



ORINDA UNION SCHOOL DISTRICT
8 ALTARINDA ROAD, ORINDA, CA 94563
February 12, 2024
RFP NO. 24002

**REQUEST FOR PROPOSALS FOR PROCUREMENT OF
EQUIPMENT FOR DISTRICT-WIDE TECHNOLOGY UPGRADES**

The Orinda Union School District ("District") invites your firm ("Firm") to provide a detailed proposal ("Proposal") pursuant to this Request for Proposal ("RFP") to provide equipment for District-wide technology infrastructure upgrades as they pertain to 1) network infrastructure upgrades at Glorietta Elementary School, Wagner Ranch Elementary School and Orinda Intermediate School; and network improvements at Del Rey Elementary School and Sleepy Hollow Elementary School; 2) replacement of the clock/public address system at Glorietta Elementary School; and 3) security camera installations at all five (5) District schools, including design assistance and all incidental work for a complete installation, and the development of a comprehensive deferred maintenance plan for any necessary equipment as further described in **Section 3 – Statement of Work** of this RFP.

The District intends to award this Project pursuant to Public Code section 20118.2. On January 22, 2024, District's Governing Board adopted Resolution No. 24-15 authorizing the competitive negotiation process in this RFP pursuant to Public Contract Code section 20118.2.

Proposal Submittal. Please submit your sealed Proposal as in the RFP Schedule, with one (1) original and two (2) copies of requested materials as well as a digital copy on a thumb drive, to:

Attn: Kevin Cutler, Orinda Union School District, 8 Altarinda Road, Orinda, CA 94563.

Firm shall be solely responsible for submitting its Proposals by the deadline. No late, corrected or resubmitted Proposals will be accepted after the deadline. Faxed, emailed and/or late Proposals will not be accepted or considered. No exceptions will be allowed.

Proposing Firm is required to possess the following State of California licenses: B, C-7, C-10.

Non-Mandatory Pre-proposal Meeting and Site Walk. All Firms that intend to submit a Proposal must attend the pre-proposal meeting, and visit all five (5) school sites. Pre-proposal meeting will be held at Orinda Intermediate School, Swinerton Trailer located just beyond the new Student Services Building (currently under construction). Parking is available underneath the solar array just outside the construction fencing.

Pre-proposal site walks will begin at the Orinda Intermediate School, immediately after the Pre-proposal meeting, and site walks will cover all 5 school sites.

Site walks may take approximately 3 hours. A map of the five (5) school sites will be provided at the PreProposal meeting.

School site addresses are as below (this is also the order in which we will visit each site):

1. Orinda Intermediate School, 80 Ivy Drive, Orinda, CA 94563
2. Del Rey Elementary School, 25 El Camino Moraga, Orinda, CA 94563
3. Glorietta Elementary School, 15 Martha Road, Orinda, CA 94563
4. Sleepy Hollow Elementary, 20 Washington Lane, Orinda, CA 94563
5. Wagner Ranch Elementary, 350 Camino Pablo, Orinda, CA 94563



Pre-proposal Meeting and Site Walk # 1 – Wednesday, February 14, 2024 at 1:00 pm to 4:00pm
Pre-proposal Meeting and Site Walk # 2 – Thursday, February 15, 2024 at 9:00 am to 12:00 noon

All sealed Proposals must be received by February 29, 2024 no later than 2:00 PM

Proposals must be submitted to include the **Project Cost Breakdown Form**.

RFP Schedule. The District shall follow this schedule for the review and selection process. The District reserves the right to modify this schedule at its sole discretion.

Release RFP	February 12, 2024
Pre-Proposal Meeting and Site Walk – Non-Mandatory # 1	February 14, 2024
RFP publication in newspaper # 1	February 14, 2024
Pre-Proposal Meeting and Site Walk – Non-Mandatory #2	February 15, 2024
RFP publication in newspaper # 1	February 21, 2024
Deadline for Questions	February 20, 2024
Final Addendum	February 22, 2024
Proposals Due	2:00 PM – February 29, 2024
Proposal Evaluation (Interview and negotiation if required)	March 1 & 4, 2024
District Board Approval (expected)	March 11, 2024
Notice to Proceed (subject to Board approval only)	March 12, 2024

Questions. Questions regarding this RFP must be submitted in writing to Kevin Cutler at kcutler@orinda.k12.ca.us and ebornstein@swinerton.com, and must be submitted in writing to no later than deadline listed above.

FIRMS WITH QUESTIONS OR COMMENTS ABOUT THIS RFP, THE CONTRACT, OR THE PROJECT SHOULD NOT CONTACT ANY DISTRICT REPRESENTATIVE, BOARD MEMBER, CONSULTANT, OR EMPLOYEE.

RFP Addenda. If the District issues addenda to this RFP due to questions, it will be emailed to all participants.

Proposal Results. Proposal results will be available for inspection upon execution of contract with the successful Firm.

District reserves the right to reject any or all Proposals. District also expressly reserves the right to amend, change or alter any part or requirement of this RFP. District may waive informalities or minor irregularities in Proposals. All Proposals and attachments submitted to District in response to this RFP shall remain property of District. The issuance of this RFP and the receipt of Proposals does not commit District to the award of a contract. Proposals may not be withdrawn for a period of sixty (60) days after the due date.

This RFP is a formal request for bids, but not an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFP as necessary. All Proposals and attachments submitted to the District in response to this RFP shall remain property of the District.

Thank you for your interest in working with the Orinda Union School District.



1. **Alternatives and Clarifications.** Each Proposal should be complete and definitive when submitted. Alternatives should not be included unless specifically requested. Awards may be made without any discussion or any contact with the Firms following the Proposal opening. Therefore, Proposals should be self-explanatory and submitted on the most favorable terms from a price and technical standpoint that the Firm can submit to the District. Firms should not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their Proposal.
2. **Contents of Proposal.** Firm's Proposal must be clear, concise and complete and demonstrate Firm's qualifications. Firms must include the following information in its Proposal and organized as described below.
 - 2.1. **Cover letter.** A signed letter of interest stating Firm's interest and qualification in providing the Services identified in **Attachment A**. Firm's cover letter must include Firm's contact information, key personnel, telephone number and email address.
 - 2.2. **Equipment and Services.** List, describe, and identify each piece of hardware, equipment and appurtenant items that Firm will provide. Field verification and design assistance to provide a complete installation shall be included. Include an outline of the product lines and/or services the Firm supports.
 - 2.2.1. Provide a technical framework (roadmap) for the proposed system and describe how the proposed system will fit into the Firm's current lifecycle. Provide a list of policies and firmware updates for the proposed system including how often changes are released, when and how District be notified about all changes, and how updates are applied.
 - 2.2.2. Provide a preliminary equipment delivery schedule for the Project by Phase, showing proposed progress from a Notice to Proceed, including Services at each Site and milestones that Firm considers significant. Discuss Firm's ability to meet strict schedules for comparable projects, Firm's schedule management procedures, and how Firm has successfully handled potential delays.
 - 2.3. **Detailed Pricing.** Please provide a detailed Project Cost to perform all work to provide all of the equipment indicated in Section 3 of this RFP, plus the indicated related services, all pursuant to the parameters established by the District. The District acknowledges that each Firm's Proposal may be structured differently and may have varying degrees of specificity. Regardless, each Proposal must conform to the following provisions and, if the District enters into negotiations with your Firm, your Proposal will be the starting point of those negotiations. The District desires a flexible contract with the ability for the increase or decrease of bandwidth over the term of the contract.
 - 2.3.1. Your Firm's total Project cost must be in an amount not-to-exceed Two Million One Hundred Sixty Thousand Dollars (\$2,160,000.00) ("Project Budget"), NOT including project inspection, special testing, commissioning agent, acoustical testing, as required.
 - 2.3.2. **Hourly Rates.** Please include all applicable hourly rates, subconsultant mark-up rates, and any reimbursable fee(s) your Firm would use on for work on this Project.
 - 2.3.3. **Project Cost Form / Table.** Attached to this RFP as Attachment B is a Project Cost Breakdown Table form. Please only use this form. **Proposals received without the Cost Breakdown Form will not be reviewed or accepted.**



- 2.4. **Firm's Supervision (Overhead).** Outline your committed onsite supervisor, project engineer, and project manager time and any other resources anticipated to be provided through the delivery of the project.
- 2.5. **Implementation Plan.** Bidder will provide an implementation plan, if applicable, that details; the process for service provider, system cut over (including a schedule), and contact Information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary with your solution.
- 2.6. **Documentation & Training.** Describe Firm's training program with an emphasis on the training of District staff to use Firm's system.
- 2.7. **Licensing.** List, describe, and identify the licensing, implementation, maintenance, support, and training fees associated with the Firm's Proposal.
- 2.8. **Other Entities.** Identify any subcontractors, subconsultants, or vendor relationships applicable to this RFP.
- 2.9. **Installation Schedule.** Please provide a preliminary installation schedule for the Project, showing proposed progress from Notice to Proceed, including a breakdown by site, by room, including milestones that your Firm considers significant. A Phased Schedule, by site, is recommended. Substantial Completion, which includes a completely tested and working network by August 9, 2024 for Network Upgrades and Clock/Speaker scope of work.
- 2.10. **Financial Information.** Provide a statement of Firm's financial resources and insurance coverage.
- 2.11. **Past Projects.** Provide a list of ALL California K-12 and community college districts for which Firm has provided the same or similar Services in the past five (5) years. Limit response to no more than the ten (10) MOST RECENT districts. Include the names of the district, a description of services provided, and the name of the contact person and telephone number at the district. Also, indicate the Firm's personnel that performed services for each district. Indicate whether Firm was involved in any claims related to any of the past projects, and the resolution of each claim.
- 2.12. **Letters of Reference.** Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than five (5).
- 2.13. **Additional Data.** Provide additional information about the Firm as it may relate to its Proposal. Include letters of reference or testimonials. Indicate total number of permanent employees, and any other data that may assist the District in understanding and assessing Firm's qualifications and expertise.
- 2.14. **Form of Contract.** Attached as Attachment A to this RFP is a form of contract for that the District will use with the successful Firm. Each Firm must indicate in its Proposal if it has any comments or objections to the form of contract. The District will not consider any substantive changes to the form of contract if they are not submitted at or before this time.
- 2.15. **Signature.** Firm's Proposal shall include the following certification and signature:
"The undersigned, doing business under the full and complete legal Firm name as set forth below, having examined the Request for Proposals, scope of Services and Work, the Project requirements, general contract requirements and all other documents forming the RFP, hereby proposes to perform



the Services, including all of its component parts, and to furnish all equipment and materials required by them for the Project for the cost set forth in Firm's Proposal.

Dated: _____

Legal Name of Firm: _____

Signed By: _____

Title of Signer: _____

Address: _____

Taxpayer's Identification Number: _____

Email and Telephone Number: _____

3. Statement of Work

3.1 Purpose. Orinda Union School District (OUSD) is seeking a firm to design-build a modern network in strong collaboration with OUSD staff capable of serving the needs of our TK-8 District now and into the future. The goal of this request for proposal (RFP) is to maximize the District's existing infrastructure and provide an overall design of the District's future-facing network infrastructure, security cameras, and PA/Clock Speaker systems. The network design should account for the District's needs for the foreseeable future. The District's intent is to build a network supported by a comprehensive deferred maintenance plan. Upgrading the PA system and adding a comprehensive security camera system to all school sites provides the District with elevated safety and security for faculty, staff, and students. The District's overall design schematic is intended to support the strategic direction that the District has outlined for the network: Please see Attachments D through G, included as part of this RFP.

3.2 Background. The District's network has historically never been appropriately and comprehensively designed, built, or refreshed. The current network has been pieced together using add-on infrastructure and temporary fixes, which cannot support OUSD's strategic goal of providing a reliable network during emergencies. The past few years have seen significant increases in the use of cloud-based services across schools and departments to meet educational and business needs. OUSD has moved to a 1:1 computing environment – in which every student and staff member has a device issued individually for their own use. We anticipate this continuing for the indefinite future and the need to support a greater-than-1:1 ratio of devices to students/staff.

3.3 Deliverables. The following deliverables shall be prepared in significant collaboration with District technical management and staff, and provided to the District in a timely manner per the project plan.

1. Comprehensive Network Technical Design

a. Overall Network Design summary:

i. Executive summary of the design

ii. Analysis of costs and operational requirements:

1. Licensing requirements

2. Recommended hardware refresh cycles

3. Capital expense report

4. Total cost of ownership for 10 years

iii. Physical and logical schematics of core – wired systems, wireless control systems, VoIP, CCTV, intrusion alarm systems, fire alarm systems, clock/bell/PA systems, irrigation systems, POS systems, and digital marquis, as applicable.



- iv. Campus specific diagrams, schematics, topologies, etc. necessary to document the design and undertake design of individual school sites
- v. District-wide network topologies; AsBuilts drawings (PDF) following completion of the work that show cabling runs, equipment locations, MDF and IDF locations for each individual school site that; includes a legend.

- b. Equipment tables and rough order of magnitude budgets for all items
- c. A comprehensive deployment project plan:
 - i. A description of the chronology for completing the work, including:
 - 1. No impact to users
 - 2. Identified impact to other systems
 - 3. Realistic timeline
 - 4. Deadlines for each task
 - 5. A general description of the techniques, approaches and methods to be used in completing the projects
 - 6. Punch lists, inspection schedule, etc.
 - 7. Plan for removal/disposal of old equipment

4. District's Evaluation. After Proposals are received, the District will evaluate the Proposals based on the following criteria:

Criteria	Possible Points
Price	100
Vendor financing	10
Performance reliability	10
Standardization with the District's existing system(s)	10
Life-cycle costs	10
Delivery timetables	20
Support logistics	10
The range of available competing products and materials available	10
Fitness of purchase	10
Manufacturer's warranties	10
Level of responsiveness to the information requested in the RFP	100
Total	300

- 4.1. The Firm will be selected based on the District's determination of who is the most qualified Firm based on which Proposal meets the above criteria and will be most advantageous to the District with price and the other factors considered.
- 4.2. **Interviews.** The District, at its discretion and in order to seek clarification from Firm(s) related to proposals, may conduct interviews during its evaluation of RFPs with some or all of the Firms that respond to an RFP. These interviews will only be for this purpose and will not be an opportunity for Firms to substantively revise or change their proposals.
- 4.3. **No Lobbying.** No Firm or any agent, representative or member of Firm shall directly or indirectly contact any District Board of Education member immediately before or during the RFP process regarding any matter relating to this RFP. Any firm violating this policy shall be disqualified from the RFP. Should District become aware of such violation after a Firm has been awarded a contract pursuant to this process, the



resulting contract shall be voided, and Firm shall be liable to District for all damages relating to the cancelled contract.

- 4.4. **Competitive Negotiation.** District staff may choose to begin negotiations with the Firm that District staff, in its opinion, believes offers the best value to the District and may commence negotiations of services with that Firm.

- 4.4.1. If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the Firm that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.
 - 4.4.2. Final selection of a Firm shall be at the sole discretion of the District's Board after recommendation from District staff.
 - 4.4.3. If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required Agreement, which will be the agreement form attached to this RFP.
 - 4.4.4. The District reserves the right to negotiate on any or all components of each Proposal submitted.

5. **Protests.** Any protest shall be filed in writing with District by certified or registered mail, not later than three (3) business days after the Proposal opening. If the protest is based on the selection of the Firm, it shall be filed in writing not later than three (3) business days after notice of selection of the Firm. The protest shall specify the reasons and facts upon which the protest is based.

- 5.1. Only a Firm that has submitted a Proposal and who could be awarded the contract if the bid protest is upheld, is eligible to submit a protest. Subcontractors are not eligible to submit protests. A Firm may not rely on the protest submitted by another Firm.
 - 5.2. A protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.
 - 5.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - 5.4. The protest must include the name, address and telephone number of the person representing the protesting party.
 - 5.5. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - 5.6. The procedure and time limits set forth in this paragraph are mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.



6. Certifications. Firm shall execute all required Certifications attached hereto.

7. All Proposals will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in a Proposal 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 Proposal 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 Proposal marked "Confidential," "Proprietary," or "Trade Secret," the Vendor agrees, by submission of its Proposal, 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.

8. Attachments:

- 8.1. Attachment A: Form of Contract
- 8.2. Attachment B: Project Cost Breakdown Form
- 8.3. Attachment C: Non-Collusion Certificate
- 8.4. Attachment D: Summary of Work and Bill of Materials
- 8.5. Attachment E: OUSD – 5 Sites – Equipment Location Maps
- 8.6. Attachment F: OUSD – Glorietta ES – IP Speaker Locations Map
- 8.7. Attachment G: Cable Labeling Template (Example)

Attachment A:

ORINDA UNION SCHOOL DISTRICT

CONTRACT TO PROVIDE EQUIPMENT FOR DISTRICT-WIDE TECHNOLOGY UPGRADES, INCLUDING INSTALLATION AND MAINTENANCE

This Contract to provide equipment for District-wide technology upgrades, including installation and maintenance ("Contract") is entered into on _____, 2024, by and between the **Orinda Union School District** ("District") and _____ ("Vendor"). District and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

NOW, THEREFORE, the Parties agree as follows:

1. The Vendor shall furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide and install the equipment as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services" or "Work").

[LIST GENERALLY THE EQUIPMENT AND SERVICES THAT WILL BE NEEDED AND THAT WILL BE INCORPORATED INTO THIS CONTRACT; INCLUDE ALL DRAWINGS, PLANS AND SPECIFICATIONS].

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

[INSERT SPECIFIC SCHOOL SITE(S)]

("Site(s)")

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Contract shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of Services completed for each site.
2. **Term.** The term of this Contract shall from _____, 20____ until _____, 20____ ("Contract Time"). Work shall be completed within the Contract Time, which is as reflected in **Exhibit B**, attached hereto and incorporated herein by this reference ("Schedule"). Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time.
3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Contract
 Certifications to be Completed by Vendor (**See Exhibit C**)
 Insurance Certificates and Endorsements
 W-9 Form
 Performance Bond (**See Exhibit C**)
 Payment Bond (**See Exhibit C**)
 [Other]: _____

4. **Compensation.** District agrees to pay the Vendor for Services satisfactorily rendered pursuant to this Contract a total fee of _____ Dollars (\$) _____ ("Contract Price"), which is the total District cost. District shall pay Vendor according to the following

terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Contract.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows: [REDACTED]
6. **Independent Contractor.** Vendor, in the performance of this Contract, shall be, and act as, an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Contract, except as follows: [REDACTED]
9. **Performance of Services.**
 - 9.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 9.2. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
 - 9.3. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 9.4. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Contract. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
 - 9.5. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.

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

9.7. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in the forms included in **Exhibit C**, attached hereto and incorporated herein by this reference, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Contract, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Contract shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Contract. Vendor shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

13. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

14. **Termination.** If Vendor fails to perform the Services and Vendor's duties to the satisfaction of the District, or if Vendor fails to fulfill in a timely and professional manner Vendor's obligations under this Contract, or if Vendor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Vendor. The Vendor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Vendor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Vendor. In case of a termination for convenience, Vendor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity ("Claim") 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 the Services, the Project, or this Contract, including without limitation the payment of all consequential damages, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. District has the right to pre-approve any legal representation that Vendor proposes to defend District.

16. Insurance.

16.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000
Professional Liability	\$1,000,000 \$2,000,000

16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17. Incidental Installation Work.

17.1. The Parties acknowledge that this Contract shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.

17.2. The above-referenced incidental labor is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5. Vendor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof. Vendor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4. Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates. Copies of the prevailing rate of per diem wages are on file with the District and available on the DIR website. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

17.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Contract or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

18. **Assignment.** Vendor shall not assign or subcontract its obligations under this Contract without the District's written consent.

19. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance,

rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

20. **Certificates/Permits/Licenses.** Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Contract.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
22. **No Rights in Third Parties.** This Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 23.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Contract, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
25. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.
26. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:

Orinda Union School District
8 Altarinda Road
Orinda, CA 94563
Attn: Aida Glimme, Ed.D.
Superintendent

Vendor:

_____, California 9 ____
ATTN: _____

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

27. Integration/Entire Contract of Parties. This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be amended or modified only by a written instrument executed by both Parties.

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

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

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

31. Authority to Bind Parties. Neither party in the performance of any and all duties under this Contract, except as otherwise provided in this Contract, has any authority to bind the other to any agreements or undertakings.

32. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. Captions and Interpretations. Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

34. Calculation of Time. For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

35. Signature Authority. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authority and empowered to enter into this Contract.

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

37. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

Dated: _____, 20____

ORINDA UNION SCHOOL DISTRICT

_____, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit A

PROJECT DESCRIPTION & PROJECT CRITERIA

Scope of Work

INSERT SCOPE OF WORK

Form of Agreement

Exhibit B
Schedule of Work

Site	Equipment	Date In / Date Out	Delivery Point	Other

INSERT SCHEDULE OF WORK

Exhibit C
BONDS AND CERTIFICATIONS

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Orinda Union School District** ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

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

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

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

DOLLARS

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

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

Principal

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

PAYMENT BOND

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Orinda Union School District** ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
(“Project” or “Contract”)

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

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

Principal

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

CERTIFICATIONS TO BE COMPLETED BY VENDOR

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

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

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

1. Vendor's Total Base Bid is less than one million dollars (\$1,000,000).
OR
 2. Vendor's Total Base Bid is one million dollars (\$1,000,000) or more, but Vendor 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 Vendor is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
 3. Vendor's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Vendor to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with Bid.

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

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

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

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



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

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

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

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

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



Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes buildings, grounds, owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits the electronic cigarettes, "vaping" or similar product uses on District sites.



No Hazardous Materials. I certify that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs

of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.



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

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

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (“DVBE(s)”) of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

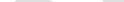
1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Vendor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Vendor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Vendor 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.
 - a) Vendor 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 DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Vendor 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 DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this 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.
 - ii) The District reserves the right to request additional information or documentation from the Vendor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Vendor Name: _____ **Date:** _____

Project Name: _____ Project Number: [PROJECT NO.]

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of 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 your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

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

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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

1. **Education Code.** Vendor has taken at least one of the following actions with respect to the Project (check all that apply):

The Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor'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 ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at:) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor'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, Vendor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Vendor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor 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 Vendor'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 contact with the District pupils.

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

Vendor'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 Vendor.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

Attachment B:

**REQUEST FOR PROPOSALS FOR PROCUREMENT OF
EQUIPMENT FOR DISTRICT-WIDE TECHNOLOGY UPGRADES**

Project Cost Breakdown Form

Work	
1. Pre-Installation Services	\$ _____
2. District-Wide Network Upgrades	\$ _____
a. OIS	\$ _____
b. Del Rey	\$ _____
c. Glorietta	\$ _____
d. Sleepy Hollow	\$ _____
e. Wagner Ranch	\$ _____
3. Glorietta ES Clock / PA System	\$ _____
4. District-Wide Security Camera Upgrades	\$ _____
a. OIS	\$ _____
b. Del Rey	\$ _____
c. Glorietta	\$ _____
d. Sleepy Hollow	\$ _____
e. Wagner Ranch	\$ _____
5. Subtotal (Line Nos. 1+2+3+4)	\$ _____
Mark-Ups	
6. Bonds _____ % of Line No. 5	\$ _____
7. Insurance _____ % of Line No. 5	\$ _____
8. Mark-Ups Total (Line Nos. 6+7)	\$ _____
TOTAL (Line Nos. 5+8)	\$ _____

REQUEST FOR PROPOSALS FOR PROCUREMENT OF EQUIPMENT FOR DISTRICT-WIDE TECHNOLOGY UPGRADES

Attachment C:

NONCOLLUSION DECLARATION
Public Contract Code § 7106

The undersigned declares:

I am the _____

[PRINT YOUR TITLE]

of _____

[PRINT FIRM NAME],

the party making the foregoing Contract.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

Attachment D:**SUMMARY OF WORK****1. GENERAL****1.1. SUMMARY OF WORK**

The Work or Services consist of the following:

- 1.1.1. Run new CAT6A and OM4 cable at three (3) school campuses and supplement existing cabling at one (1) more. Install new network enclosures and move existing switches. Supply and install UPS units, IP Speakers and IP Security Cameras. This includes installation of indoor and outdoor equipment at five (5) schools.
 - 1.1.1.1. Anywhere a manufacturer name is listed, "or equivalent" can be assumed by the vendor.
- 1.1.2. The installer will comply with OUSD existing equipment for the installation of the material and hardware detailed in the Bill of Materials (BOM).
 1. At three (3) schools remove and dispose of existing CAT5 cabling to classrooms and replace with five CAT6A cables. Existing conduit should be utilized where possible. All cables should be run above the ceiling or behind walls, where possible. If exposed, wire molding shall be used inside and conduits should be used in exterior locations.
 2. At one (1) school run, new CAT6A cable for all IP Speakers. Terminate new cable into new Panduit patch panels for each MDF/IDF location. Tone and test existing CAT5 lines, terminate at Panduit patch panels at MDF/IDF location and in classroom. Add necessary CAT6A cabling so each classroom has a minimum of five (5) CAT5 or better connections.
 3. Move all existing WAPs and mount horizontally, either with bracket on the wall or on floating ceiling.
 4. Install all network enclosures at ADA height. Move existing switches to new enclosures, as applicable. Provide small low voltage enclosures capable of housing Panduit 89D and will work with supplied raceways in classrooms and other spaces, as required.
 5. There will be no switch or WAP configuration. The district will configure all networking hardware.
 6. Installation and configuration of fifty-six (56) Verkada IP cameras
 7. Installation and configuration of one (1) Cambium Networks cnWave v5000 Distribution Node.
 8. Installation and configuration of seven (7) Cambium Networks cnWave v1000 Client Nodes.
 9. Remove existing cameras and seal any exposed openings.
 10. Installation and configuration of fifty-one (51) Advanced Networks IP Speakers
 11. Install and configure InformaCast Fusion Server Appliance
 12. Configure all UPS units with management IP.
 13. The contractor will be required to remove all existing equipment that will be replaced by the specified. In addition to removal, the contractor will be responsible for decommissioning and disposing of the existing equipment. In compliance with E-rate Disposal of Equipment, the contractor will provide in their close-out documentation, an inventory of the equipment removed. This document will include: location, make, model, serial number, and asset tag number, if applicable.
- 1.1.3. General.
 - 1.1.3.1. It shall be the responsibility of the Contractor to account for all additional power loads and make the necessary uninterruptible power systems upgrades as part of the scope of work. All such power related devices shall be connected and configured to the network.
 - 1.1.3.2. Contractor will be required to relocate some IDF cabinets and provide cable management.
 - 1.1.3.3. Contractor must provide patch cables and "rack and stack" all switches, including cable management.
 - 1.1.3.4. Contractor must patch switches into fiber patch panels.
 - 1.1.3.5. Labeling of all switches and switch ports shall conform to TIA/AIA-606-B. The District's labeling template is included as Attachment H.
 - 1.1.3.6. Contractor responsible for asset tagging for new and existing equipment, in coordination with OUSD.
- 1.2. All equipment provided in the performance of Contractor's Work must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment shall be acceptable. As requested by District, Contractor shall submit certification and/or "reseller authorization" from the hardware/software manufacturer(s), as applicable.

Attachment D:

Del Rey Elementary – 25 El Camino Moraga

Item Name	Description	Quantity
CD62-30E-HW	Verkada CD62-E Dome Camera 4K/8MP 512GB 30 Day	10
CF81-30E-HW	Verkada CF81-E Fisheye Camera 12MP 512GB 30 Day	2
CB62-512TE-HW	Verkada Bullet Series CB62-TE 4K/8MP 512GB 30 Day	1
LIC-CAM-5Y	Verkada Command 5 Year Licensing	13
SRW18USDP	Tripp Lite SmartRack 18U UPS-Depth Wall-Mount	2
CPP12WBL	Panduit Mini-Com 12 Port Patch Panel	30
WB89D	Panduit Mounting Bracket 89D White	30
Vendor Recommended	Low profile cabinet to house WB89D	30
N1C.L3000	N1C.L3000 3000VA Rack/Tower UPS	1
N1C.L2200	N1C.L2200 2200VA Rack/Tower UPS	2
ENBRKT	Tripp Lite Universal Wall Bracket for WAP	30

Glorieta Elementary – 15 Martha Rd

Item Name	Description	Quantity
CD62-30E-HW	Verkada CD62-E Dome Camera 4K/8MP 512GB 30 Day	10
CF81-30E-HW	Verkada CF81-E Fisheye Camera 12MP 512GB 30 Day	1
CB62-512TE-HW	Verkada Bullet Series CB62-TE 4K/8MP 512GB 30 Day	1
LIC-CAM-5Y	Verkada Command 5 Year Licensing	12
IPSWDHD-MW	Advanced Networks IP Speaker with HD Display	37
IPCSHD-MB	Advanced Networks HD IP Display	2
IPSIGNL-RWB	Advanced Networks Large LED IP Signboard	1
IPSCM-RMe	Advanced Networks Round Ceiling IP Speaker	1
IPSWS-SM-O	Advanced Networks Outdoor IP Compresses Horn	10
IPTA-IFS	InformaCast Fusion Server Appliance	1
SS-CPF-2	Informacast Onboarding	1
SRW18USDP	Tripp Lite SmartRack 18U UPS-Depth Wall-Mount	2
SRW12US	Tripp Lite SmartRack 12U Low-Profile Switch-Depth Wall-Mount	1
CPP12WBL	Panduit Mini-Com 12 Port Patch Panel	35
WB89D	Panduit Mounting Bracket 89D White	35
Vendor Recommended	Low profile cabinet to house WB89D	35
N1C.L3000	N1C L3000 3000VA Rack/Tower UPS	1
N1C.L2200	N1C L2200 2200VA Rack/Tower UPS	2
N1C.L1000	N1C L1000 1000VA Rack/Tower UPS	1
ENBRKT	Tripp Lite Universal Wall Bracket for WAP	35

Sleepy Hollow Elementary – 20 Washington Lane

Item Name	Description	Quantity
CD62-30E-HW	Verkada CD62-E Dome Camera 4K/8MP 512GB 30 Day	6

Attachment D:

CB62-512E-HW	Verkada Bullet Series CB62-E 4K/8MP 512GB 30 Day	1
LIC-CAM-5Y	Verkada Command 5 Year Licensing	7
N1C.L3000	N1C L3000 3000VA Rack/Tower UPS	1
N1C.L2200	N1C L2200 2200VA Rack/Tower UPS	2

Wagner Ranch Elementary:

Item Name	Description	Quantity
CD62-30E-HW	Verkada CD62-E Dome Camera 4K/8MP 512GB 30 Day	4
CF81-30E-HW	Verkada CF81-E Fisheye Camera 12MP 512GB 30 Day	3
CB62-512E-HW	Verkada Bullet Series CB62-E 4K/8MP 512GB 30 Day	1
CB62-512TE-HW	Verkada Bullet Series CB62-TE 4K/8MP 512GB 30 Day	1
LIC-CAM-5Y	Verkada Command 5 Year Licensing	9
C600500A004A	Cambium Networks cnWave V5000 802.11ay 60GHz Distribution Node	1
C600500C001A	Cambium Networks Wireless Bridge cnWave V1000 802.11ay 60GHz Client Node with US Cord	3
C000000L033A	Cambium Networks 56 VDC Gigabit Ethernet Surge Suppressor	4
C000000L124A	Cambium Networks Cable Gland Long for 6-10mm缆 M25 Qty5	1
C000000L137A	Cambium Networks Network device mounting bracket - pole mountable	4
C000000L138A	Cambium Networks Ground cable - M6 ring terminal to M6 ring terminal - 2 ft	4
N000000L142A	Cambium Networks 60W 56V 5Gbe level 6 Indoor DC POE Injector	1
N000900L031A	Cambium Networks 720mm UL Rated US Power Supply Cord C5 Connect Type B	1
SRW18USDP	Tripp Lite SmartRack 18U UPS-Depth Wall-Mount	4
SRW12US	Tripp Lite SmartRack 12U Low-Profile Switch-Depth Wall-Mount	1
CPP12WBL	Panduit Mini-Com 12 Port Patch Panel	33
WB89D	Panduit Mounting Bracket 89D White	33
Vendor Recommended	Low profile cabinet to house WB89D	33
N1C.L3000	N1C L3000 3000VA Rack/Tower UPS	1
N1C.L2200	N1C L2200 2200VA Rack/Tower UPS	4
N1C.L1000	N1C L1000 1000VA Rack/Tower UPS	1
ENBRKT	Tripp Lite Universal Wall Bracket for WAP	33

Orinda Intermediate School:

Item Name	Description	Quantity
CD62-30E-HW	Verkada CD62-E Dome Camera 4K/8MP 512GB 30 Day	12
CF81-30E-HW	Verkada CF81-E Fisheye Camera 12MP 512GB 30 Day	3
LIC-CAM-5Y	Verkada Command 5 Year Licensing	15
C600500C001A	Cambium Networks 60GHz cnWave V1000 Client Node with US cord	4

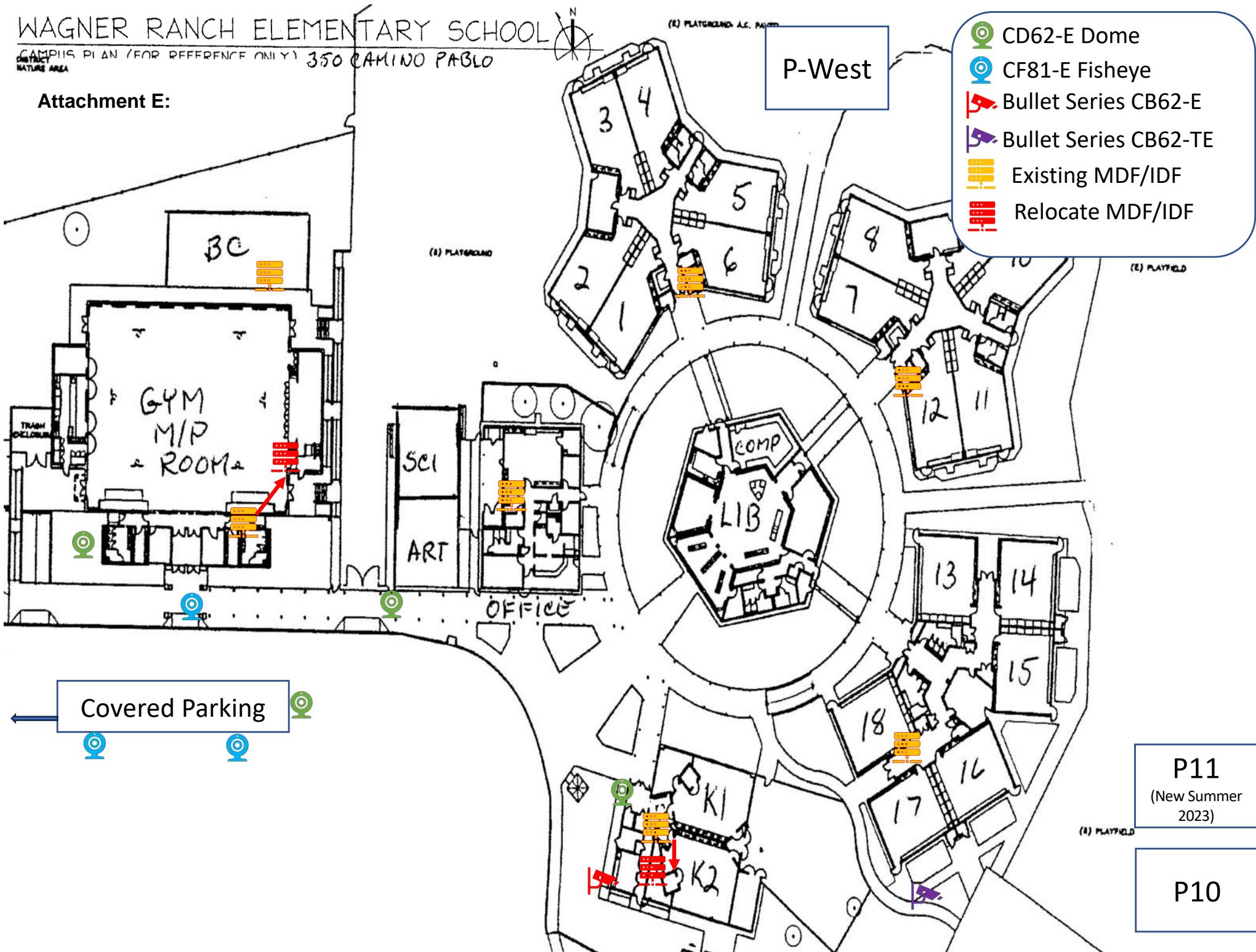
Attachment D:

C000000L138A	Cambium C000000L138A .6m Grounding Cable w/ M6-M6 Ring	4
N000082L173A	PTP 820 Grounding Kit for CAT5e, Cat6A and F/UTP 8mm Cable 3.15cm X 9.84cm X 9.84cm / 0.64 lbs.	8
EW-E2CNWV1000-WW	Cambium Networks cnWave V1000 Extended Warranty, 2 Additional Years	4
MMK0001-L	Mast and Pole Mount Kit for Inscape POE Switch	5
LPS840AT-T2	Inscape Data Outdoor 4-port Gigabit POE Switch	5
SRW18USDP	Tripp Lite SmartRack 18U UPS-Depth Wall-Mount	6
CPP12WBL	Panduit Mini-Com 12 Port Patch Panel	65
WB89D	Panduit Mounting Bracket 89D White	65
Vendor Recommended	Low profile cabinet to house WB89D	65
N1C.L3000	N1C L3000 3000VA Rack/Tower UPS	1
N1C.L2200	N1C L2200 2200VA Rack/Tower UPS	6
ENBRKT	Tripp Lite Universal Wall Bracket for WAP	65

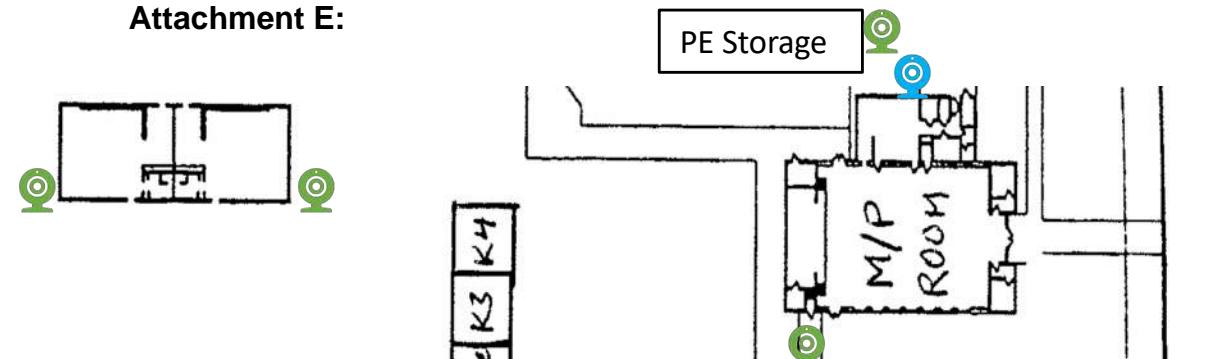
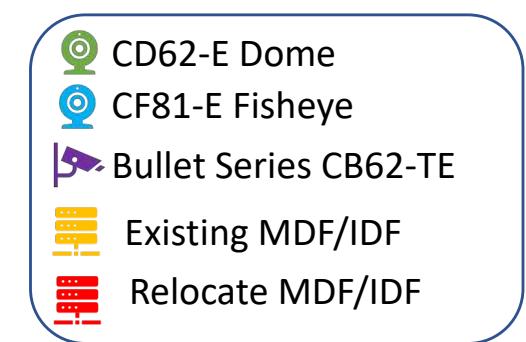
WAGNER RANCH ELEMENTARY SCHOOL

CAMPUS PLAN / FOR REFERENCE ONLY 350 CAMINO PABLO
DISTRICT NATURE AREA

Attachment E:

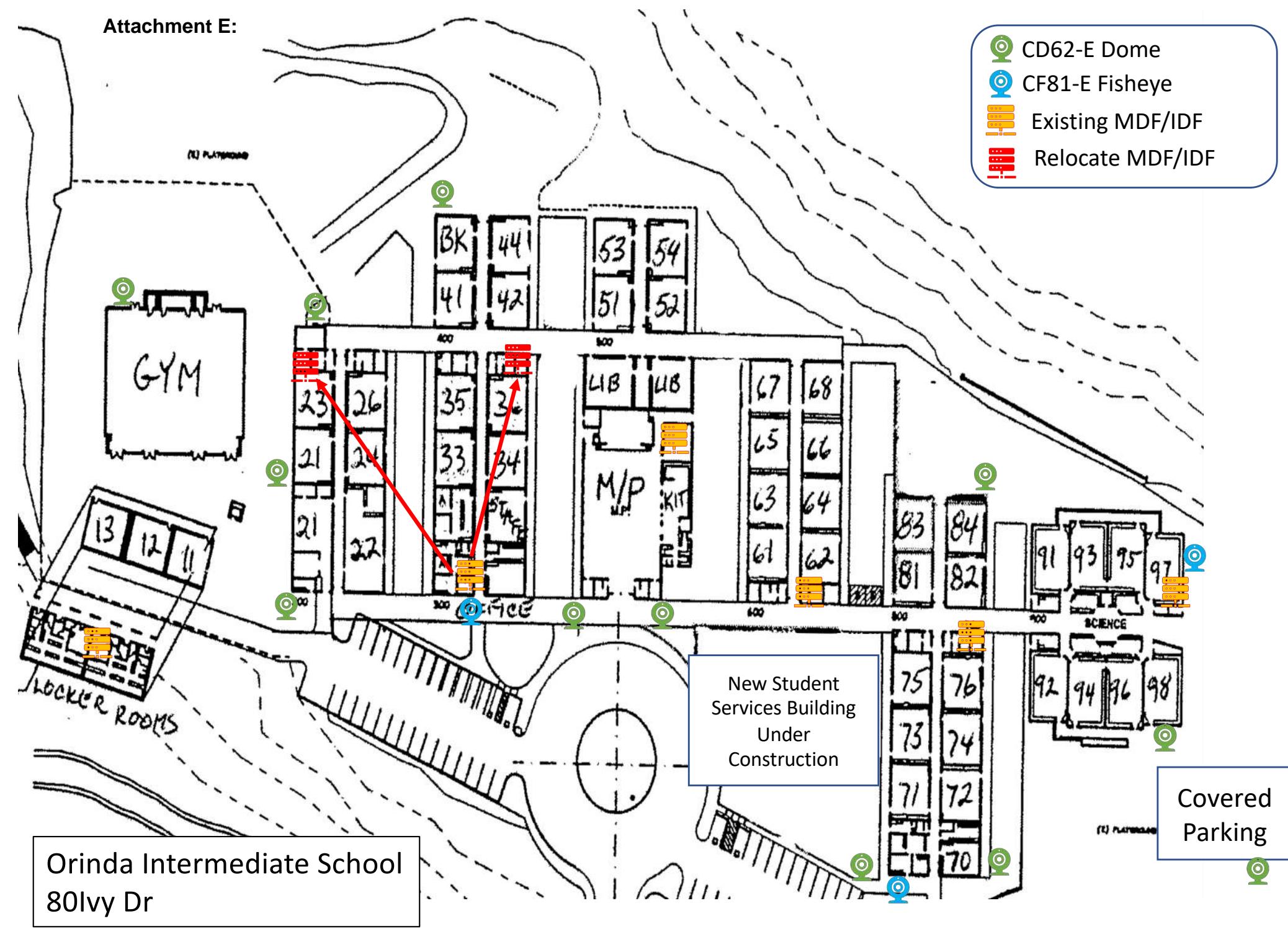


Attachment E:



DEL REY ELEMENTARY SCHOOL
CAMPUS PLAN (FOR REFERENCE ONLY) 25 EL CAMINO MORAGA

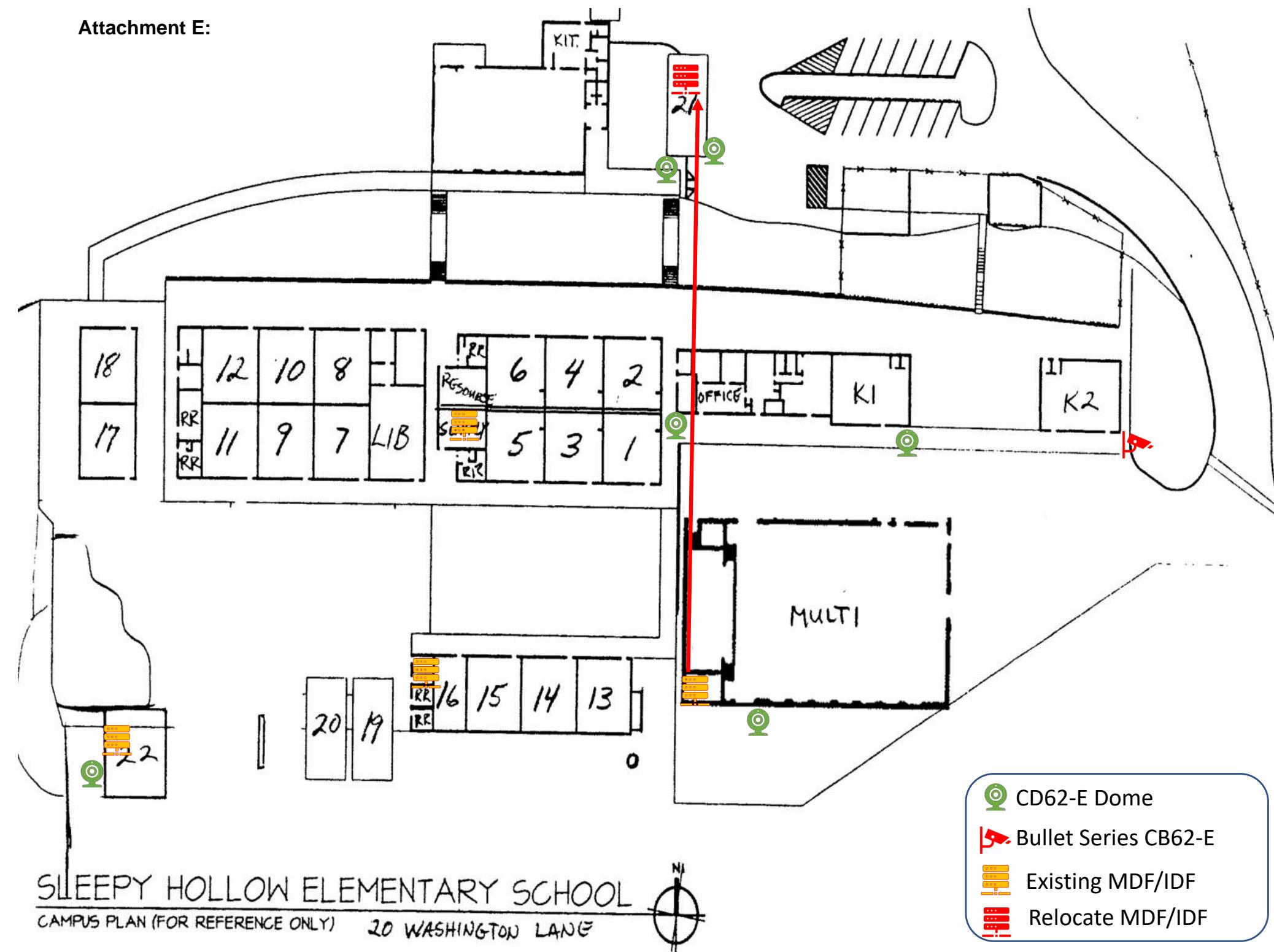
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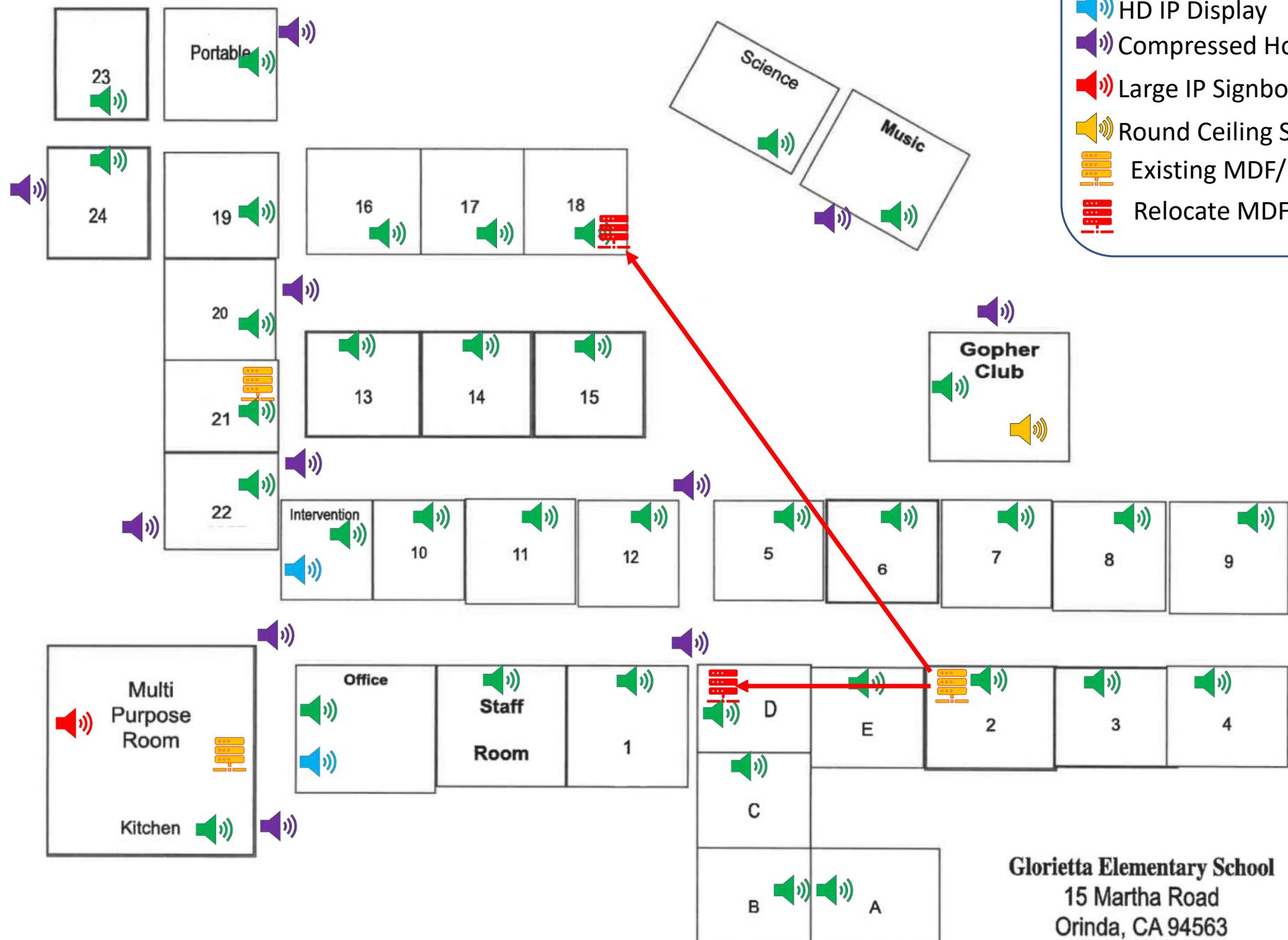
Attachment E:



Attachment E:



Attachment F:



Glorietta Elementary School
15 Martha Road
Orinda, CA 94563

Attachment G:

Long Version Label

DAHS • BLD07 • RM 204/1DF7 • 7-1114 • 7-204-W6A-68 • AP #068
site ID Bldg ID Km location 1DF# 1DFRM
+ Bldg Patch Panel Port
Name AP #

Short version label

Patch Panel Label

• 001 • 00A • 09
Rm # Cable AP or
Type Camera #

Wrap around label in field

1001 • IDF 1. A120
Rm # IDF location

Modified version for Security Cameras

Camera # . IDF #

4/12/2022