 2022, 10:00 a.m.):

rmcleod@rowlandschools.org

Questions regarding this RFP must be received in writing and directed to Rosana McLeod at rmcleod@rowlandschools.org on or before **January 27, 2022** no later than **10:00 a.m.** Emails must be titled as follows: **RUSD RFP No. 2021/22: (R5) - RFI [CompanyName]**. District reserves the right to disregard emails with an incorrect title. Responses to RFI's questions will be provided via addenda posted to the Form 470 through USAC's E-rate Productivity Center (EPC) and posted on the District website on or before **February 3, 2022**, at **10:00 a.m.** Phone calls to the District regarding this RFP will not be accepted.

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

B. Bid Submission

All sealed bids **shall** be submitted to the contact information below by bid due date.

Interested Vendors are invited to submit a Proposal in response to this RFP by delivering five (5) bound copies, one (1) unbound copy and one (1) electronic copy on thumb drive of their Proposal, as further described herein, to:

- **Submission via Personal Delivery, Courier or Mailed**
- ***Service Provider shall provide sealed proposals.***
- **Five (5) bound copies, one (1) unbound copy and one (1) electronic copy on thumb drive are required.**

ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE February 17, 2022, NO LATER THAN 10:00 A.M.

Contact and Location:

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

Proposals must be **clearly labeled with the Title of the RFP "Internal Connections Acquisition - Category II" and RFP# 2021/22 (R5)** on the outside of the package.

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline.

Proposals and pricing shall be held open and valid for the duration of the E-Rate Year 2022, fiscal year 2022-2023, or until the procurement and installation of all products has been completed, including any Schools and Libraries Division approved extensions. Proposing Vendors are hereby made aware that the District will not reimburse costs for the preparation of the Proposal to any proposing Vendor for any reason.

C. Addenda

Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the Proposals response page or to include all addenda with the RFP Proposals documents may be sufficient cause for rejecting the submitted Proposals.

D. Award or Rejection of Response to Request for Proposals

The contract will be awarded at District's sole discretion. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process. The District reserve the right to award a contract for any portion of services as it sees fit. Thus, Proposers may submit separate proposals for one or more of the services described below. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to Section 20118.2 of the Public Contract Code, the District reserves the right to award a Contract to the qualified Proposers whose Proposals meets the evaluation standards and will be most advantageous to the District with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award parts of the services or materials sought by the RFP, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. By submitting a Proposal, the Proposer certifies that it is willing and able to provide any and all services described herein even if only a portion of the services and materials are required by the District. The successful Responder(s) will be notified in the event of an award.

E. Conflict of Interest

By its signature hereunder, Proposer certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this Request for Proposals. If such conflict exists, the Proposer will notify the District in writing prior to, or with the submission of, its Proposals.

F. Bid Due Date

Bids are due on the bid due date identified herein (**February 17, 2022, NO LATER THAN 10:00 A.M.**). If zero or only one bid is received, additional bids may be solicited and considered unless otherwise specified in the RFP.

G. Bid Evaluation Criteria

Consistent with public Contract Code section 20118.2, the District intends to select one of the Vendors—but reserves the right to select no Vendor or more than one Vendor—that best meet(s) the District’s needs for products and technical support as described in this RFP. The Successful Vendor will be selected based on the highest score using the below selection criteria.

A “best value” method of selection will be utilized to select the qualified Vendor with the most advantageous proposal. The District will evaluate all proposals received and determine which proposal is in the District's overall best interest to accept. The “best value” method evaluates the selection criteria listed below based on the designated relative weight given to each criterion as a percentage of the RFQ/RFP’s total points possible, where Cost of E-Rate Eligible Goods and Services is given the greatest relative weight. During the evaluation, the District may request proposal clarifications, explanations and answers from the Vendor.

Selection Criteria	Relative Weight
Cost of E-Rate Eligible Goods and Services	50%
Prior Similar K-12 Experience	20%
Personnel Qualifications	15%
Quality of Proposal	5%
Proximity to District offices/availability of local staffing	5%
Reference	5%
Overall Ranking	100%

H. Contract Term

Category Two – Contract end date coterminous with Category Two (C2) E-rate Service Delivery Deadline September 30, 2023 for the applicable E-rate Funding Year. Vendor shall include an optional extension of one year and must be included in the response and contract in order for USAC to recognize them.

I. Ineligible Products and Services

The bidder shall identify all E-rate ineligible or partially eligible costs included in all bids.

J. Taxes, Surcharges, Fees and Other Costs

The bidder shall include all relevant costs, or best estimates, of all costs associated with products and services proposed, including but not limited to taxes, surcharges, fees, shipping, handling, and labor (if requested). Omission of taxes or other relevant costs may result in disqualification of bid.

K. Job Walk/Site Visit

There will be a **mandatory** job walk for Equipment Group 1 and 2. Job walk is required in order to bid on Equipment Group 1 and 2. Job walk will be held on January 20, 2022 starting at 8:30am. Job walk will begin at Alvarado Intermediate School, located at 1901 S. Desire Ave., Rowland Heights CA 91748.

L. Service Provider/Vendor Eligibility

- a. 498 ID/Service Provider Identification Number (SPIN) – Bidder must have a 498 ID/SPIN number which must be submitted with their quote. Information on obtaining a SPIN is available at <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- b. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. Please see *Exhibit "E"* herein for additional information.
- c. Each Proposer shall submit with its proposal, on the form furnished with the contract documents, a list of the designated subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq.
- d. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Proposer, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Proposer. Upon satisfactory completion of the contract, the securities shall be returned to the Proposer.
- e. Each Proposer's proposal must be accompanied by one of the following forms of Proposer's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a Proposer'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 below. Such Proposer's security must be in an amount not less than ten percent (10%) of the maximum amount of proposal as a guarantee that the Proposer will enter into the proposed contract, if the same is awarded to such Proposer. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.
- f. Where applicable, Proposers must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Proposers may contact the District for details regarding the District's DVBE participation goals and requirements.
- g. No telephone or facsimile machine will be available to Proposers on the District premises at any time.
- h. It is each Proposer's sole responsibility to ensure its proposal is timely delivered

and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.

- i. **Insurance.** Provide any and all applicable certificates showing the type and amount of insurance Proposer holds and will maintain throughout the course of the Project. Proposer shall also provide: 1) the name of insurance carrier, 2) number of years with carrier, 3) claims made on the policy of insurance, 4) a detailed explanation of the nature and type of claim, 5) whether the claim has been resolved and 6) the terms of the resolution.
- j. **Drug Free Workplace Certificate.** In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

M. Substitutions

- a. Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and included with the proposal.
- b. All products and services proposed must be equal to, or exceed, the specifications provided in the form 470 and any RFP documents. The applicant reserves the right to determine equivalence of all substitutions.
- c. For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

N. Invoice Mode

The Service Provider Invoice (SPI) billing method will be used unless the applicant notifies the service provider to the contrary.

O. Additional E-rate Conditions

- a. Bidder shall be subject to all USAC, FCC, State and local specifications and requirements
- b. Bidder must be familiar with billing methods and timelines associated with the E-rate program and submission of a quote constitutes agreement to all USAC terms.
- c. In the event E-rate funding is denied or reduced, the applicant reserves the right to modify the scope of the project or cancel the projects
- d. All awards related to this solicitation are subject to the applicant receiving approval for funding through the E-rate process
- e. No guarantee can be given that any or all items or services under this quote request will be: a) purchased; b) that the stated amounts will be reached; or, c) that they will not be exceeded. Bidder agrees to furnish more or less at the prices quoted in accordance with the actual requirements
- f. In the event there is a discrepancy between the various RFP Documents, the more stringent, higher quality, and greater quantity of work shall apply

P. Service Provider/Vendor Minimum Requirements

- a. Vendors must make themselves thoroughly familiar with any rules or regulations set forth by the E-Rate Program. Vendors shall provide all necessary E-Rate and contracting credentials necessary pursuant to E-Rate procurement requirements located at: <http://www.usac.org/sp/>.
- b. Vendors shall be and remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This procurement is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the procurement at its sole discretion. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division ("SLD") of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at <https://www.usac.org/e-rate/>.
- c. Cabling Contractor must be a manufacturer certified installer and provide a minimum 20-year manufacturer warranty. Bidder must include a current certificate of authorization with bid response.
- d. Must have a current and in good standing, California C-10 contractor's license.
- e. Must have completed at least 3 projects of equal size and scope for public **California K-12** school districts within the past 5 years. Reference information of these projects shall be submitted with bid and include (as a minimum):
 - i. District Name; Address; Contact Name, Title, Telephone Number, and Email address. Projects must include similar cabling work at the same or higher system performance levels.

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

Q. Abatement

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

R. Cable Service Loop

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

S. Trenching

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

T. Testing

- a. Contractor shall utilize both an Optical Time Domain Reflectometer (OTDR) and a power loss tester. Some OTDR's have both capabilities built-in and this is acceptable. Contractor shall submit a written and signed report, that all terminated fiber optic cables are within manufacturer's specifications. The OTDR shall have been certified within the past 12 months prior to start of the work. A copy of the certification shall be presented to the District Representative prior to the start of testing
- b. All fiber testing shall be performed on all fiber strands in the completed end to end system. There shall be no splices. Testing shall consist of a bi-directional end to end power meter test. The system loss measurements shall be 1320 and 1550 for single mode fibers
- c. The contractor shall test all light-guide cable prior to the installation for the cable. The contractor shall assume all liability for the replacement of the cable should it be found defective during the warranty period
- d. Any link not meeting the requirements of the standard shall be brought into compliance by the contractor, at no further cost to the District
- e. The standard eight basic fiber-optic cable tests shall be performed in addition to any others the contractor generally provides:
 - i. Distance Test
 - ii. Fiber-loss Test
 - iii. Event Loss Test
 - iv. Link Loss Test
 - v. Return Loss Test
 - vi. Link-Return Loss Test
 - vii. End to End Loss Test
 - viii. OTDR graph
- f. All terminated fiber strands shall be tested and written results provided to the District Representative
- g. Any fiber-optic pairs not meeting manufacturer specifications shall be repaired or replaced by the Contractor at no further cost to the District
- h. All horizontal copper network cables shall be tested in compliance with EIA/TIA TSB67 specifications for Category 6/7 cable
- i. All terminated copper strands shall be tested and written results provided to

the District Representative

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

U. Completion

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

V. Notes

- a. All work will be performed without interruption to classroom instruction and office staff. Most work will need to be performed outside of normal school hours
- b. Each campus will have up to two (2) priority Admin buildings that will need to be completed with as little-to-no downtime as possible
 - i. Alvarado Intermediate School – *Administration and Multi-Purpose Room (MPR)*
 - ii. Killian Elementary School – *Administration and ACS*
 - iii. Shelyn Elementary School – *Administration and Multi-Purpose Room (MPR)*
 - iv. Giano Intermediate School – *Administration*
 - v. Yorbita Elementary School – *Administration*
 - vi. Hurley Elementary School – *Administration and Multi-Purpose Room (MPR)*
- c. Service Provider shall cleanup work area every day at the end of each day
- d. Proposals must contain all requested information about the Vendor as well as pricing identified in the Pricing Proposal Form. Proposals should be complete and prepared to provide an insightful, straightforward, and concise overview of the Vendor's Proposal.

W. Service Provider/Vendor's Proposal

Vendor's Proposal must be concise, well organized, and demonstrate Vendor's qualifications and proposed pricing. Vendor's Proposal shall be formatted as outlined below, and shall be no longer than **sixty (60) pages**, 8½" x 11" paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Vendor(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Vendor. The Letter of Interest should provide a brief statement of Vendor's experience indicating the unique background and qualities of the Vendor, its personnel, and its sub-consultants, and what will make the Vendor a good fit for work in the District.
2. **Table of Contents.** A table of contents of the material contained in the Proposal should follow the letter of interest.
3. **Executive Summary.** The executive summary should contain an outline of Vendor's approach, along with a brief summary of Vendor's qualifications.
4. **Proposal Form.** A completed Proposal Form attached as *Exhibit "A"*
5. **Proposal Pricing Form.** A completed Proposal Pricing Form attached as *Exhibit "B.1"* and *"B.2"*
6. **Product Pricing/Terms.** Proposals must include the Proposal Pricing Form attached as *Exhibit "B.1"* and *"B.2"* and include the details as outlined below on each individual exhibit.
 - 6.1. **Equipment Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 6.2. **Shipping Costs.** Provide a detailed breakdown of the costs for shipping. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 6.3. **Taxes.** Proposal prices shall include a detailed breakdown of allowances for all taxes including but not limited to all Federal, State and Local taxes. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 6.4. **All Other Costs, Fees, Expenses or Charges.** Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 6.5. All equipment provided in Vendor's Proposal must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment will be considered. Vendor must provide one year on-site fully warranty of equipment, installation and configuration.
7. **Certificate of Compliance.** A signed Certificate of Compliance, attached as *Exhibit "C"*.
8. **Proposed Personnel.** Include resumes of key personnel who would provide on-line and/or local sales or local technical support. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Vendor's and personnel's availability to provide the local sales and technical support. If the Vendor will utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members, if any.
9. **Narrative.** Provide a comprehensive narrative of the pricing and services offered by Vendor. The narrative should include the following:

9.1. Proposed Schedule of Delivery. Products requested under this RFP will be expected for delivery and installation at the District no later than 60 days from the issuance of the District's Purchase Order. Vendor shall affirmatively state its ability to meet this schedule.

9.2. Vendor Information.

- 9.2.1. Provide a brief history of Vendor, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 9.2.2. Provide Vendor's preferred contact information and email address to send Vendor notifications hereunder.
- 9.2.3. Discuss Vendor's ability to meet strict schedules for comparable projects, Vendor's schedule management procedures, and how Vendor has successfully handled potential delays.
- 9.2.4. Provide a statement of ALL claim(s) filed against Vendor in the past five (5) years, if any. Briefly indicate the nature of the claim and the resolution, as applicable, of the claim(s).
- 9.2.5. Include letters of reference or testimonials, if available. Vendors should limit letters of references or testimonials to no more than ten (10).

10. Prior Relevant Experience.

10.1. Provide a list of ALL K-12 and community college districts for which Vendor has provided the same or similar products in the past five (5) years. Limit your response to no more than the ten (10) most recent districts. Include the names of the district, a description of services and/or products provided, and the name of the contact person and telephone number at the district. Also, indicate the Vendor's personnel that performed services for each district.

11. Additional Data. Provide additional information about the Vendor as it may relate to Vendor's Proposal. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Vendor's qualifications and expertise.

12. Non Collusion Declaration. Include the Vendor's executed Non-Collusion Declaration (attached to this RFP as *Exhibit "I"*).

13. E-Rate Supplemental Terms and Conditions. A signed E-Rate Supplemental Terms and Conditions, attached as *Exhibit "E"*.

14. Additional Forms/Documents to be Submitted with Proposal. Proposer shall complete and submit the original copies of the following forms/documents with its Proposal:

- 14.1.** Proposal Form A- Certificate of Workers' Compensation Insurance
- 14.2.** Proposal Form B- Subcontractors List
- 14.3.** Proposal Form C- Proposal Bond
- 14.4.** Proposal Form D- Proposal Guarantee Form (only if not using Proposal Form F)
- 14.5.** Proposal Form E – DIR Certification Form

- 14.6. Proposal Form F – DVBE Form
- 14.7. Proposal Form G – Drug Free Workplace
- 14.8. Proposal Form H- Substitution Request Form (only if proposing substitution)
- 14.9. Proposal Form I – Iran Contract Certification/Exemption

X. Form of Agreement.

- a. Attached as **Exhibit “D”** to this RFP is a standard form Agreement. This Form of Agreement is subject to change if piggybackable contract pricing or other pricing available through existing public procured contracts is used.
- b. Please indicate in Vendor’s response if Vendor has any comments or objections to the form of Agreement. The District does not intend to consider any substantive changes to the form of Agreement if they are not submitted at or before this time.

Y. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS.

- a. Attached as **Exhibit “E”** to this RFP is a standard form Agreement.
- b. **Exhibit “E”** must be signed and returned with bid response.

Z. Terms and Conditions.

- a. The District reserves the right to contract with any Vendor responding to this RFP for all or portions of the above-described products, to reject any Proposal as non-responsive, and not to contract with any Vendor for the products described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP by means of addenda.
- b. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Vendor to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline may not be considered.
- c. Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Vendor that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Vendor agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
- d. Issuance of this RFP does not commit the District to award a contract for products

or to pay any costs incurred with the preparation of a response. Vendors should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees as well as approval by the District's Board of Education.

- e. The selected Vendor(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Vendors shall be responsible for establishing and implementing an ADA program within the Vendor's work place. Vendors shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/RFP so that such provisions will be binding upon each sub-consultant.
- f. Fingerprinting of all personnel who will visit school sites is also required.

III. ADDITIONAL SPECIFICATIONS AND PROCEDURES

A. Protests.

- a. The protest is in writing;
- b. The protest is filed and received by the **District's Deputy Superintendent Administrative Services** not more than three (3) calendar days following the date of the District's selection of the apparent responsible Proposer;
- c. The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
- d. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Information Technology 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 Proposer 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 Proposer 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 Proposer. The issuance of written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the Proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a Proposal, the

Proposer accepts the District's RFP and evaluation process as fair, open and competitive and compliant with all applicable regulations written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the Proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a Proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive and compliant with all applicable regulations.

B. Disclosure

- a. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Bidder; thereafter the proposals shall be deemed public records. In the event that a Bidder desires to have portions of its proposal remain confidential, it is incumbent upon the Bidder to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.
- b. The District will consider a Bidder's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Bidder that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Bidder requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
- c. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of a Bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purpose of clarification and evaluation.
- d. Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting their form without the prior approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

C. Indemnification

Proposer shall be solely responsible for ensuring all information submitted to the District or any federal agency, including but not limited to all statements regarding the amount of work complete and quantities of equipment installed on the Project, is accurate and shall indemnify and hold the District harmless from any claim, damage, or loss arising from the information provided by the Proposer, including any action, claim or audit initiated by the Universal Service Administrative Company or the Federal Communications Commission.

D. Insurance

Agreement and Bonds Upon Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District:

- i. Certificates of Insurance evidencing all insurance coverage required under the Contract Documents
- ii. the Performance Bond
- iii. the Labor and Material Payment Bond
- iv. the Certificate of Workers' Compensation Insurance; (e) the Drug-Free Workplace Certificate
- v. Fingerprint Certificates
- vi. DVBE Certification; if required.

Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.

a. Insurance Requirements for Contractor

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

b. Subcontractor's Insurance

- i. In accordance with Article 6.5 of the General Conditions, each subcontractor shall obtain and maintain the following insurance coverages in the following minimum coverage amounts:
 1. Workers Compensation Insurance In accordance with applicable law
 2. Employers Liability Insurance \$1,000,000
 3. Commercial General Liability Insurance

- a. (including coverage for bodily injury, death, property damage and motor vehicle liability)
- 4. Per Occurrence \$1,000,000
- 5. Aggregate \$2,000,000

E. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work by such Proposer.

F. Wage Rates, Travel and Subsistence

- a. Pursuant to Labor Code Sections 1720 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. The Proposer shall obtain copies of the above-referenced prevailing wage sheets and post 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 for 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 (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Proposer's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractor under such Proposer, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

G. Warranty

- a. The Proposer shall warrant to the District that all services provided will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents which will include this RFP. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this contract shall include a warranty setting forth the specific requirements. However, all Proposers shall confirm that they can and will warrant all work provided to the District with the following representations:
- b. Contract Documents which will include this RFP. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this contract shall include a warranty setting forth the specific requirements. However, all Proposers shall confirm that they can and will warrant all work provided to the District with the following representations:
- c. In addition to any other warranties provided elsewhere, Proposer shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective within a three (3) year period from date of completion without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Proposer shall notify District upon completion of repairs.
- d. In the event of failure of Proposer to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Proposer who hereby agrees to pay costs and charges therefore immediately on demand.
- e. If, in the opinion of the District, defective Work requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the Proposer notice. If the Proposer cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Proposer. Such action by the District will not relieve the Proposer of the guarantee provided in this Article or elsewhere in the Contract or this RFP.
- f. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Proposer shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

H. Fingerprinting

If applicable, Proposer shall comply with all provisions of Education Code Section 45125.1 prior to entering into a contract with the District. Pursuant to Education Code section 45125.1, Proposer shall conduct criminal background checks of all employees of Proposer assigned to work on a District site, and shall certify that no

employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, Proposer must provide the District with a list of all employees providing services pursuant to the contract and this RFP with the District, and designate which sites such employees will be assigned. In performing the services set forth in this RFP, Proposer shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Proposer's employees will have only "limited contact" with pupils.

I. Subcontractors - Designation of Subcontractors; Subcontractors List

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

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

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

b. Work of Subcontractors.

- i. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complementary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

c. Subcontractor Bonds

- i. Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring

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

IV. REQUIREMENTS AND DESCRIPTION OF SERVICES

A. Scope of Work

-General Information

- a. The District reserves the right to fund or not to fund regardless of E-rate approval.
- b. Bidders must respond to Equipment Group 1 and Group 2.
- c. Any items that are ineligible or partially eligible for E-rate discounts shall include appropriate cost allocation
- d. Reseller shall include any and all needed line items recommended by manufacturer
- e. All bid responses shall include unit cost, quantity, extended cost, tax, freight and any other costs

EQUIPMENT GROUP 1 – Installation of Fiber Optic Backbone and Horizontal Copper Cabling with appropriate fiber/copper patch cables

- a. Job walk will be REQUIRED for bid of Equipment Group 1.
- b. Job walk is scheduled for 1/20/2022 at 8:30am
 - a. Job walk will begin at Alvarado Intermediate School
 - i. 1901 S. Desire Ave., Rowland Heights, CA 91748
 - b. Schedule of remaining sites will be discussed on job walk
 - c. Job walk will assist in solidifying cable lengths.
 - i. See Site Electrical/Data Pathway Plans (*Exhibit "J"*) Attached
 - ii. See Site Network Maps (*Exhibit "K"*) Attached
 - d. All cables must be installed with service loops as defined within the "Service Loop" section of this RFP
- c. Installation of new single mode (OS2) 9/125 fiber optic backbone connecting MDF to all IDF's at the following locations:
 - a. Alvarado Intermediate School (ALV)
 - i. 13 fiber runs
 - ii. 385 foot average
 - b. Killian Elementary School (KIL)
 - i. 7 fiber runs
 - ii. 408 foot average
 - c. Shelyn Elementary School (SHE)
 - i. 4 fiber runs
 - ii. 558 foot average
 - d. Giano Intermediate School (GIA)
 - i. 6 fiber runs

- ii. 366 foot average
- e. Yorbita Elementary School (YOR)
 - i. 6 fiber runs
 - ii. 292 foot average
- f. Hurley Elementary School (HUR)
 - i. 11 fiber runs
 - ii. 305 foot average
- g. Fiber optics must be Single Mode (OS2) 9/125
- h. Each MDF to IDF run must contain 12 strands of fiber
- i. Fiber optics must be capable of a minimum speed of 40Gbps
- j. Fiber optics must be gel filled and suited for outdoor and underground conduit installation
- k. Fiber Optic cable must be installed in 1" corrugated type innerduct (orange incolor) when running outside of conduit
- l. Fiber optics must be direct connections between MDF and IDF with continuous sheath and no joints or splices
- m. Each Fiber Optic cable shall be identified with a pre-established uniform numbering system. Identification will be securely attached to the cable at each end, whenever it enters or leaves a conduit, and at the MDF and IDF
- n. New 1U fiber optic trays/patch panels to be supplied and installed in individual IDF's
 - i. Wall mount fiber patch panel is acceptable in locations where rack mount is unavailable with approval from District on a case-by-case basis
- o. New High-Density fiber optic trays/patch panels to be supplied and installed in MDF
- p. Terminate all fiber strands at each end of the cable with LC type connectors
- d. Provide Fiber Patch cables for each building connection
 - a. Fiber patch cable must contain LC-LC connections
 - b. Fiber patch cable must be 2-meters in length
 - c. Fiber patch cable must be duplex, single mode (OS2) 9/125
 - d. Quantity of Single Mode Duplex Fiber Patch Cables needed: 96
 - i. No labor, installation or configuration is requested as part of this scope of work.
- e. Installation of two (2) new Copper Horizontal links connecting each room location to each IDF at the following locations:
 - a. Alvarado Intermediate School (ALV)
 - i. 94 copper runs
 - ii. 65 foot average
 - b. Killian Elementary School (KIL)
 - i. 86 copper runs
 - ii. 70 foot average
 - c. Shelyn Elementary School (SHE)
 - i. 78 copper runs

- ii. 68 foot average
- d. Giano Intermediate School (GIA)
 - i. 84 copper runs
 - ii. 54 foot average
- e. Yorbita Elementary School (YOR)
 - i. 84 copper runs
 - ii. 96 foot average
- f. Hurley Elementary School (HUR)
 - i. 84 copper runs
 - ii. 62 foot average
- g. Copper Horizontal runs must be certified at or above Cat7
- h. Copper Horizontal runs must be capable of a minimum speed of 5Gbps
- i. Copper Horizontal runs must be suited for plenum locations
- j. Copper Horizontal runs cable must have a **Yellow** color exterior jacket
- k. Copper Horizontal runs must be direct connections between IDF and each room ceiling location with continuous sheath and no joints or splices
- l. Each Copper Horizontal cable shall be identified with a pre-established uniform numbering system. Identification will be securely attached to the cable at each end, whenever it enters or leaves a conduit, and at the patch panel and biscuit/face plate
- m. New 1U copper patch panel to be supplied and installed in individual IDF's
 - i. Wall mount patch panel is acceptable in locations where rack mount is unavailable with approval from District on a case-by-case basis
- f. Provide two (2) Copper Patch cables for each horizontal run installed
 - a. One (1) 1-metter in length
 - b. One (1) 2-metter in length
 - c. Copper patch cable must contain RJ-45 to RJ-45 connections
 - d. Copper patch cable must be equal or better than the category rating of the installed copper horizontal cabling
 - e. Quantity of 1-metter Copper Patch Cables needed: 510
 - f. Quantity of 2-metter Copper Patch Cables needed: 510
 - g. Total quantity of Copper Patch Cables (both 1 and 2-metters) needed: 1020
- g. Current correlating patch panels/trays located in MDF and IDF locations must be maintained in current condition and functionality.
- h. Labeling of all terminations will be done to industry standards and machine generated
- i. Mounting and support of all installed fiber and copper cabling will be done to industry standards

EQUIPMENT GROUP 2 – OPTIONAL Conduit and Trenching

To be used in the event if an existing pathway is unable to be utilized.

- a. Job walk will be REQUIRED for bid of Equipment Group 2.
- b. Job walk is scheduled for 1/20/2022 at 8:30am
 - a. Job walk will begin at Alvarado Intermediate School
 - i. 1901 S. Desire Ave., Rowland Heights, CA 91748
 - b. Schedule of remaining sites will be discussed on job walk
- c. Estimated distance per school site: 500ft
- d. Estimated pull boxes per site: 2
- e. Excavation and trenching operation shall be repaired to original or better.
- f. All trenches will be backfilled and hand-compacted.
- g. Cap the trench lines with materials similar to existing
 - sod
 - asphalt
 - concrete
- h. All conduit shall be 4-inch.
- i. All trenching quantities and distances are estimates. Bids will reflect the estimates shown.

B. Discount Funding

The cost for all related recurring and non-recurring services will be submitted to the Schools and Libraries Division (SLD) as part of the Universal Service Fund "E-rate" discount program. Because of this, it is necessary for all eligible internal connection's components, including both non-recurring and recurring cost, to be clearly specified on the successful proposal. Furthermore, and pursuant to SLD E-rate discount application procedures, the proposal response must indicate non-discounted costs for all equipment, cables, software licenses and services. Upon proposal acceptance, all invoices for eligible equipment and services must specify only the discounted amounts.

The final purchase of these equipment items will be dependent upon approval of the discount applications from the SLD. The District shall reserve the right to modify site quantities depending upon available funding and discount approvals. 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.

Pursuant to E-rate discount requirements, the Vendor must meet all of the necessary eligibility requirements, at Vendor's expense, to receive reimbursement funding from the Universal Service Fund per Section 254 of the Telecommunication Act of 1996 and subsequent orders.

C. Technical Requirements

All IDF fiber optic runs are currently either 62.5 or 50 micron multi-mode fiber optic cabling; ranging from OM1 to OM4. The District intends to install 10 Gbps switching for edge switching and its wireless infrastructure; most current fiber optics is not capable of running 10 Gbps speeds. All fiber optic pathways exist through conduit, no aerial fiber optics exist throughout the District.

Buildings Identified for Fiber Optic Backbone Replacement, Fiber Patch Cable, and Copper:

<u>Site</u>	<u>Building/ IDF</u>	<u>E-Rate Eligible</u>	<u>Fiber Backbone</u>	<u>1-Meter Copper Patch Cable</u>	<u>2-Meter Copper Patch Cable</u>	<u>2-Meter Fiber Patch Cable Count (MDF + IDF)</u>	<u>Estimated Fiber Backbone Length (FT)</u>
Alvarado IS	ALV-MDF	Yes	NO	6	6	13	N/A
Alvarado IS	ALV-Rm2-IDF	Yes	Yes	4	4	1	485
Alvarado IS	ALV-10Wing-IDF	Yes	Yes	8	8	1	545
Alvarado IS	ALV-20Wing-IDF	Yes	Yes	8	8	1	350
Alvarado IS	ALV-30Wing-IDF	Yes	Yes	8	8	1	390
Alvarado IS	ALV-40Wing-IDF	Yes	Yes	8	8	1	180
Alvarado IS	ALV-50Wing-IDF	Yes	Yes	6	6	1	325
Alvarado IS	ALV-60Wing-IDF	Yes	Yes	8	8	1	290
Alvarado IS	ALV-70Wing-IDF	Yes	Yes	6	6	1	270
Alvarado IS	ALV-P83-IDF	Yes	Yes	8	8	1	530
Alvarado IS	ALV-P85-IDF	Yes	Yes	6	6	1	465
Alvarado IS	ALV-LIB-IDF	Yes	Yes	8	8	1	360
Alvarado IS	ALV-PE-IDF	Yes	Yes	2	2	1	450
Alvarado IS	ALV-MPR-IDF	Yes	Yes	8	8	1	350
Killian ES	KIL-MDF	Yes	NO	6	6	8	N/A
Killian ES	KIL-K2-IDF	Yes	Yes	4	4	1	330
Killian ES	KIL-P1A-IDF	Yes	Yes	8	8	1	372
Killian ES	KIL-ACS-IDF	Yes	Yes	14	14	1	200
Killian ES	KIL-P7-IDF	Yes	Yes	16	16	1	490
Killian ES	KIL-P12-IDF	Yes	Yes	2	2	1	865
Killian ES	KIL-MP-IDF1	Yes	Yes	14	14	1	300
Killian ES	KIL-MP-IDF2	Yes	Yes	16	16	1	300
Killian ES	KIL-MP-IDF3	Yes	NO	6	6	0	N/A
Shelyn ES	SHE-MDF	Yes	NO	10	10	5	N/A
Shelyn ES	SHE-ABldg-IDF1	Yes	Yes	14	14	1	200
Shelyn ES	SHE-ABldg-IDF2	Yes	NO	14	14	0	N/A
Shelyn ES	SHE-BBldg-IDF	Yes	Yes	24	24	1	380
Shelyn ES	SHE-D4-IDF	Yes	Yes	12	12	1	860

Buildings Identified for Fiber Optic Backbone Replacement, Fiber Patch Cable, and Copper:							
<u>Site</u>	<u>Building/ IDF</u>	<u>E-Rate Eligible</u>	<u>Fiber Backbone</u>	<u>1-Meter Copper Patch Cable</u>	<u>2-Meter Copper Patch Cable</u>	<u>2-Meter Fiber Patch Cable Count (MDF + IDF)</u>	<u>Estimated Fiber Backbone Length (FT)</u>
Shelyn ES	SHE-D8-IDF	Yes	Yes	4	4	1	790
Giano IS	GIA-MDF	Yes	NO	14	14	6	N/A
Giano IS	GIA-PE-IDF	Yes	Yes	2	2	1	620
Giano IS	GIA-P10-IDF	Yes	Yes	8	8	1	250
Giano IS	GIA-P2-IDF	Yes	Yes	4	4	1	375
Giano IS	GIA-20Wing-IDF	Yes	Yes	18	18	1	330
Giano IS	GIA-30Wing-IDF	Yes	Yes	20	20	1	310
Giano IS	GIA-40Wing-IDF	Yes	Yes	18	18	1	310
Yorbita ES	YOR-MDF	Yes	NO	6	6	6	N/A
Yorbita ES	YOR-MP-North-IDF	Yes	Yes	20	20	1	120
Yorbita ES	YOR-MP-South-IDF	Yes	Yes	18	18	1	120
Yorbita ES	YOR-KBIldg-IDF	Yes	Yes	8	8	1	50
Yorbita ES	YOR-P1-IDF	Yes	Yes	12	12	1	100
Yorbita ES	YOR-P7-IDF	Yes	Yes	8	8	1	90
Yorbita ES	YOR-P12-IDF	Yes	Yes	12	12	1	100
Hurley ES	HUR-MDF	Yes	NO	6	6	11	N/A
Hurley ES	HUR-10Wing-IDF	Yes	Yes	6	6	1	348
Hurley ES	HUR-20Wing-IDF	Yes	Yes	6	6	1	276
Hurley ES	HUR-30Wing-IDF	Yes	Yes	6	6	1	62
Hurley ES	HUR-40Wing-IDF	Yes	Yes	6	6	1	80
Hurley ES	HUR-50Wing-IDF	Yes	Yes	6	6	1	265
Hurley ES	HUR-60Wing-IDF	Yes	Yes	6	6	1	332
Hurley ES	HUR-P8-IDF	Yes	Yes	10	10	1	622
Hurley ES	HUR-P15-IDF	Yes	Yes	8	8	1	583
Hurley ES	HUR-P2-IDF	Yes	Yes	16	16	1	435
Hurley ES	HUR-70Wing-IDF	Yes	Yes	4	4	1	230
Hurley ES	HUR-MPR-IDF	Yes	Yes	4	4	1	115

EXHIBIT "A"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

**PROPOSAL FORM
(MANDATORY)**

Submitted herewith is our Proposal for Internal Connections Acquisition - Category II E-Rate Funding Yr. **2022**, E-Rate Form 470 number **#220010646** for the Rowland Unified School District.

We propose the pricing and terms attached hereto in **Exhibit "B.1"** and **"B.2"** and certify that pricing and terms are in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC).

The Vendor will enter into an agreement with the District in the form submitted with this Request for Proposal.

Name of Vendor

By

SPIN Number _____

Federal Registration Number (FCC-FRN) _____

EXHIBIT "B.1"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

**PROPOSAL PRICING FORM – Mandatory
Equipment Group 1 - See Group 2 (*Exhibit "B.2"*)**

THE PRICES DESCRIBED HEREIN ARE INCLUSIVE OF THE FOLLOWING: (1) ALL PRODUCTS, EQUIPMENT, MATERIAL AND SUPPLY COSTS FOR EACH INDIVIDUAL ITEM AND WILL REMAIN CURRENT UNDER E-RATE YR. 2022.

Page of [Use additional pages as needed.]

Item	Description	Part #	Qty	Unit Price Bid	Total Price	E-Rate Eligible % (% of product eligible for E-Rate Discount)	Shipping & Handling (per item)	Installation For this item (per unit)	Sales Tax (Y/N)

Subtotal: _____

Installation: _____

Shipping and handling: _____

Tax: _____

TOTAL: _____

EXHIBIT "B.2"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

**PROPOSAL PRICING FORM – Mandatory
Equipment Group 2 – Required with Group 1 (*Exhibit "B.1"*)**

THE PRICES DESCRIBED HEREIN ARE INCLUSIVE OF THE FOLLOWING: (1) ALL PRODUCTS, EQUIPMENT, MATERIAL AND SUPPLY COSTS FOR EACH INDIVIDUAL ITEM AND WILL REMAIN CURRENT UNDER E-RATE YR. 2022.

Page of [Use additional pages as needed.]

Item	Description	Part #	Qty	Unit Price Bid	Total Price	E-Rate Eligible % (% of product eligible for E-Rate Discount)	Shipping & Handling (per item)	Installation For this item (per unit)	Sales Tax (Y/N)

Subtotal: _____

Installation: _____

Shipping and handling: _____

Tax: _____

TOTAL: _____

EXHIBIT "C"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

**ROWLAND UNIFIED SCHOOL DISTRICT
CERTIFICATION OF COMPLIANCE**

(MANDATORY FORM)

I/we have received and reviewed the RFP and any Addenda issued by the Rowland Unified School District and this submission is our entire submittal.

Vendor Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____, 2022

Number of Addenda Received: _____

EXHIBIT "D"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

FORM OF AGREEMENT

FORM OF AGREEMENT
Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022

RFP # 2021/22: (R5)

AGREEMENT FOR SALE OF EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES

This Agreement for **Internal Connections Acquisition - Category II**, E-Rate Funding Yr. _____, is made and entered into this _____ day of _____, 20____ ("Contract"), by and between _____ ("Seller") and **Rowland Unified School District** ("Buyer" or "District"). Seller and Buyer may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Sale and Description of Goods.** Seller shall sell to the Buyer and Buyer shall purchase from Seller the products, equipment, materials, or supplies in the quantities and prices described in the document attached hereto as **Exhibit "F"** (the "Goods").

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

2. **Delivery.** The Goods shall be delivered by Seller at Seller's sole expense ("Delivery") pursuant to the terms of the Purchase Order attached hereto as **Exhibit "H"**. Packing slips must accompany all shipments. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Seller delivers in excess of the quantities specified herein, the Buyer shall not be required to make any payment for the excess equipment, materials, or supplies, and may return them to Seller at Seller's expense or utilize any other rights available to the Buyer at law or in equity. The risk of loss or damage to the Goods shall not pass to buyer until buyer receives physical possession of the Goods.

3. **Compensation and Payment.** Buyer agrees to pay Seller for Goods satisfactorily provided under this Contract a total fee of _____ Dollars (\$_____.) or from time to time on the same terms as the Purchase Order attached hereto as **Exhibit "H"** in the event that the Buyer's duly authorized representative issues a purchase order to the Seller (collectively, the "Contract Price"). Payment for the Goods shall be made for all undisputed amounts within thirty (30) days after the Seller submits an itemized invoice to the Buyer for Goods actually and satisfactorily provided under this Contract and after the later of the following two events: (i) the date of acceptance of Goods; or (ii) receipt of an undisputed invoice.

Pursuant to Civil Code Section 1671 and Cal. U. Com. Code Section 2718, subd. (a), because it would be impracticable or extremely difficult to fix the actual value of damages to Buyer if Seller failed to timely deliver the Goods within the Contract Time, it has been agreed upon by the Parties that Seller shall pay Buyer liquidated damages of _____ Dollars (\$_____.) per day as liquidated damages for each and every day's delay beyond the time herein prescribed for Delivery under the Contract Time, which represents the result of a reasonable endeavor by the Parties to estimate a fair average compensation for any loss that may be sustained by Buyer if it is deprived of the beneficial use and enjoyment of the Goods to further its educational and governmental mission, and, as such, this amount is not intended to be a penalty in any manner whatsoever.

4. **Entire Contract.** This Contract including the Terms and Conditions attached hereto set forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral,

between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

5. **Notices and Communications.** Notices and communications between the Parties may be sent to the following addresses:

Buyer:	Seller:
Alejandro Flores	_____
Asst. Superintendent, Admin. Svcs.	_____
Rowland Unified School District	_____, _____
1830 S. Nogales Street	ATTN: _____
Rowland Heights, CA 91748	E-mail _____
E-mail: aflores@rowlandschools.org	Telephone: _____
Tel. 626-854-8309	

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

6. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

<u> X </u> Exhibit "G" - Purchase Order	<u> X </u> Exhibit "H" - Terms and Conditions to Contract
--	--

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

Dated: _____, 20__	Dated: _____, 20__
Rowland Unified School District	_____ [Seller]
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Information regarding Seller:

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

EXHIBIT “E”

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Internal Connections Acquisition - Category II E-RATE FUNDING YR 2022

RFP # 2021/22: (R5)

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal 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 after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the 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: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://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 must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC’s Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC’s Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

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

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year.

Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

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

- *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:

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

Category 2

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

- *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).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI).

The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this 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.

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

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

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

EXHIBIT “F”

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

PRODUCT DESCRIPTION

EXHIBIT "G"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

RUSD – PURCHASE ORDER

EXHIBIT "H"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

Terms and Conditions to Purchase Order / Agreement for Sale of Equipment, Materials, or Supplies

1. **Parties.** Vendor also known as "Seller" and **Rowland Unified School District** also known as "Buyer" or "District".
2. **Freight Terms.**
All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials to be removed from the site by the Seller or his agents.
3. **Shipments.**
All line items shall be delivered to the District's warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received at the District's warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
4. **Marking of Packages.**
Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.
5. **Inspection, Acceptance, and Rejection.**
 - a. Seller and its subcontractors will provide and maintain a quality assurance system acceptable to the Buyer covering the Goods and will tender to the Buyer only those Goods that have been inspected and found to conform to this Contract's requirements. Seller will keep records evidencing inspections and their result, and will make these records available to the Buyer during Contract performance and for three years after final payment. Seller shall permit the Buyer to review procedures, practices, processes and related documents to determine the acceptability of Seller's quality assurance system or other business practices related to performance of the Contract.
 - b. All Goods may be subject to inspection and test by the Buyer or its authorized representatives.
 - c. Seller and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the Buyer. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d. All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the Buyer at destination, notwithstanding any payment or inspection at source.
 - e. Buyer shall give written notice of rejection of equipment, materials, or supplies delivered or services performed hereunder within a reasonable time after receipt of such equipment, materials, or supplies. Such notice of rejection will state the respects in which the equipment, materials, or supplies do not substantially conform to the specifications of the Goods. If the Buyer does not provide such notice of rejection within thirty (30) days of delivery, such equipment, materials, or supplies will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the Buyer might have at law or by express reservation in this Contract with respect to any nonconformity.
6. **Warranties.**
 - a. **Warranty of Supplies of a Noncomplex Nature** (Note-Intended to Implement terms substantially similar to 48 C.F.R. section 52.246-17 [UPDATED JUNE 2003])
 - i. Definitions. As used in this section entitled *Warranty of Supplies of a Noncomplex Nature* of the Article entitled *Warranties*
 - (1) Acceptance means the act of an authorized representative of the Buyer by which the Buyer assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
 - (2) Supplies means the end items furnished by the Seller and related services required under this contract. The word does not include "data."
 - ii. Seller's obligations.
 - (1) Notwithstanding inspection and acceptance by the Buyer of supplies furnished under this contract, or any condition of

this contract concerning the conclusiveness thereof, the Seller warrants that for five (5) years after delivery ("Warranty Period")

- a. All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
- b. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Seller. However, the Seller's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Seller's plant, and return.
- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to the Warranty Period and shall run from the date of delivery of the corrected or replaced supplies.

iii. Remedies available to the Buyer.

- (1) Buyer shall give written notice to the Seller of any breach of warranty within 45 days after discovery of the defect.
- (2) Within a reasonable time after the notice, the Buyer may either—
- (3) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this Contract; or
- (4) Retain such supplies and reduce the Contract Price by an amount equitable under the circumstances.
- (5) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.
 - a. The Buyer may, for sampling purposes, group any supplies delivered under this contract;
 - b. Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
 - c. May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - d. Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (6) Within a reasonable time after notice of any breach of the warranties specified above, the Buyer may exercise one or more of the following options:
 - a. Require an equitable adjustment in the Contract Price for any group of supplies.
 - b. Screen the supplies grouped for warranty action under this clause at the Seller's expense and return all nonconforming supplies to the Seller for correction or replacement.
 - c. Require the Seller to screen the supplies at locations designated by the Buyer within the jurisdictional boundaries of the District and to correct or replace all nonconforming supplies.
 - d. Return the supplies grouped for warranty action under this clause to the Seller (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (7) The Buyer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Seller the cost occasioned to the Buyer thereby if the Seller:
 - a. Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
 - b. Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure.
- (8) Instead of correction or replacement by the Buyer, the Buyer may require an equitable adjustment of the Contract Price. In addition, if the Seller fails to furnish timely disposition instructions, the Buyer may dispose of the nonconforming supplies for the Seller's account in a reasonable manner. The Buyer is entitled to reimbursement from the Seller, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
- (9) The rights and remedies of the Buyer provided in this section entitled Warranties are in addition to and do not limit any rights afforded to the Buyer by any other clause of this Contract.

- b. Supplement to Section Entitled Warranty of Supplies of a Noncomplex Nature (Note-Intended to Implement terms substantially similar to California Multiple Award Schedules (CMAS) General Terms and Conditions for Non-Information Technology Services section entitled CMAS-WARRANTY)

- i. Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

- (1) Seller warrants goods furnished hereunder will conform to the requirements of this Contract.
- (2) All warranties, including special warranties specified elsewhere herein, shall inure to the Buyer, its successors, assigns, customer agencies and users of the goods.

7. **Disputes.**

- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Seller shall submit to the District's Superintendent or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the District, on its own initiative, has already rendered such a final decision. Seller's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Seller shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Seller believes the District is liable.
- b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Seller agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the District's instructions. Seller's failure to diligently proceed in accordance with the District's instructions shall be considered a material breach of this Contract.
- c. Any final decision of the District shall be expressly identified as such, shall be in writing, and shall be signed by the District Superintendent or designee. If the District fails to render a final decision within 90 days after receipt of Seller's demand, it shall be deemed a final decision adverse to Seller's contentions. The District's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

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

9. **Assignment of Contract.** Seller shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the Buyer.

10. **Time is of the Essence.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

11. **Delivery and Installation Charges**

- a. Seller is cautioned to bid on the full and complete cost of each item.
- b. Seller must establish a dedicated project manager to coordinate all aspects of this delivery.
- c. Seller must coordinate all deliveries with freight carriers, expedite factory ship dates and verify project status with customer two weeks prior to shipment. The District is not responsible to monitor freight deliveries.
- d. Seller must provide follow-up reports, on a bi-weekly basis, regarding damage replacements, returns, credits and freight claims. Seller is responsible for all freight claim issues. The District is not responsible for any additional charges due to freight damage replacements.

12. **Force Majeure Clause.** Seller shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the Buyer, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Seller.

13. **Indemnification / Hold-Harmless.** To the furthest extent permitted by California law, Seller shall defend, indemnify, and hold harmless the Buyer, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The Buyer shall have the right to accept or reject any legal representation that Seller proposes to defend the Buyer.

14. **Permits and Licenses.** Seller and all of its employees, agents, and subcontractors shall secure and maintain in force, at Seller's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Contract herein listed.

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

16. **Anti-Discrimination Policy.** It is the policy of the Buyer that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Seller agrees to require like compliance by all its subcontractor(s).
17. **Compliance with Laws.** Seller shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Contract as indicated or specified. If Seller observes that any of the work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Seller shall notify the Buyer, in writing, and, at the sole option of the Buyer, any necessary changes to the scope of the Contract shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Seller's receipt of a written termination notice from the Buyer. If Seller performs any work of the Contract that is in violation of any laws, ordinances, rules or regulations, without first notifying the Buyer of the violation, Seller shall bear all costs arising therefrom.
18. **Anti-Trust Claim.** Seller and its subcontractor(s) agree to assign to the Buyer all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Buyer tenders final payment to the Seller, without further acknowledgment by the Parties.
19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the Buyer's administration office is located.
20. **Provisions Required by Law to be Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
21. **Binding Contract.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
22. **Buyer Non-Waiver.** Buyer's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
23. **Invalid Term.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

EXHIBIT "I"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

**NON-COLLUSION DECLARATION
PUBLIC CONTRACT CODE § 7106**

TO BE EXECUTED BY VENDOR/PROPOSER

State of California)
County of _____) ss.

I, _____, in my position as _____
of _____, the party making the foregoing bid/proposal, declare that the
bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the
bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham
bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or
anyone else to put in a sham bid/proposal, 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/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit or cost element
of the bid price, or of that of any other bidder/proposer, 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/proposal are true; and, further, that the bidder/proposer has not, directly or indirectly, submitted his or her
bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto,
or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid/proposal
depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

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

Executed this ____ day of _____, 2022, at _____, California.
(City)

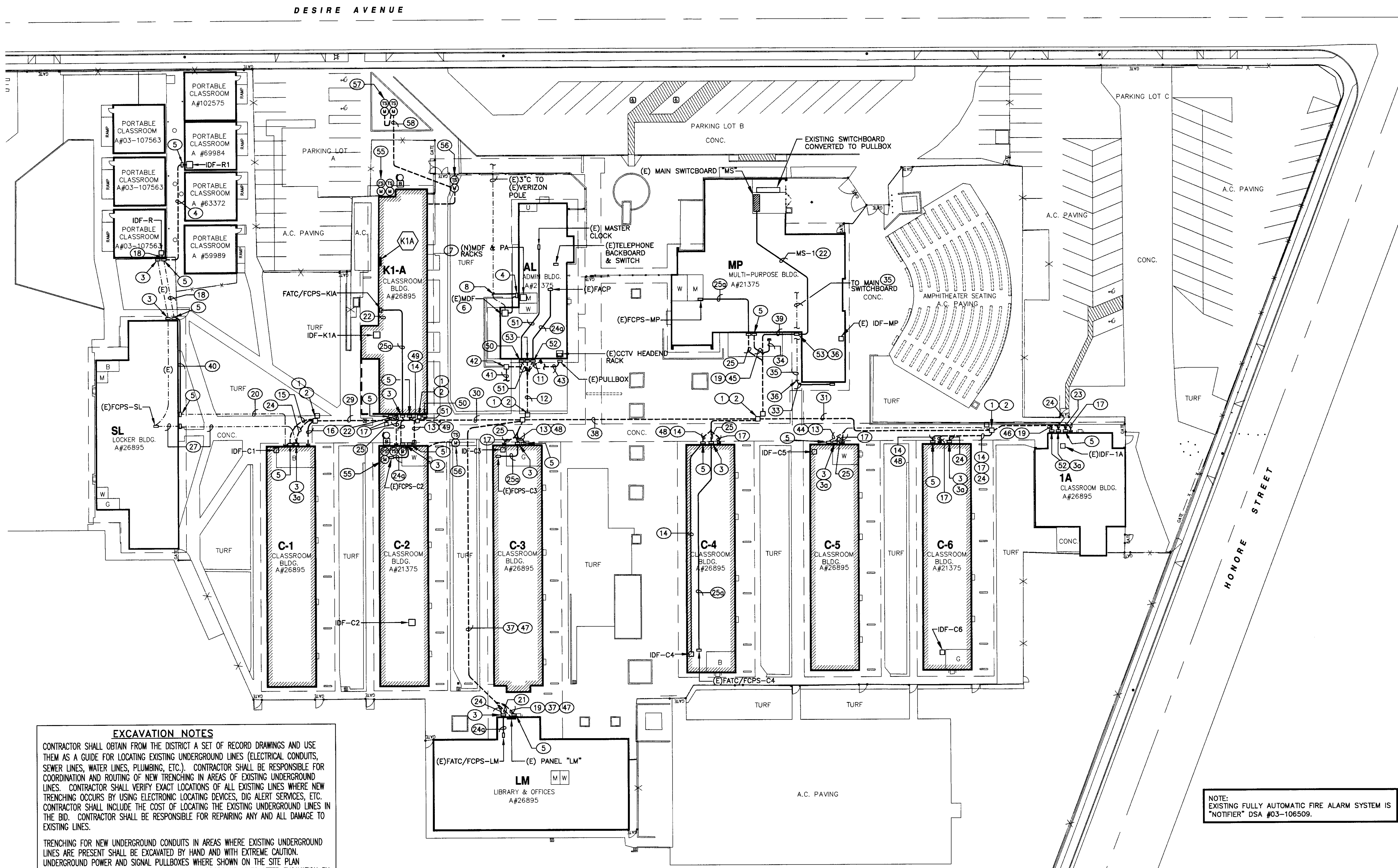
(Signature of Bidder/Person Submitting Proposal)

EXHIBIT "J"

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

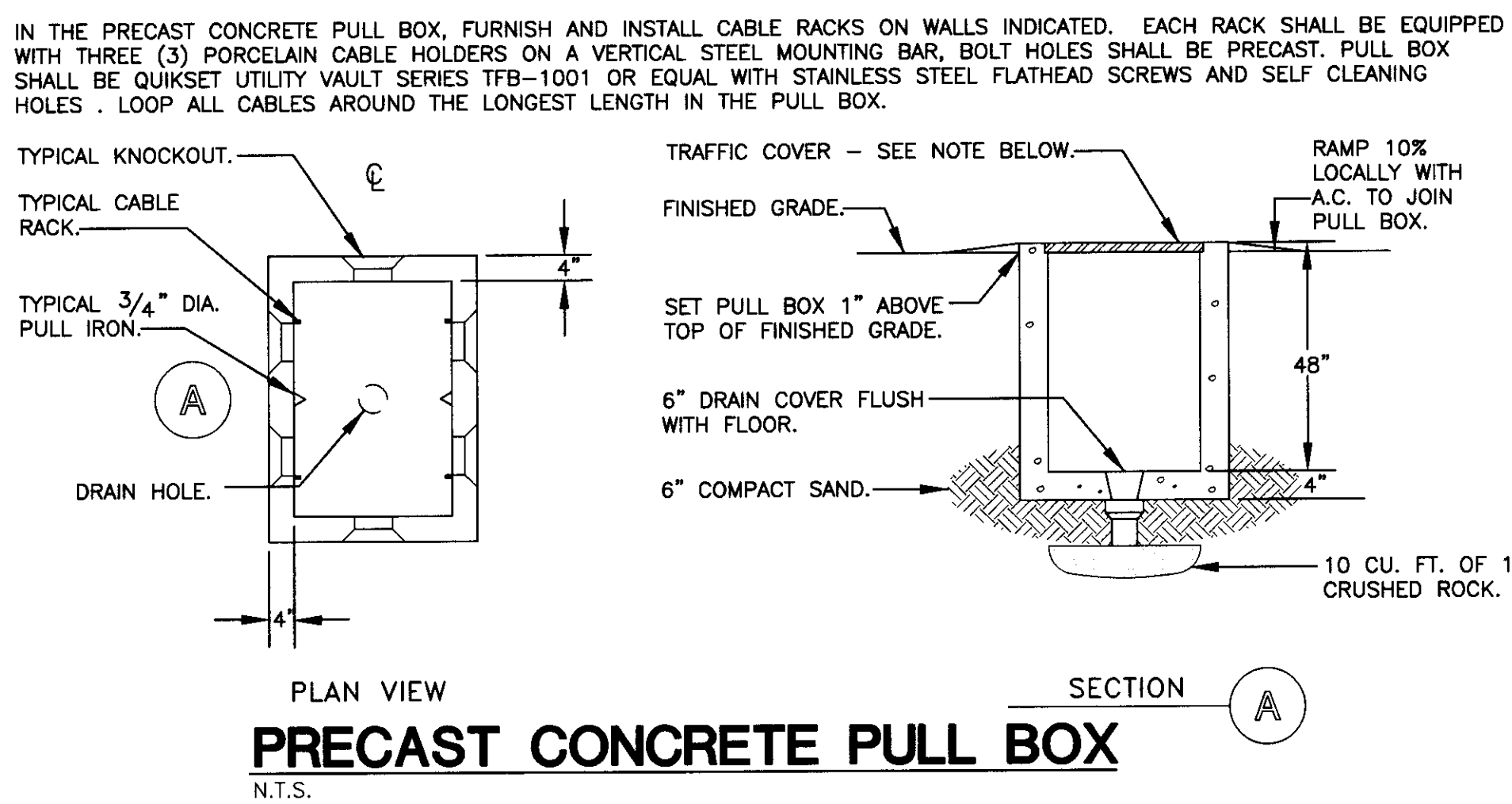
SITE ELECTRICAL\DATA PATHWAY PLANS



EXCAVATION NOTES

CONTRACTOR SHALL OBTAIN FROM THE DISTRICT A SET OF RECORD DRAWINGS AND USE THEM AS A GUIDE FOR LOCATING EXISTING UNDERGROUND LINES (ELECTRICAL CONDUITS, SEWER LINES, WATER LINES, PLUMBING, ETC.). CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND ROUTING OF NEW TRENCHING IN AREAS OF EXISTING UNDERGROUND LINES. CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL EXISTING LINES WHERE NEW TRENCHING OCCURS BY USING ELECTRONIC LOCATING DEVICES, DIG ALERT SERVICES, ETC. CONTRACTOR SHALL INCLUDE THE COST OF LOCATING THE EXISTING UNDERGROUND LINES IN THE BID. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO EXISTING LINES.

TRENCHING FOR NEW UNDERGROUND CONDUITS IN AREAS WHERE EXISTING UNDERGROUND LINES ARE PRESENT SHALL BE EXCAVATED BY HAND AND WITH EXTREME CAUTION. UNDERGROUND POWER AND SIGNAL PULLBOXES WHERE SHOWN ON THE SITE PLAN DETERMINED TO BE IN CONFLICT WITH EXISTING UNDERGROUND LINES AFTER EXCAVATION BY HAND SHALL BE RELOCATED TO A POSITION AS CLOSE AS POSSIBLE TO THE LOCATION SHOWN ON THE DRAWINGS.

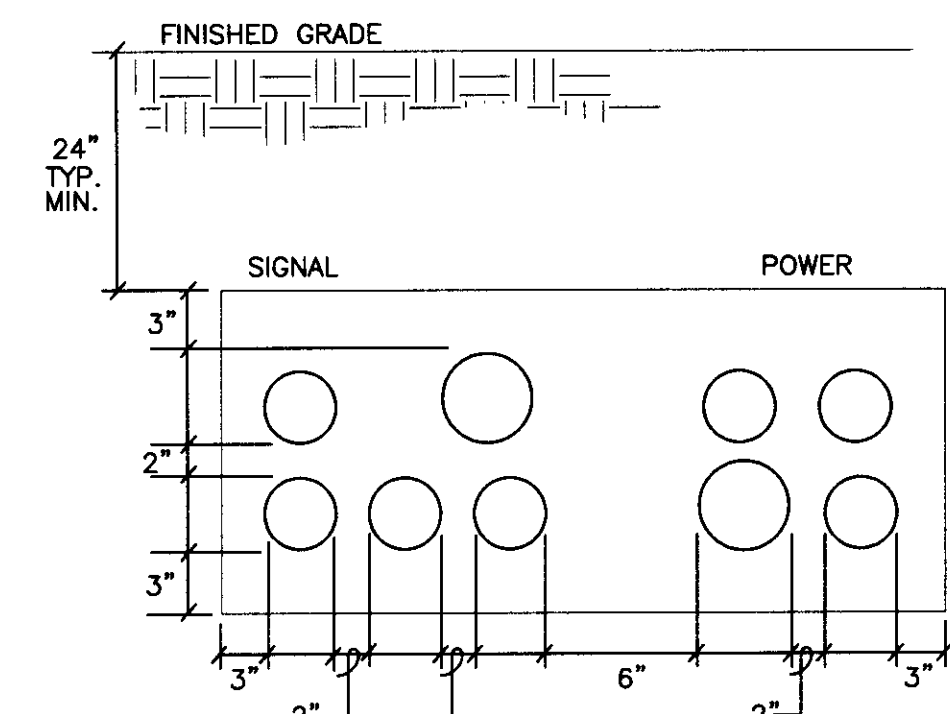


TRAFFIC PLATE NOTE

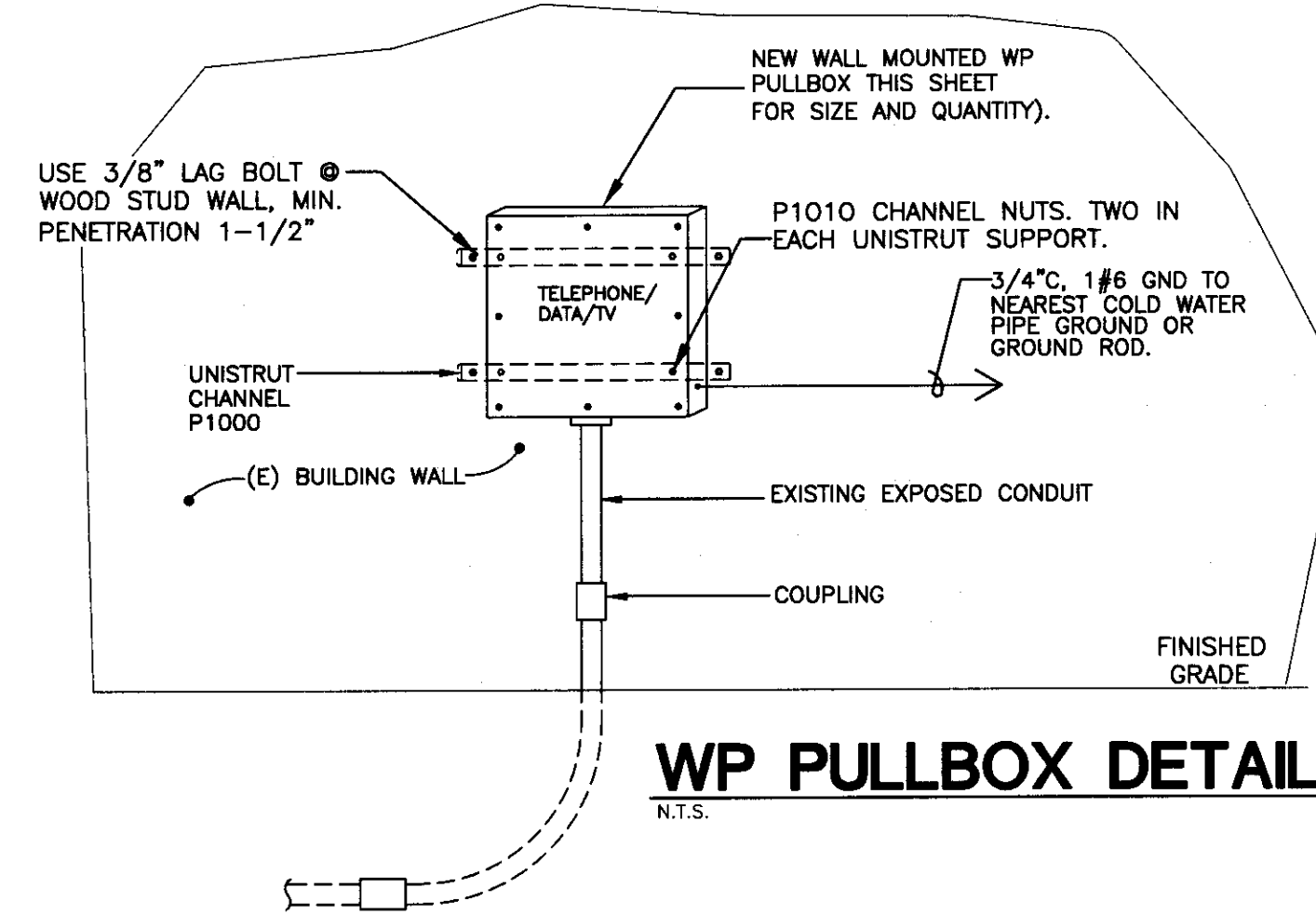
TOP OF STEEL PLATE SHALL HAVE A MINIMUM COEFFICIENT OF STATIC FRICTION OF 0.5 FOR EITHER WET OR DRY CONDITIONS. WHEN TESTED FOR ANT SHOE SOLE MATERIAL. TESTING AND CERTIFICATION OF THE FRICTION FACTOR SHALL BE CONDUCTED BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER UNDER THE DIRECTION OF A REGISTERED CIVIL OR QUALITY ENGINEER. TESTING SHALL CONFORM TO ASTM D-2407 OR F-498 OR F-609 OR OTHER PROCEDURE APPROVED BY THE ENGINEER.

A STEEL PLATE CALLED "ALGRIP" AND MANUFACTURED BY SAFE-WALK, INC., HAS BEEN DETERMINED TO SATISFY THE REQUIREMENTS OF SDG-1182. THEIR LOCAL DISTRIBUTOR IS GRATING PACIFIC, INC. LOCATED AT 4839 PATATA ST., CUDAHY, CALIF. 90201. TELEPHONE (213) 771-4314. ATTENTION: MR. JEFF ROBERTSON. IN USING THIS PRODUCT THE NOTES SHALL SPECIFY THAT THE STEEL SHALL BE GALVANIZED PER SECTION 210-3 OF THE STANDARD SPECIFICATIONS.

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



NOTE: DETAILS SHOWS TYPICAL CONDUIT SPACING AND DEPTH ONLY. REFER TO DRAWINGS FOR EXACT QUANTITY AND SIZES OF CONDUITS. IN PAVED AREAS, BACKFILL WITH SLURRY.



- KEYED NOTES**
- 4"x4"x4" CONCRETE UNDERGROUND PULLBOX FOR POWER.
 - 2-1/2"x4"x4" CONCRETE UNDERGROUND PULLBOX FOR SIGNAL (FIRE ALARM, TELEPHONE, TV, DATA).
 - (E) HIGH WALL-MOUNTED FIRE ALARM PULLBOX.
 - EXTEND (N) FIRE ALARM WIRES TO (E) DETECTOR AND/OR (E) HORN/STROBE USING (E) CONDUITS.
 - 2"C, (1) DFO (DATA); 1"C, (1) RG11 (TV); 1"C, (4) AW + (2) BW (PA).
 - 18"x18"x6" WEATHERPROOF PULLBOX, HIGH-WALL MOUNTED.
 - DEMOLISH (E) MDF RACK, VERIZON INTERNET RACK & TV HEADEND RACK. COORDINATE WITH DISTRICT AND RELOCATE (E) HEADEND EQUIPMENT, MODULES AND SWITCHES TO (N) RACKS LOCATION.
 - (N) MDF RACK W/DATA EQUIPMENT AND VERIZON INTERNET SWITCH; PA RACK WITH PA AND TV HEADEND EQUIPMENT.
 - INTERCEPT (E) CONDUIT AND CABLE AND TERMINATE TO NEW MDF RACK.
 - 3"C, (4) T25 (TELEPHONE).
 - 24"x24"x6" DP SIGNAL PULLBOX, MOUNT HIGH ON WALL.
 - (2) 3"C.O. (SPARE SIGNAL), STUB-UP 1' A.F.F. NEAR BUILDING WALL.
 - 2"C, (1) FW & 4#12 (FIRE ALARM); 3"C, (4) T25 (TELEPHONE); 3"C, (14) AW + (9) BW (PA); 1"C, 2#12 (CLASS CHANGE); 3"C, (11) DFO (DATA); 3"C, (1) RG11 (TV); (2) 3"C.O. (SPARE SIGNAL); (1) 3"C.O. (SPARE POWER); 2"C, (3) FW + 4#12 (FIRE ALARM).
 - 2"C, (1) DFO (DATA); 2"C, (2) T25 (TELEPHONE); 1"C, (1) RG11 (TV).
 - 2"C, (1) DFO (DATA); 2"C, (1) T25 (TELEPHONE); 1"C, (1) RG11 (TV).
 - 3"C, (3) DFO (DATA); 2"C, (1) T25 (TELEPHONE); 1"C, (2) RG11 (TV).
 - (2) 2"C.O. (SPARE POWER); (1) 3"C.O. (SPARE SIGNAL) STUB-UP 1' A.F.F. NEAR BUILDING WALL.
 - (1) 2"C.O. (SPARE POWER); (1) 3"C.O. (SPARE SIGNAL) STUB-UP 1' A.F.F. NEAR BUILDING WALL.
 - (E) 2"C, (2) DFO (DATA) & (1) RG11 (TV).
 - 2"C, (1) DFO (DATA) & (1) RG11 (TV). (E) 4"C, (7) AW + (3) BW (PA). EXTEND (E) CONDUIT STUB-UPS TO PULLBOXES.
 - (E) 2"C, (2) DFO (DATA) & (1) RG11 (TV); (E) 4"C.O. (17) AW + (7) BW; (E) 2"C.O. (SPARE POWER). EXTEND (E) SIGNAL CONDUIT STUB-UPS TO SIGNAL PULLBOX.
 - (2) SETS 3"C, 4#350MCM & 1#2 GND EA. (BUILDING LM DISTRIBUTION PANEL "LM" FEEDER).
 - 3"C, 4#400MCM & 1#4 GND (MS-1, BUILDING KIA PANEL "KIA" FEEDER).
 - (2) SETS 3"C, 4#250MCM & 1#2 GND (BUILDING 1A DISTRIBUTION PANEL "IDA" FEEDER).
 - 2"C, (1) FW & 4#12 (FIRE ALARM).
 - 1"C, (1) FW & 4#12 (FIRE ALARM).
 - 2"C, (2) FW & 8#12 (FIRE ALARM).
 - 1-1/4"C, (2) FW & 8#12 (FIRE ALARM).
 - (E) C, (N) (2) FW & 8#12 (FIRE ALARM).
 - (E) 2"C, (N) (1) FW & 4#12 (FIRE ALARM). EXTEND (E) CONDUIT STUB-UP TO PULLBOX.
 - NOT USED.
 - 3"C, (3) DFO (DATA); 2"C, (1) T25 (TELEPHONE); 2"C, (2) RG11 (TV); 2"C, (1) FW & 4#12 (FIRE ALARM); (2) 3"C.O. (SPARE SIGNAL); (2) 2"C.O. (SPARE POWER).
 - 3"C, 4#400MCM & 1#4 GND (BUILDING KIA PANEL "KIA" FEEDER); 3"C, (3) DFO (DATA); 2"C, (2) T25 (TELEPHONE); 2"C, (4) RG11 (TV); 2"C, (10) AW + (6) BW (PA); 1"C, 2#12 (CLASS CHANGE); 2"C, (1) FW & 4#12 (FIRE ALARM); (2) 3"C.O. (SPARE SIGNAL); (2) 2"C.O. (SPARE POWER).
 - (2) SETS 3"C, 4#250MCM & 1#2 GND (BUILDING LM DISTRIBUTION PANEL "LM" FEEDER); 3"C, 4#400MCM & 1#4 GND (BUILDING KIA PANEL "KIA" FEEDER); 1"C, (4) AW + (3) BW (PA); 2"C, (4) DFO (DATA); 2"C, (2) T25 (TELEPHONE); 2"C, (4) RG11 (TV); 2"C, (2) FW & 8#12 (FIRE ALARM); (2) 3"C.O. (SPARE SIGNAL); (2) 2"C.O. (SPARE POWER).
 - NOT USED.
 - (2) SETS 2-1/2"C, 4#350 MCM & 1#2 GND (BUILDING LM DIST. PANEL "LM" FEEDER); (2) SETS 2-1/2"C, 4#350 MCM & 1#2 GND (BUILDING 1A DIST. PANEL "IDA" FEEDER).
 - (E) 2"C.O. (SPARE POWER); (1) 3"C.O. (SPARE SIGNAL), STUB-UP 1' A.F.F. NEAR BUILDING WALL.
 - (E) (4) SETS 3"C, (N) 4#250 MCM & 1#2 GND EA (MS-19 & MS-20).
 - INTERCEPT (E) 4-1/2" WITH PULLBOX
 - (2) SETS 3"C, 4#250MCM & 1#2 GND EA. (BUILDING LM DISTRIBUTION PANEL "LM" FEEDER); 2"C, (1) DFO (DATA) & (1) RG11 (TV); 2"C, (1) FW & 4#12 (FIRE ALARM).
 - (2) SETS 3"C, 4#250 MCM & 1#2 GND EA. (DIST. PANEL "LM" FEEDER); 3"C, 4#400MCM & 1#4 GND (BUILDING KIA PANEL "KIA" FEEDER); 3"C, (5) DFO (DATA); 3"C, (1) T25 (TELEPHONE); 2"C, (5) RG11 (TV); 2"C, (2) FW & 8#12 (FIRE ALARM); (2) 3"C.O. (SPARE SIGNAL); (2) 2"C.O. (SPARE POWER).
 - 3"C, 4#400MCM & 1#4 GND (BUILDING KIA PANEL "KIA" FEEDER); (2) SETS 2-1/2"C, 4#350 MCM & 1#2 GND EA. (BUILDING LM DIST. PANEL "LM" FEEDER); (2) SETS 2-1/2"C, 4#350 MCM & 1#2 GND EA. (BUILDING 1A DIST. PANEL "IDA" FEEDER).
 - 2"C, (2) DFO (DATA); (1) RG11 (TV); 1"C, (7) AW + (3) BW (PA).
 - (E) CCTV WIRES TO REMAIN. PULL BACK AND COIL IN NEAREST (E) PULLBOX. REINSTALL IN NEW UNDERGROUND CONDUIT AND RE-TERMINATE (E) CCTV RACK. TEST CCTV SYSTEM AFTER RECONNECTION.
 - INTERCEPT (E) CCTV CONDUIT WITH 2"x3"x4" CONCRETE UNDERGROUND PULLBOX.
 - 2"C, (E) CCTV WIRES.
 - 2"C, (22) AW + (10) BW (PA).
 - 2"C, (12) AW + (3) BW (PA).
 - 1"C, (2) AW + (1) BW (PA).
 - 2-1/2"C, (15) AW + (4) BW (PA).
 - 2"C, (4) AW + (3) BW (PA).
 - 2"C, (5) AW + (3) BW (PA).
 - 8"x8"x6" DP WP PULLBOX, MOUNT HIGH ON WALL.
 - 1"C, 2#12 (CLASS CHANGE).
 - 12"x12"x6" DP FIRE ALARM WP PULLBOX, MOUNT HIGH ON WALL.
 - 24"x24"x6" DP WP PULLBOX, MOUNT HIGH ON WALL.
 - NOT USED.
 - (1) TAMPER SWITCHES, (1) FLOW SWITCH & (2) MONITOR MODULES FOR RISER.
 - TAMPER SWITCH & MONITOR MODULE FOR PV.
 - (2) TAMPER SWITCHES AND (2) MONITOR MODULES IN WP JB FOR BACKFLOW ASSY.
 - 1"C, (2) FW.

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

D.S.A. STAMP
DSA FILE NO. 18-92
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 03-112356
AC. JLS FC SS
DATE MAY 06 2010

PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
1028 Victory Boulevard, Suite 201
North Hollywood, Ca 91606-3720
(323) 877-5304 (818) 763-9189
FAX (818) 763-9180 YB-071

HENRY W. WOOL
REGISTERED ARCHITECT
No. 21298
Exp. 12/31/2011
STATE OF CALIFORNIA

Henry Wool Architects, Inc.

1210 Brea Canyon Rd.
Diamond Bar, CA 91789-3909
PH: (909) 584-8193
FAX: (909) 584-8726

Project Title
ALVARADO I.S. PARTIAL MODERNIZATION

for
ROWLAND UNIFIED SCHOOL DISTRICT

Project Address:
1901 S. DESIRE AVENUE
ROWLAND HEIGHTS, CA 91748

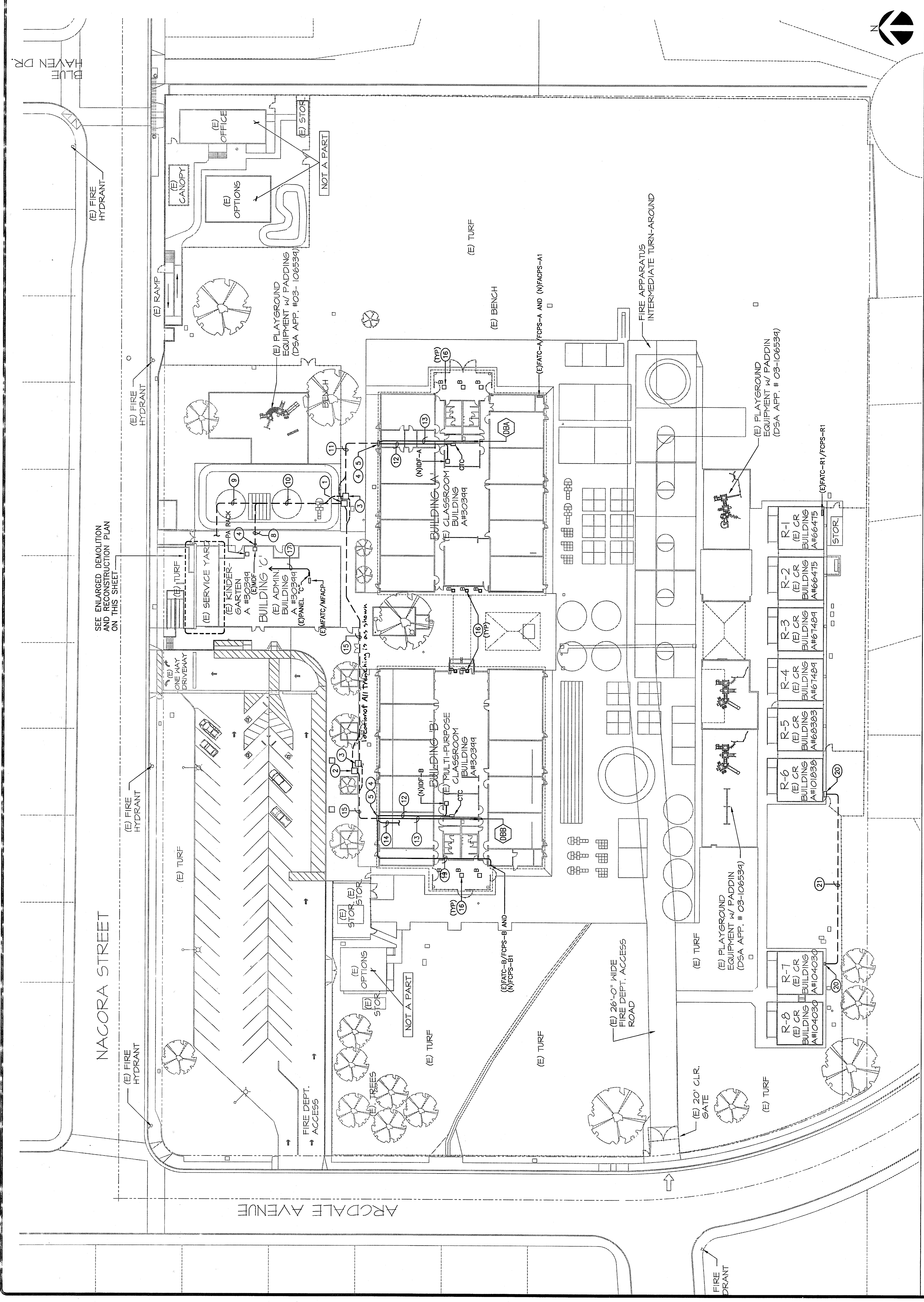
Project No.
108RS13

Sheet Title
ELECTRICAL SITE PLAN

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

E-2.0

Sheet No. of



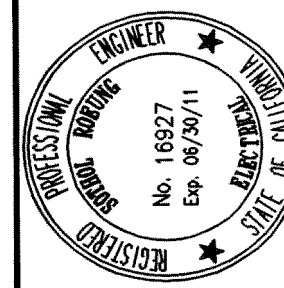
KEY NOTES

- 1. 4"x4"x4" UNDERGROUND CONCRETE POWER PULLBOX.
- 2. 2'-1/2"x4"x4" UNDERGROUND CONCRETE POWER PULLBOX.
- 3. 2'-1/2"x4"x4" UNDERGROUND CONCRETE SIGNAL PULLBOX.
- 4. 2'-2"x2'-8"x0" WP PULLBOX (DATA/SIGNAL/CCV/FIRE ALARM) WITH BARRIER FOR FIRE ALARM.
- 5. 2'-4"x2'-8"x0" WP PULLBOX (POWER).
- 6. 2'-4"x2'-8"x0" WP PULLBOX.
- 7. EXTEND CONCRETE PAD TO FIT NEW MAIN SWITCHBOARD "MS". REFER TO DETAIL 3/E1.3.
- 8. 3" C. (2)DFG(DATA); 2" C. (6)CC(CCTV); 2" C. (1)FW + 4#12(FIRE ALARM); (2)1" C. (1)C (CLOCK); 3" C. (SPARE SIGNAL) STUB-UP NEAR BUILDING WALL.
- 9. (2)3" C. 3#500MM C & 1#25 (DISTRIBUTION PANELS DBA & DBB FEEDERS) Added 3" spare.
- 10. (2)3" C. 3#500MM C & 1#25 (DISTRIBUTION PANELS DBA & DBB FEEDERS) Added 3" spare.
- 11. (2)3" C. (DATA); 2" C. (6)CC(CCTV); 2" C. (1)FW + 4#12(FIRE ALARM); 1" C. (1)C (CLOCK); (2)3" C. (SPARE SIGNAL).
- 12. 3" C. 3#500MM C & 1#25 (DISTRIBUTION PANEL DBA FEEDERS); 2" C. (1)DFG (DATA); 1" C. (1)C (CLOCK); 2" C. (2)CC(CCTV); 3" C. (SPARE SIGNAL) STUB UP NEAR BUILDING WALL. Added 2" spare.
- 13. 2" C. (1)DFG(DATA); 1" C. (1)C (CLOCK).
- 14. 3" C. 3#500 MM C & 1#2 G.
- 15. (6)CC(CCTV). REFER TO E6.2 FOR CONTINUATION.
- 16. 3" C. 3#500 MM C & 1#25 (DISTRIBUTION PANEL DBB FEEDER); 2" C. (1)DFG (DATA); 2" C. (6)CC(CCTV); 2" C. (1)FW + 4#12 (FIRE ALARM); 1" C. 4#12 (CLOCK); 3" C. (SPARE SIGNAL). STUB-UP SPARE CONDUIT NEAR THE WALL.
- 17. REPLACE (E) CANOPY LIGHTING FIXTURES WITH TYPE B FIXTURES. RE-USE (E) WIRES. PATCH/REPAIR AND REPAINT AFFECTED CEILING.
- 18. TO NEW PANEL "C1" 2" C. 4#1/0 & 1#6 G. SEE ENLARGED RECONSTRUCTION PLAN.
- 19. WP DRY TYPE TRANSFORMER 45 KVA, 480V-120/208V, 3ø, 4W. FOR ANCHORAGE REFER TO DETAILS 10/E1.2 AND 1/E1.3.
- 20. 1" C. (1)FW + 4#12(FIRE ALARM).
- 21. (2)12"x12"x8" WP PULLBOX.
- 22. 2" C. (2)AW & (1)BW (PA). 1" C. (1)C (CLOCK).

EXCAVATION NOTES

CONTRACTOR SHALL OBTAIN FROM THE DISTRICT A SET OF RECORD DRAWINGS AND USE THEM AS A GUIDE FOR LOCATING EXISTING UNDERGROUND LINES (ELECTRICAL CONDUITS, SEWER LINES, WATER LINES, PLUMBING, ETC.). CONTRACTOR SHALL BE RESPONSIBLE FOR CORRELATION AND ROUTING OF NEW TRENCHING IN AREAS OF EXISTING UNDERGROUND UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING LINES WHERE NEW TRENCHING IS REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING LINES WHERE NEW TRENCHING IS REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING LINES WHERE NEW TRENCHING IS REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING LINES WHERE NEW TRENCHING IS REQUIRED.

- SHEET NOTES**
1. ALL (E) SITE CONDUITS, PULLBOXES AND WIRES NOT SHOWN ON THIS DRAWING SHALL REMAIN U.O.N.
 2. 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DC ENGINEERING, INC.
800 West Broadway, Suite 250
Gardena, CA 91204
(310) 765-9720

RECEIVED BY ARCHITECT
DATE: 03/11/2013
PROJECT: 103112-010
SHEET: 103112-010
DATE: 03/11/2013

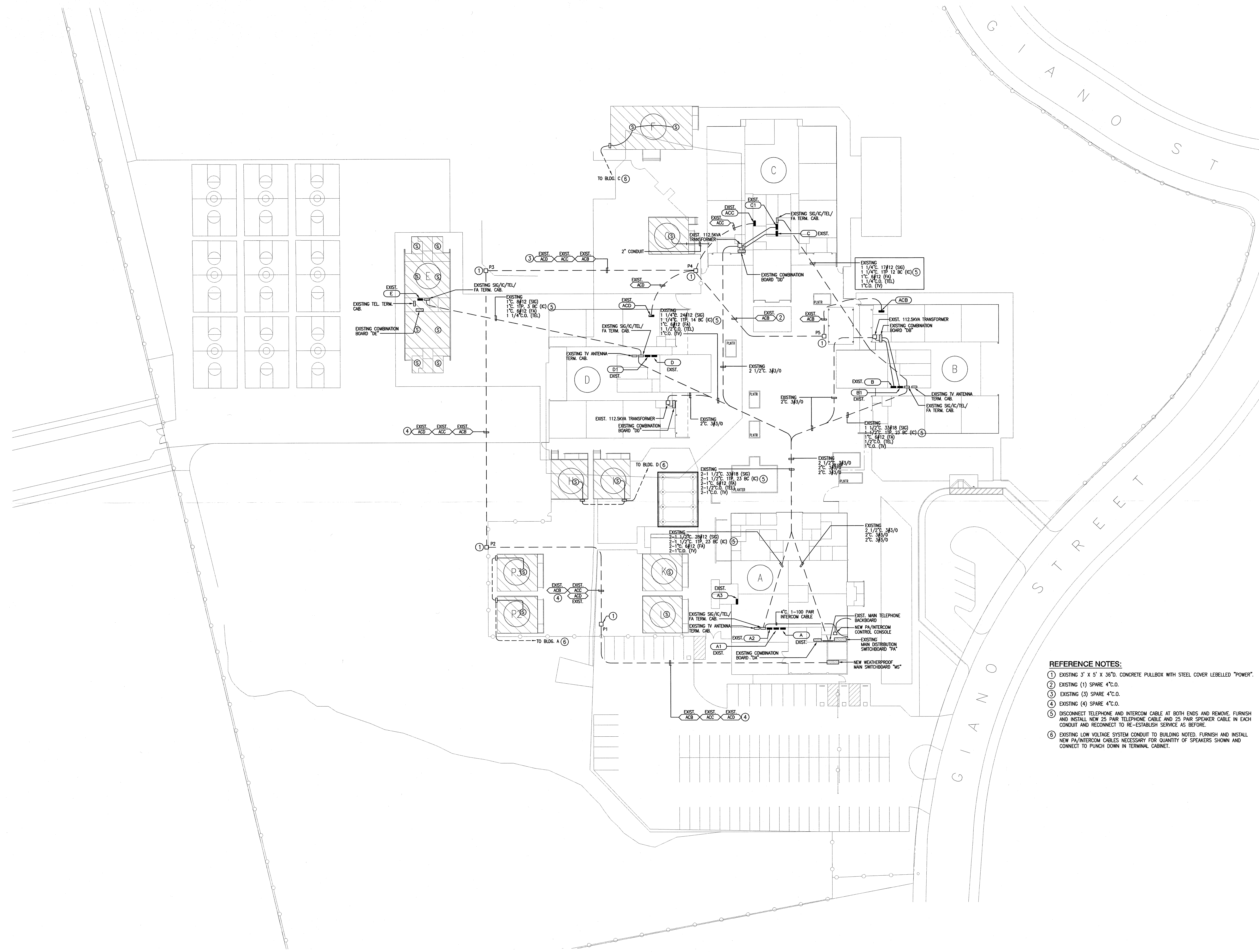
ISSUE FOR

DC ARCHITECTS
520 N. MOUNTAIN AVENUE
UPLAND, CA 91786
(909) 885-6838 OFFICE
(909) 885-6834 FAX

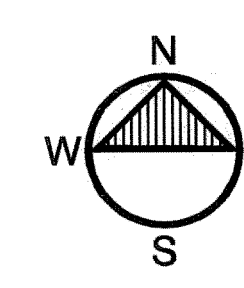
**GIANO INTERMEDIATE SCHOOL
PARTIAL MODERNIZATION**
ROWLAND UNIFIED SCHOOL DISTRICT

**SITE POWER & SIGNAL/
COMMUNICATIONS PLAN**

JOB NUMBER: 2008-027
DRAWN BY: RD8-
DATE: E-1.1



- REFERENCE NOTES:**
- EXISTING 3' X 5' X 36" CONCRETE PULLBOX WITH STEEL COVER LABELLED "POWER".
 - EXISTING (1) SPARE 4" C.O.
 - EXISTING (3) SPARE 4" C.O.
 - EXISTING (4) SPARE 4" C.O.
 - DISCONNECT TELEPHONE AND INTERCOM CABLE AT BOTH ENDS AND REMOVE. FURNISH AND INSTALL NEW 25 PAIR TELEPHONE CABLE AND 25 PAIR SPEAKER CABLE IN EACH CONDUIT AND RECONNECT TO RE-ESTABLISH SERVICE AS BEFORE.
 - EXISTING LOW VOLTAGE SYSTEM CONDUIT TO BUILDING NOTED. FURNISH AND INSTALL NEW PA/INTERCOM CABLES NECESSARY FOR QUANTITY OF SPEAKERS SHOWN AND CONNECT TO PUNCH DOWN IN TERMINAL CABINET.



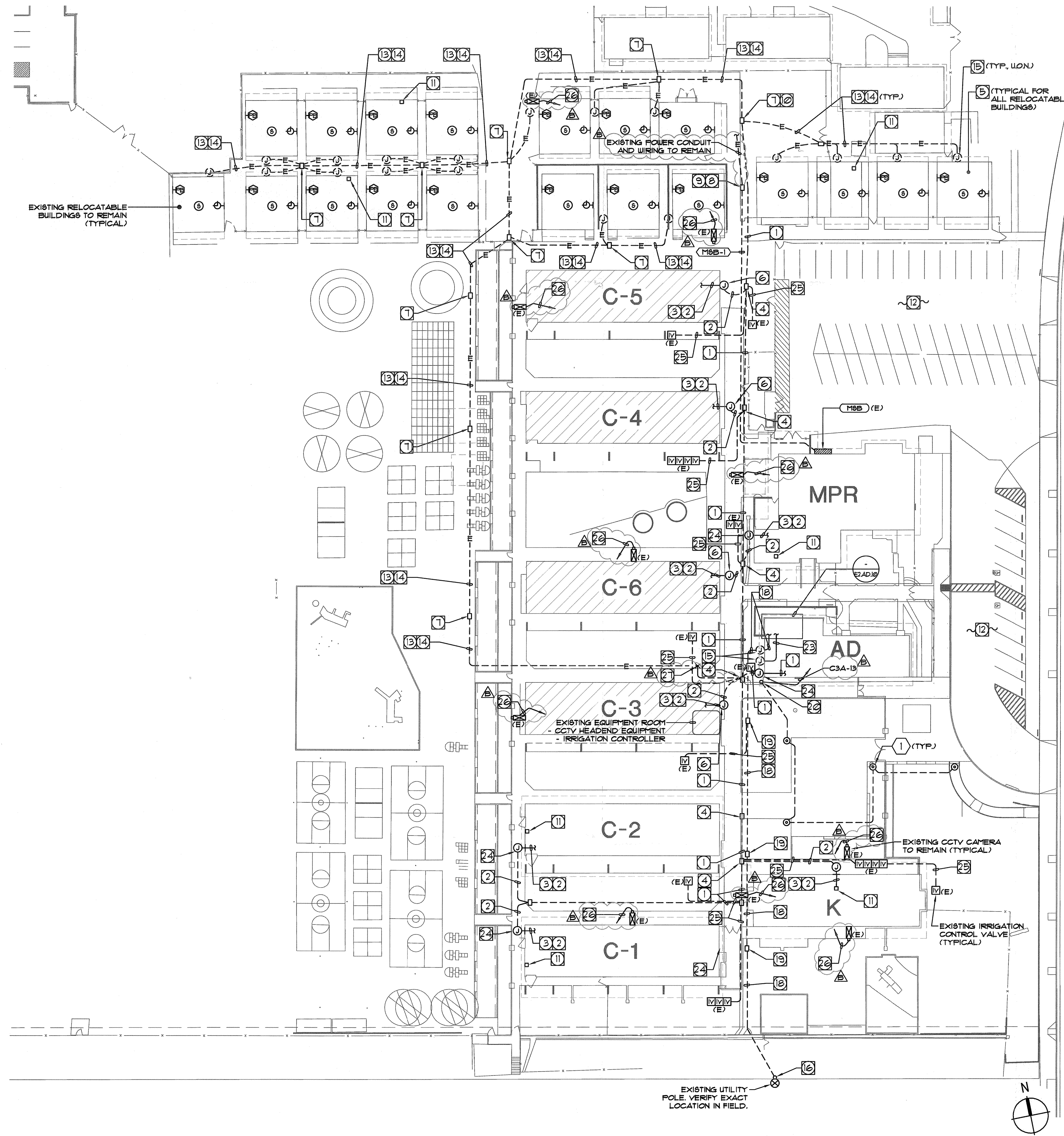
SITE POWER & SIGNAL/COMMUNICATIONS PLAN
SCALE: 1"=30'-0"

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

SCALE:
1" = 80' - 0"



ELECTRICAL SITE PLAN



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

SITE PLAN NOTES:

1. PROVIDE THE FOLLOWING SIGNAL SYSTEM CONDUITS WITH SPECIFIED SYSTEM CONDUCTORS:
4" C. DATA
4" C. INTERCOM
4" C. CABLE TELEVISION
4" C. PUBLIC ADDRESS
2" C. CLOCK
2" C. EMB
2" C. SECURITY
2" C. CCTV
1" C. IRRIGATION CONTROL
(2) 3" C. SPARE
2. PROVIDE THE FOLLOWING SIGNAL SYSTEM CONDUITS WITH SPECIFIED SYSTEM CONDUCTORS:
2" C. DATA
2" C. INTERCOM
2" C. CABLE TELEVISION
1" C. PUBLIC ADDRESS
1" C. CLOCK
1" C. EMB
1" C. SECURITY
1" C. CCTV
(2) 3" C. SPARE
3. ROUTE ALL CONDUITS TO BUILDINGS RESPECTIVE EXISTING IDF RACK/SIGNAL TERMINAL CABINETS. VERIFY EXACT LOCATION IN FIELD.
4. PROVIDE 3'x5'x4" CONCRETE PULLBOX WITH BOLT DOWN COVER ENGRAVED "SIGNAL".
5. PROVIDE SPEAKER, CLOCK, EMERGENCY PUSH BUTTON AND ALL ASSOCIATED CONDUIT, WIRING AND CONNECTIONS AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM. CABLING SHALL EXTEND FROM HEADEND EQUIPMENT LOCATED WITHIN THE ADMINISTRATION BUILDING. VERIFY EXACT LOCATION OF ALL EQUIPMENT WITH DISTRICT PRIOR TO ROUGH-IN.
6. PROVIDE (1) 36"x36"x8" WEATHERPROOF JUNCTION BOX FOR "SIGNAL". MOUNT ABOVE CEILING HEIGHT - REFER TO DETAIL "B", SHEET 80911.
1. EXISTING SIGNAL IN-GRADE PULLBOX TO REMAIN. VERIFY EXACT LOCATION IN FIELD.
2. EXISTING POWER IN-GRADE PULLBOX TO REMAIN. VERIFY EXACT LOCATION IN FIELD.
3. INTERCEPT (2) EXISTING 3" C. AND WIRING AT PULLBOX AND EXTEND AS INDICATED. VERIFY EXACT ROUTING IN FIELD.
4. INTERCEPT (2) 3" C. (2) 2" C. AND (1) 1" C. EXISTING SIGNAL CONDUITS AT PULLBOX AND EXTEND AS INDICATED. VERIFY EXACT ROUTING IN FIELD.
11. EXISTING IDF RACKS TO BE PROTECTED IN PLACE. MODIFY AS REQUIRED TO TERMINATE NEW FIBER OPTIC CABLING TO EXISTING IDF RACK. PROVIDE ADDITIONAL EQUIPMENT AS NEEDED FOR A COMPLETE AND OPERABLE SYSTEM.
12. EXISTING PARKING LOT LIGHTING TO REMAIN PROTECTED IN PLACE.
13. PROVIDE NEW FIRE ALARM, DATA, TELEPHONE, TELEVISION, CLOCK, PUBLIC ADDRESS, SECURITY AND CCTV SYSTEM CABLING IN EXISTING CONDUITS AS REQUIRED TO SERVE THE NEW AND EXISTING DEVICES.
14. WHERE NEW CABLING IS SPECIFIED IN EXISTING CONDUITS, CONTRACTOR SHALL REMOVE ENOUGH OF THE EXISTING CABLING AS REQUIRED TO PROVIDE NEW PLUS REPLACE EXISTING REMOVED.
15. EXISTING JUNCTION BOX TO REMAIN PROTECTED IN PLACE.
16. PROVIDE CONDUIT RISER ON POLE PER CABLE TELEVISION COMPANY REQUIREMENTS.
17. PROVIDE STREET CROSSING PER COUNTY AND CITY REQUIREMENTS.
18. PROVIDE TWO (2) 2" C. FOR CABLE TELEVISION COMPANY CONDUCTORS.
19. PROVIDE 2'x3'x3D CONCRETE PULLBOX PER UTILITY COMPANY REQUIREMENTS.
20. ROUTE CONDUIT FROM BELOW GRADE ON BUILDING EXTERIOR TO AN ELEVATION ABOVE CEILING. PROVIDE WEATHERPROOF 1.5" FITTING AND SEALED PENETRATION THROUGH BUILDING EXTERIOR AS REQUIRED TO PERFORM WORK INDICATED. PAINT TO MATCH SURROUNDING SURFACE.
21. NOT USED.
22. NOT USED.
23. PROVIDE THREE (3) 4" C. FOR ROUTING DATA, TELEPHONE AND TELEVISION SYSTEM CABLING, 2" C. FOR FIRE ALARM AND (2) 3" C. SPARES.
24. PROVIDE (1) 36"x36"x8" WEATHERPROOF JUNCTION BOX FOR "SIGNAL". MOUNT BELOW CEILING HEIGHT.
25. PROVIDE 1" C. WITH IRRIGATION CONTROL WIRING AS REQUIRED.
26. PROVIDE 1" C. WITH NEW CCTV SYSTEM RG-6 CABLING AND NEW CAT5 CABLING AND RECONNECT TO EXISTING TERMINAL CABINET AS REQUIRED.
27. INTERCEPT EXISTING (1) 3" AND (3) 2" CONDUIT AND WIRING ROUTING UP TO CANOPY AND EXTEND TO PULLBOX AS INDICATED.

SITE PLAN GENERAL NOTES:

1. CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID EXISTING DUCTS, PIPING OR CONDUITS, ETC., AND TO PREVENT HAZARDS TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES. WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE THE NECESSARY ELEMENTS FOR CONSTRUCTION SAFETY.
2. CALL UNDERGROUND SERVICE ALERT (USA) AT 1 (800) 422-4133 OR APPLICABLE STATE AND LOCAL DIG SAFE OR UNDERGROUND ALERT HOTLINES PRIOR TO CONSTRUCTION START.
3. MINIMUM CONDUIT SIZE SHALL BE 3/4" - 1.00".
4. MINIMUM CONDUCTOR SIZE SHALL BE 10 AWG. - 1.00".
5. ALL SITE BRANCH CIRCUITS SHALL INCLUDE A NEC SIZED EQUIPMENT GROUND CONDUCTOR.
6. ALL ELECTRICAL EQUIPMENT MOUNTED OUTDOORS SHALL BE WEATHERPROOF (NEMA 3R).
7. ALL CONDUIT ONLY SHALL BE PROVIDED WITH A NYLON PULL STRING.
8. SEE ARCHITECTURAL/LANDSCAPE ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF FIXTURES, PULLBOXES, MANHOLES, OTHER ELECTRICAL DEVICES, ETC. COORDINATE ALL UNDERGROUND STRUCTURES AND CONDUIT ROUTING TO LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN TO ENSURE THAT SUCH ITEMS ARE NOT PLACED IN CRITICAL LANDSCAPE PLANTING/HARDSCAPE AREAS.

SITE UTILITY PLAN CONSTRUCTION NOTES:

- THESE NOTES ESTABLISH MINIMUM QUALITY LEVELS AND COORDINATION REQUIREMENTS. RESPECTIVE UTILITY COMPANY PLANS AND REQUIREMENTS TAKE PRECEDENCE OVER THESE NOTES WITH REGARD TO RESPECTIVE UTILITY COMPANY CONDUIT AND UNDERGROUND STRUCTURE SYSTEMS.
1. CALL UNDERGROUND SERVICE ALERT (USA) AT 1 (800) 422-4133 OR APPLICABLE STATE AND LOCAL DIG SAFE OR UNDERGROUND ALERT HOTLINES PRIOR TO CONSTRUCTION START.
 2. COORDINATE ALL UNDERGROUND STRUCTURES AND CONDUIT ROUTING WITH LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN TO ENSURE THAT SUCH ITEMS ARE NOT PLACED IN CRITICAL LANDSCAPE PLANTING/HARDSCAPE AREAS.
 3. VAULTS, MAINTENANCE HOLES (MH's), FORMERLY KNOWN AS MANHOLES, AND CONDUITS SHALL MAINTAIN A MINIMUM COVER OF 24" BELOW FINAL SURFACE AT ALL CONDITIONS. INCLUDE ALL COSTS IN BASE BID TO MEET UTILITY COMPANY REQUIREMENTS WHICH MAY REQUIRE GREATER MINIMUM CONDUIT DEPTHS.
 4. VAULTS, MH's AND PULLBOXES (PB's) SHALL BE EQUIPPED WITH KNOCKOUT PANELS OR PRE-CAST INDIVIDUAL CONDUIT OPENINGS. CONDUITS SHALL ONLY ENTER AND EXIT ON END/SIDE WALLS. CONDUITS MAY NOT ENTER AND EXIT ON SIDE/END WALLS, CEILINGS OR FLOORS UNLESS OTHERWISE NOTED.
 5. CUT DUCTS FLUSH WITH INTERIOR VAULT/MH/PB WALL.
 6. GROUT AROUND DUCT ENTRANCES ON VAULT/MH/PB WALLS.
 7. SLURRY BACKFILL AROUND DUCTS WITHIN 5 FEET OF VAULT/MH/PB TO PREVENT SHEARING.
 8. CONDUITS PASSING UNDER THE BUILDING PERIMETER SHALL BE ENCASED IN LIGHTWEIGHT CONCRETE OR WATER-IMPERVIOUS CLAY TO PREVENT WATER INFILTRATION. SEE ELECTRICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 9. CONDUIT BEND RADIUS FOR BUILDING ENTRANCES AND AT POLES SHALL BE A MINIMUM OF 34" FOR CONDUITS WITH MORE THAN 2" INTERNAL DIAMETER AND A MINIMUM OF 48" FOR CONDUITS WITH MORE THAN 2" INTERNAL DIAMETER.
 10. PREFERRED CONDUIT SUEEP RADIUS BETWEEN VAULTS IS 25 FEET. UNDER NO CIRCUMSTANCES SHALL THE CONDUIT SUEEP RADIUS BE LESS THAN 12.5 FEET. MAXIMUM OF 90 DEGREE SUEEP AND LIMITED TO NO MORE THAN (2) 90 DEGREE SUEEPS BETWEEN VAULTS.
 11. VAULTS/MH's/PB's ARE TO BE EQUIPPED WITH RACKING, GROUNDING LUGS, AND BOLT-DOWN LIDS UNLESS OTHERWISE NOTED.
 12. VAULTS AND MH's TO BE EQUIPPED WITH ROUND COVERS. EXTENSION LUGS, AND BOLT-DOWN LIDS UNLESS OTHERWISE NOTED.
 13. LABEL ALL NON-UTILITY COMMUNICATION VAULT/MH/PB COVERS WITH "COMMUNICATIONS" UNLESS OTHERWISE NOTED ON PLANS.
 14. COORDINATE FINAL VAULT/MH/PB OPENING HEIGHT WITH G.C. PRIOR TO ROUGH-IN TO ENSURE FINAL GRADE DOES NOT SLOPE INTO VAULT/MH/PB OPENING.
 15. CONTRACTOR TO PROVIDE A MINIMUM OF 8" DEEP COMPACTED 1/2" DIAMETER GRAVEL UNDER ALL VAULTS, MH's OR PB's TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR AND BE ABLE TO DISSIPATE WATER OUT OF THE VAULT, MH OR PB.
 16. ALL VAULTS/MH's/PB's WITHOUT GROUNDING LUGS SHALL HAVE AN 8" x 3/4" COPPER GROUND ROD DRIVEN THRU THE FLOOR TO ALLOW GROUNDING OF ITEMS WITHIN.
 17. ALL VAULTS/MH's/PB's SHALL BE PROVIDED WITH TRAFFIC RATED COVERS WHEN LOCATED IN PAVED AREAS UTILIZED FOR VEHICLE TRAFFIC.
 18. IF THE WATER OR MOISTURE BARRIER ON OR NEAR THE FOUNDATION OF A BUILDING IS DISTURBED IN ANY MANNER BY EXCAVATION OR OTHER CONSTRUCTION WORK, THE MOISTURE BARRIER MUST BE REPAIRED FOLLOWING THE RECOMMENDATIONS OF THE MANUFACTURER OF THE ORIGINAL BARRIER PRODUCT.
 19. THE CONTRACTOR SHALL INCLUDE IN BASE BID ALL COSTS TO COMPLY WITH ALL REQUIREMENTS FOR CONFINED SPACE ENTRY PER THE OSHA REQUIREMENTS 29 CFR-1910.146, 29 CFR-1910.268, ETC. DURING ANY CONFINED SPACE ENTRY.
 20. ANY DUCTS LEAVING A VAULT, MH OR PB ROUTED INTO A FACILITY SHALL BE PLUGGED AT EACH END USING REMOVABLE MECHANICAL PLUGS DESIGNED TO PREVENT WATER AND GAS FROM ENTERING THE FACILITY.
 21. SEE ELECTRICAL SPECIFICATIONS AND PLAN DETAILS FOR ADDITIONAL REQUIREMENTS REGARDING UNDERGROUND CONDUITS AND IN-GRADE VAULT/MH/PB/JUNCTION BOXES.

SITE UTILITY PLAN NOTES:

1. UTILITY POINTS OF SERVICE AND WORKMATERIAL SHOWN ARE BASED UPON PRELIMINARY INFORMATION ONLY BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY.
2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORKMATERIAL REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL WIRES, CABLES, PULLBOXES, CONCRETE ENGASEMENT OF CONDUITS, TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING AND BACKFILL, AND PAY ALL UTILITY CO. FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.
3. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID EXISTING DUCTS, PIPING, OR CONDUITS, ETC., AND TO PREVENT HAZARD TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES. WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE THE NECESSARY ELEMENTS FOR CONSTRUCTION SAFETY.

LPA

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Planning
Interior Design
Landscape Architecture
Graphics

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ELECTRICAL
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Placentia, CA 92675
(951) 940-3082 • (951) 940-3084 Fax
www.konsortium1.com
Bill Voth
K1 Job #: 08244

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICE
APPL. #: 03-112391
AC _____ FLS _____ SS _____
DATE _____
FILE NUMBER: 18-92

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**HURLEY ELEMENTARY SCHOOL
MODERNIZATION**

535 S. Dora Guzman Ave.
La Puente, CA 91744

Developed for
Rowland Unified School District

Date: 04-15-2010

Revision: Designation: ADDENDUM A

Job No.	28041 59
Date	15 SEPT 09
Drawn by	LPA
Checked by	N. MEHTA

SITE ELECTRICAL PLAN

E1.11

EXHIBIT “K”

**Internal Connections Acquisition - Category II
E-RATE FUNDING YR 2022**

RFP # 2021/22: (R5)

SITE NETWORK MAPS

ALVARADO INTERMEDIATE SCHOOL 1901 Desire Ave, Rowland Heights, CA 91748

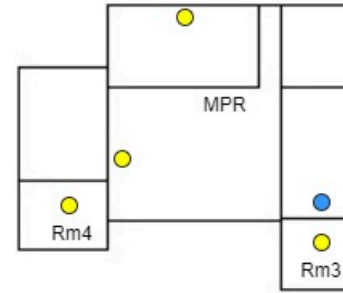
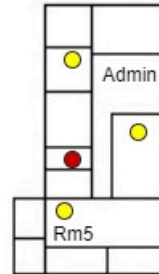
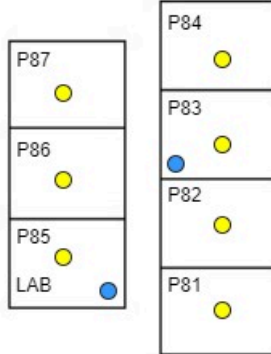


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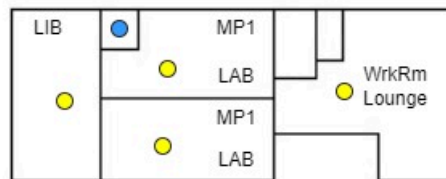
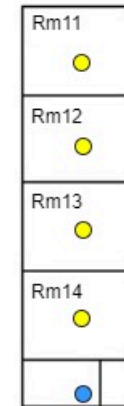
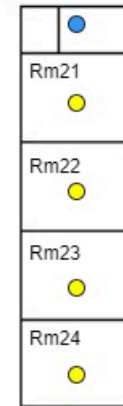
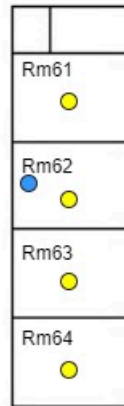
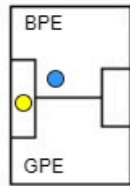
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Copper Ceiling
Drops

47 Locations



Text



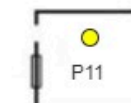
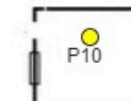
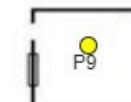
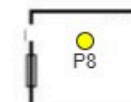
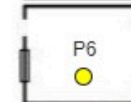
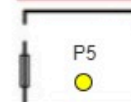
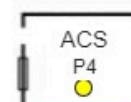
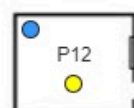
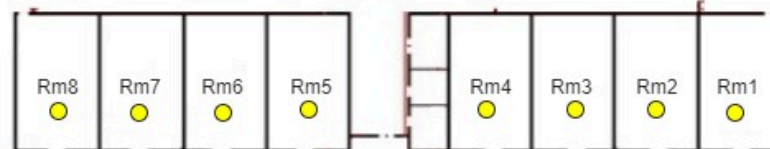
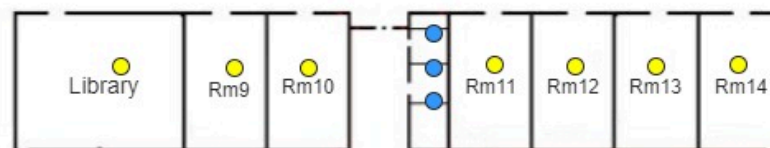
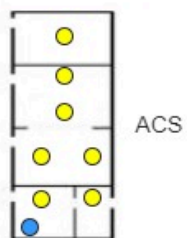
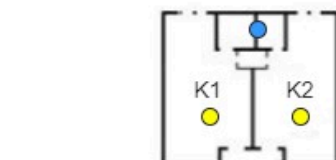
10/16/20

KILLIAN ELEMENTARY SCHOOL

19100 Killian Ave, Rowland Heights, CA 91748



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 - = Additional 2 Ceiling Data Drops
- 43 Locations**

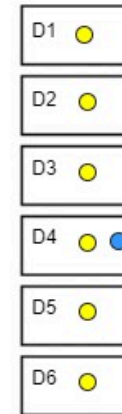
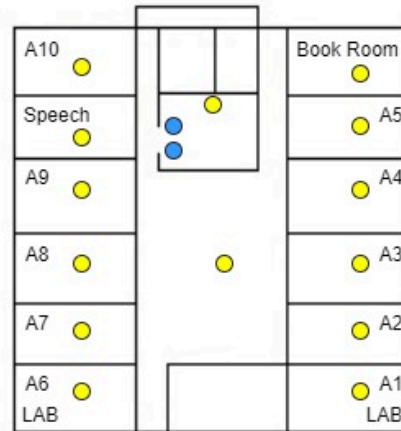
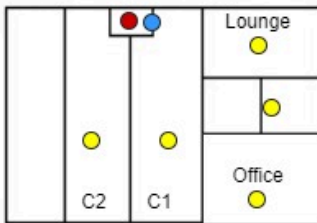


5/14/2019

SHELYN ELEMENTARY SCHOOL
19500 Nacora St, Rowland Heights, CA 91748



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- = Additional 2 Ceiling Data Drops
- 39 Locations**



05/14/2019

GIANO INTERMEDIATE SCHOOL

3223 Giano Ave, West Covina, CA 91792



5/14/2019

Yorbita Elementary School

520 Vidalia Ave, La Puente, CA 91744

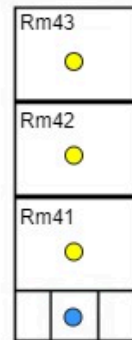
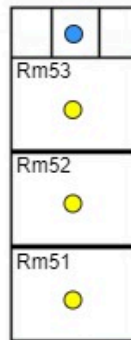
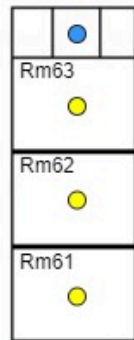


11/23/2021

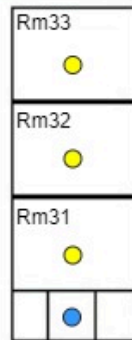
HURLEY ELEMENTARY SCHOOL
535 S. Dora Guzman Ave, La Puente, CA 91744

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Ceiling Data
Drops

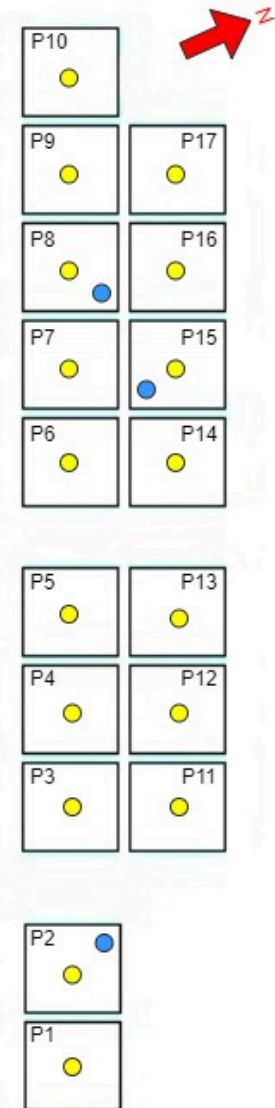
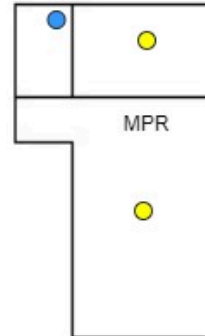
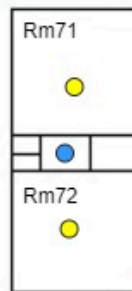
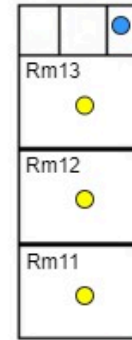
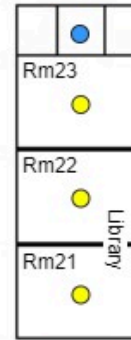
42 Locations



RM 34



RM 30



5/14/2019

ROWLAND UNIFIED SCHOOL DISTRICT STANDARD

ADDED TERMS AND CONDITIONS

RFP #2021/22 (R5)

ARTICLE 1. DEFINITIONS: The Term "Buyer" or "District" as used in this PO means the ROWLAND UNIFIED SCHOOL DISTRICT, and the term "Seller" means the person, firm, or corporation from whom the commodity or service described in the PO it ordered. The term "Material, Equipment, and/or Services" includes materials, supplies, equipment, drawings, data and other property to be furnished and all services including but not limited to, design, delivery, installation, inspection, and testing specified or required, to furnish any material, equipment, and/or services contemplated by the PO.

ARTICLE 2. ACCEPTANCE OF THE PO: The attached Acceptance Copy shall be signed and returned by the Seller within ten (10) calendar days after it is received by the Seller. The receipt by the Buyer of the signed Acceptance Copy or the initiation of performance under this PO by the Seller shall constitute acceptance of the PO by the Seller, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

ARTICLE 3. COMPLETE AGREEMENT: This PO, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This PO supersedes all other writings and negotiations written or oral. Buyer will not be responsible for goods delivered or services rendered without a PO properly signed by the Buyer Purchasing Agent or authorized agent. When this PO covers a continuing service rendered over a stated period of time, Seller must obtain a new PO upon expiration of the time period to authorize the continuance of the service for an additional period of time.

ARTICLE 4. DEFAULT: The Buyer may terminate the whole or any part of Seller's work in any one of the following circumstances: (1) If the Seller fails to make delivery or fails to perform within the time specified herein or any authorized extension thereof; or (2) If Seller delivers nonconforming goods; or (3) If Seller fails to perform in accordance with the material provisions of this PO, or so fails to make progress as to endanger performance of this PO in accordance with its terms. In the event of any such failure Buyer will provide Seller with written notice of the default and Buyer's intention to terminate for default if Seller fails to cure the default to Buyer's satisfaction within seven calendar days of Buyer's notice. If Seller fails to cure or correct the default to Buyer's satisfaction within three (3) days written notice, Buyer may, without further notice to Seller, procure upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this PO to the extent not terminated. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this PO.

ARTICLE 5. CHANGES: Buyer may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Seller believes result from any change directed by Buyer shall be asserted in writing by Seller no later than five (5) days from the date of Seller's receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be

made by written Change Order. Nothing contained herein shall excuse Seller from proceeding with the change as directed prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

ARTICLE 6. INVOICES: Unless otherwise specified in the PO, Seller shall send Buyer a single invoice upon completion of performance. Payment shall not be made prior to receipt and acceptance of items and an invoice.

ARTICLE 7. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 8. RIGHT TO AUDIT: Buyer reserves the right to access and audit the Seller's records related to the PO for a period of four (4) years after payment of any invoice.

ARTICLE 9. TITLE AND RISK OF LOSS: All prices shall be F.O.B. Destination. The Seller shall be responsible for safe and adequate packing of the items, which shall conform to the carriers' requirements. The Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this PO number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefor is set forth in this PO. Seller shall assume and pay for any and all loss or damage to the merchandise from any cause whatsoever until delivered to Buyer at the specified destination.

ARTICLE 10. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol on District property will not be tolerated.

ARTICLE 11. DELIVERY: Timely performance and deliveries are essential to this PO. The Buyer reserves the right to refuse deliveries made in advance of the delivery schedule. Over shipment allowances, if authorized, will be applied to the entire order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this PO by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

ARTICLE 12. DELAYS: Seller will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Seller's reasonable control and without Seller's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Seller's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Seller shall provide Buyer with

written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Seller shall provide Buyer with written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

ARTICLE 13. INSPECTION AND APPROVAL: All items are subject to final inspection and approval after delivery to Buyer. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this PO, the Buyer shall have the right to require Seller to correct or replace them. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

ARTICLE 14. WARRANTIES-GUARANTEES: The Seller warrants that the materials, equipment or services, at time of delivery, shall conform to the Buyer's specifications, the requirements of this PO, approved sample or samples, if any, and are free from defects in design, material and workmanship. Unless otherwise specified in the PO, this warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. Seller also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Seller has good and marketable title to same, and Seller agrees to indemnify, defend and hold the Buyer, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

ARTICLE 15. COMPLIANCE WITH ALL APPLICABLE LAWS: Seller's performance shall in all ways strictly conform with all applicable State, Federal and local laws, regulations, safety orders, and working conditions to which it is subject including, but not limited to, safety rules and regulations prevailing wages under the California Labor Code. Seller shall execute and deliver any and all documents as may be required to effect or evidence compliance.

ARTICLE 16. EQUAL OPPORTUNITY EMPLOYER: It is the policy of Buyer that in connection with all materials furnished or work performed under this PO, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

ARTICLE 17. PERMITS OR LICENSES: Seller and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of Material, Equipment, and/or Services herein requested.

ARTICLE 18. INDEMNITY: Seller assumes all risk in connection with performance or non-performance of this PO. Seller shall indemnify, defend, and hold harmless Buyer and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) of any kind or nature which may be caused by or arise from furnishing the Material, Equipment, and/or Services, whether such activities or performance thereof be by Seller or by anyone directly or indirectly employed or contracted with by Seller, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims

(including attorneys' fees and costs) shall accrue or be discovered before or after termination of this agreement.

ARTICLE 19. TAXES: Unless prohibited by law, Seller shall pay and has included in the prices of this PO any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

ARTICLE 20. TERMINATION FOR CONVENIENCE: Buyer shall have the right to terminate this PO in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller of such notice, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this PO. Upon termination, Contractor shall be compensated only for those services or goods which have been adequately rendered and delivered to the District through the effective date of such termination. Contractor shall be entitled to no further compensation. However, said payment shall not exceed the price specified herein for such items. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination.

ARTICLE 21. GOVERNING LAW; VENUE; DEFINITIONS: The definition of terms used, interpretation of this PO and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this PO shall be brought and conducted in Los Angeles County, California.

ARTICLE 22. EXCUSE; WAIVER: No action or failure to act by Buyer shall constitute a waiver of a right or duty afforded it under this PO, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Seller expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party who drafted the contract.

ARTICLE 23. INSURANCE: If Seller or its employees or agents come onto Buyer's property in connection with this Purchase Order, Seller agrees to carry (i) Workers Compensation Insurance as required by law and Commercial General Liability and Automobile Liability with coverages and amounts approved by the Buyer.

ARTICLE 24. FINGERPRINTING: Seller hereby acknowledges that, if determined applicable by Buyer, Seller shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. If so required by Buyer, Seller must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Seller's employees, coming into contact with the District's pupils. Seller further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and that Seller will comply with any such requirements.

ARTICLE 25. PREVAILING WAGES/DIR REGISTRATION: Seller acknowledges that if the PO involves public works as defined by Labor Code section 1720 et seq. then Seller shall comply with all applicable prevailing wage/labor laws. This includes compliance with all the Department of Industrial Relations' (DIR) contractor registration requirements set forth in Labor Code Section 1725.5. Seller shall also ensure compliance with these requirements by all of its subcontractors. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR, including but not limited to submission of certified payrolls as required by DIR.

PROPOSAL FORM A

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ of _____ the

(Name) (Title)
_____, declare, state and certify
that:
(Contractor Name)

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

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

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

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

PROPOSAL FORM B

SUBCONTRACTORS LIST

Project Name: PO# [REDACTED] – “Internal Connections Acquisition - Category II”

Name of Contractor: _____

[illegible]

PROPOSAL FORM C

This form is required to be submitted with your proposal, if applicable.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Rowland Unified School District (hereafter called "Owner") in the sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the installation of Digital Transmission Services and Internet Access.

NOW, THEREFORE,

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

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

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

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

The Principal and the Surety understand and acknowledge that this Proposal Bond is issued for the project known as the Digital Transmission Services and Internet Access ("Project"). The Project may be funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF). Therefore, the Project may not begin before July 1, 2022, of E-Rate Funding Year 2022-2023. Thus, the Proposal Bond must remain in full force and effect regardless of the timeframe between submission of the proposal and the District's issuance of a Notice of Proceed for the Project.

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:_____

ATTEST: (if corporation)

By:_____

Title:_____

(Corporate Seal)

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

PROPOSAL FORM D

This form is required to be submitted with your proposal only if Proposer is not providing the Proposal Bond (Proposal Form C)

PROPOSAL GUARANTEE FORM

Accompanying this proposal is a cashier's check payable to the order of the Rowland Unified School District or a certified check payable to the order of the Rowland Unified School District in an amount equal to ten percent (10%) of the total Proposal amount and any alternates (\$_____).

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

Proposer

Note: Use this form, in lieu of Proposal Bond (Form F), when a cashier's check or certified check is accompanying the Proposal.

PROPOSAL FORM E

DIR REGISTRATION VERIFICATION

I am the _____ of _____ ("Bidder") submitting
the _____
(Title/Position) (Bidder Name)
accompanying Proposal for the Work described as :

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

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

Executed this ____ day of _____, 20__ at _____.
(City and State)

(Signature)

(Name, typed or printed)

PROPOSAL FORM F

DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")

PARTICIPATION GOAL

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

2. Definitions.

2.1 Disabled Veteran. A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is domiciled in the State of California.

2.2 Disabled Veteran Business Enterprise. A "Disabled Veteran Business Enterprise" ("DVBE") means a business enterprise certified by the Office of Small Business and Disabled Veteran Business Enterprise Services, State of California, Department of General Services, pursuant to Military and Veterans Code §999.

3. DVBE Participation Goal. The term "Participation Goal" is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The Participation Goal is not a quota, set-aside or rigid proportion. The District has established a DVBE Participation Goal of Three Percent (3%) of the total Contract Price.

4. Monitoring of DVBE Participation and Submission of Report.

4.1 Certification of Participation. At the time of execution of the contract, the Contractor shall provide a statement to the District that it will comply with the DVBE requirements as set forth in this Contract.

4.2 Submission of Report. During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In addition, upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such report shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make

payment of the Final Payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal.

4.3 Contract Audit. Contractor agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. Contractor agrees that the District, or its designee, shall have access to any of Contractor's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal.

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

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

Signature

Title

Street Address

Telephone

E-mail

Typed or Printed Name

Company

City, State, Zip

Fax

DVBE PARTICIPATION REPORT

Contractor Name: _____

Project Name: _____

Project Bid Number: _____

Date: _____

[illegible]

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

YES _____

NO _____

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

PROPOSAL FORM G

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

(Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and

to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

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

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

Executed at _____ this
____ day of _____
(City and State)
_____, 20____.

(Signature)

(Printed or Typed Name)

PROPOSAL FORM H

This form is required to be submitted with your proposal, if requesting any substitution. Failure to submit this form with your proposal shall mean you will provide all items as specified or described in this RFP.

REQUEST FOR SUBSTITUTION FORM

Proposer submits the following request to Substitute. I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specified or Described Item	Requested Substituted Item
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified or Described Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Proposer agrees to pay for any Governmental fees or costs Assistantd with this Substitution Request. The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on any drawings,if applicable.
2. The undersigned will pay for changes to the design, including, engineering or other consultant design, detailing, governmental fees and costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the District to properly review the substitution request, within five (5) days if requested, the Proposer shall provide samples, test criteria, manufacturer information, and any other documents requested by the District.

Name of Proposer: _____

By:_____

PROPOSAL FORM I

IRAN CONTRACTING ACT CERTIFICATION/EXEMPTION

Public Contract Code §§ 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code §2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code §2203(c) or (d).

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. See Public Contract Code §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 §§ 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>	

Printed Name and Title of Person Signing

Date Executed

LABOR AND MATERIAL PAYMENT BOND

CIVIL CODE §9554

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **ROWLAND UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as: _____.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §1900, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney's fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

_____ (Contractor-Principal Name) By: _____ (Signature) _____ (Typed or Printed Name) Title: _____ (Attach Notary Public Acknowledgement of Principal's Signature)

_____ (Surety Name) By: _____ (Signature of Attorney-In-Fact for Surety) _____ (Typed or Printed Name of Attorney-In-Fact) (Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)
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Contact name, address, telephone number and email address for notices to the Surety _____ (Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **ROWLAND UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as:_____.

WHEREAS, the Principal, has entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

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

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond twenty-one (21) calendar days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Within twenty-one (21) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to promptly arrange for performance of the Contract, time being of essence to this Bond. In arranging

for such performance of the Contract, Surety shall not elect to contract with the Principal for the completion of the Work of the Project without the prior written consent of Obligor, which consent will not be unreasonably withheld. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligor upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligor within the time provided for herein above, the Obligor may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligor upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Surety, for value received, hereby consents, stipulates and agrees absolutely and unconditionally that no change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or Contract Documents, including but not limited to Contract Time or Contract Price, or the Work to be performed thereunder, shall in any way release, limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or the Contract Documents, including but not limited to the Contract Time or Contract Price, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price. The Surety unconditionally and absolutely waives its entitlement, if any, to the benefits of California Civil Code §2845 concerning any security held by the District. The Surety also agrees that it shall not be exonerated or released from the obligations of this Bond, either by total exoneration or pro tanto, by any overpayment or underpayment made by the Obligor under the Contract. The Surety agrees that none of the aforementioned changes, adjustments, alterations, deletions, additions, modifications or actions shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, adjustments, alterations, deletions, additions, modifications or actions.

Principal and Surety agree that if Obligor is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligor's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

[CONTINUED NEXT PAGE]

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____ day of _____, 20____ by their duly authorized agent or representative.

(Contractor-Principal Name)	
By:	
	(Signature)
	(Typed or Printed Name)
Title:	
(Attach Notary Public Acknowledgement of Principal's Signature)	

(Surety Name)	
By:	
	(Signature of Attorney-In-Fact for Surety)
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
(Contact Name)	
(Street Address)	
(City, State & Zip Code)	
()	()
Telephone	Fax
(Email address)	



CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR ESTIMATE/QUOTE NO.: _____ between the
Rowland Unified School District ("District" or "Owner") and _____
____ ("Name of Contractor").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

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

Name: _____

Title: _____

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT