REQUEST FOR BID PROPOSAL

The Winton School District (WSD) plans to apply for various eligible services for E-Rate Year 2027. The E-Rate Year 2027 will start 7/1/2027 and end 6/30/2028. The recurring services for E-Rate Year 2027 may start as early as 7/1/2027 and end 6/30/2028 (or beyond for contracts up to 5 years).

This Request for Proposal (RFP) serves as notice that WSD will accept bid proposals from qualified vendors for network equipment and data cabling.

WSD reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of WSD.

The bid documents must be received by **Friday, January 15, 2027, at 2:00:00 PM (Pacific) or earlier**, in a sealed envelope, identified by bid identifier "**WSD E-Rate Year 2027 RFP Bid # WSD-ERATE-2027-01**", and addressed to Information Technology, Winton School District, 7000 N. Center Street, Winton, CA 95388. WSD shall use the official U.S. time that is provided by the website https://www.time.gov to determine if the submission has met the deadline.

Vendors may obtain the Request for Proposal (RFP) and any applicable Addenda through the Winton School District's website: **https://www.winton.k12.ca.us/District/2096-WSD-E-rate-2027.html**

Alternatively, vendors may request a copy of the RFP by contacting Seng Thao at (209) 381-6763 or via email at **erate.winton@mcoe.org**. Please use the following subject line when submitting your email request: "**Request for WSD E-Rate Year 2027 RFP Bid # WSD-ERATE-2027-01"**

NOTE: It is the total responsibility of the Vendor to return bids to WSD by the required date, time, and place. The WSD District Office hours are 8:00 AM - 4:00 PM Monday through Friday. The WSD District Office is closed daily between 12:00 noon and 1:00 PM, on weekends, on November 11,25 through 27, 2026; December 24 and 25, 2026; January 1 and 18, 2027; February 15 and 19, 2027. **WSD cannot receive bids after office hours or when the office is closed.** If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Winton. **LATE BIDS WILL BE REJECTED.**

This RFP is let pursuant to Public Contract Codes 20111, 20118.2, and 22000.

All public works projects shall be subject to compliance monitoring and enforcement by the department of industrial relations.

Pursuant to California Labor Code sections 1725.5 and 1771.1 all public works contractors and subcontractors must be registered with the department of industrial relations.

See Lao
Superintendent, Winton School District

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LEGAL AD TO RUN: **11/25/2026 and 12/2/2026**

Merced Sun-Star

Bid Requirements

This document serves as a Request for Proposal (RFP) for vendors to bid on WSD needs for **network equipment and data cabling**.

Vendors who are interested in bidding may request a copy of the RFP from Seng Thao by calling (209) 381-6763 or by emailing **erate.winton@mcoe.org** with a subject line of "**Request for E-Rate Year 2027 RFP Bid # WSD-ERATE-2027-01**". **[Note: vendors should follow up with a phone call if they did not receive a copy of the E-Rate Year 2027 RFP Bid # WSD-ERATE-2027-01" within 48 hours of the email request].**

Vendors who are bidding on items under the **DATA CABLING** section **MUST** attend a **MANDATORY BIDDERS MEETING** to discuss detailed technical specifications. **Vendors who FAIL to attend the MANDATORY BIDDERS MEETING will result in their bids for items under those sections to be rejected.**

The **MANDATORY BIDDERS MEETING** will be held on **Thursday, December 10, 2026 at 10:00 AM** at the Winton District Office, 7000 N. Center Street, Winton, CA 95388.

All vendors are responsible for bringing their copy of the WSD E-Rate Year 2027 RFP along with the technical specifications that are included in this RFP.

WSD requests that vendors indicate their interest in attending the bidders meeting by sending an email to **erate.winton@mcoe.org** by 4:00 PM on Wednesday, December 9, 2026.

Please direct all questions regarding this RFP and/or specific item(s) 470-nnn-27 in this RFP to **Seng Thao** at **erate.winton@mcoe.org.** Please use "**Questions about E-Rate Year 2027 RFP Bid # WSD-ERATE-2027-01**"on the email subject line. All questions must be received before 4:00 pm on **Friday, December 11, 2026**.

In compliance with E-Rate rules, a **Service Provider Identification Number (SPIN)** will be required, i.e, vendors must possess a SPIN to participate in the E-Rate Program. Therefore, vendors are requested to provide their SPIN as part of their bid response. To obtain a SPIN please refer to the USAC website at https://www.usac.org/service-providers/get-started/

Telecommunications Services Providers must be an eligible telecommunications services provider (common carriers) with a telecommunication services SPIN. Proposals from vendors not meeting this criterion may be automatically considered as non-responsive.

Preference will be given to telecommunications service providers that offer the California Teleconnect Fund (CTF) 50% discount on the non-E-Rate portion of CTF-eligible services and assume responsibility for "stacking" of discounts.

Each item on the RFP (called item 470) is identified by ITEM 470-nnn-27. For each item 470 tendered, vendors are requested to state the applicable prices and the **TOTAL BID PRICE** (if requested on the form). Vendors may include supplemental information such as product specifications, documentation samples, testimonials, etc.

Vendors shall include a separate quotation for each item 470 tendered. Please refer to the heading in each section of the RFP for details on the specific information to be included in the quotation.

All bid prices shall be valid for a minimum of **180** days AFTER the date of the E-Rate Year 2027 Funding Commitment Decision Letter. In the event of a price decrease for a service or a product, the price decrease shall be passed on to WSD and documented with new price sheet sent to WSD.

Each E-Rate eligible item 470 depends on partial funding from the E-Rate program. WSD expects each vendor to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate and Telecommunications Service Providers (CTF) programs. All contracts entered into as a result of these Form 470's will be contingent upon specific funding by the SLD. **The vendors will be responsible to bill the USAC Schools and Libraries Division for the DISCOUNTED portion applicable to a particular Form 471 Funding Request Number (FRN).** Such vendors are known as **Service Provider Invoicing (SPI) and Telecommunications Service Providers (CTF) vendors**, as used herein.

The vendors shall NOT submit any billing or perform any work BEFORE July 1, 2027. In addition, vendors shall NOT perform any work until a purchase order or a notice to proceed has been received from WSD, AND, until an APPROVED Funding Commitment Decision Letter (FCDL) has been received from E-Rate.

RFP Updates/Changes/Addenda

All RFP addenda, if any, will be published by **Wednesday, December 16, 2026**. Vendors may obtain the RFP addenda by accessing the USAC E-Rate Productivity Center (EPC) Portal and searching for the RFP addenda for Billed Entity Number (BEN) 144435. The USAC E-Rate Productivity Center (EPC) Portal is located at https://portal.usac.org/suite/. **[Note: vendors who do not have an account in EPC or need assistance, should call the Schools & Libraries Client Service Bureau (CSB) at (888) 203-8100].**

In addition, vendors may obtain the RFP addenda from: **https://www.winton.k12.ca.us/District/2096-WSD-E-rate-2027.html**

Furthermore, vendors may request the RFP addenda from Seng Thao, by calling (209) 381-6763 or by emailing **erate.winton@mcoe.org** with a subject line of "**Request for E-Rate Year 2027 RFP Addenda WSD-ERATE-2027-01**". **[Note: vendors should follow up with a phone call if they did not receive the addenda within 48 hours of the email request].**

Bid Submission Documents

Bidder understands that all bids are to comply with the General Conditions included herein and submit the following in their bid proposals –

1. The ORIGINAL & COMPLETE bid, signed in BLUE ink, containing ALL pages of the RFP and addenda, with actual bid amounts indicated in the appropriate areas, and separate quotations.

2. **One photo-copy of ALL pages of the COMPLETE bid with addenda.**

3. Two (2) copies of all product information specifications or any other submittals.

4. Service Provider Identification Number (SPIN).

5. Telecommunications Service Providers shall provide monthly unit pricing for each component of the service, and indicate their eligibility as a CTF vendor where requested. If there is no indication, the vendor will be presumed as ineligible in administering CTF discounts.

6. All vendor invoices are to be accompanied by the "**CONDITIONAL WAIVER AND RELEASE UPON PAYMENT**" form that is found in this RFP.

7. For NON TELECOMMUNICATION PROVIDERS

   a). **Bid Bond of TEN PERCENT (10%) of the aggregate amount of all NON TELECOMMUNCATION items bid.** Bid bonds may be reduced to the respective amounts awarded. Bid Bond shall assure the maintenance of prices bid for **180 days** after the date of the E-Rate 2027 Funding Commitment Decision Letter to WSD.

   b). Pursuant to Civil Code 9550 and 9554, payment bonds are required when the expenditure for public works exceeds $25,000.

   Upon award of any contract considered "Public Works Project", Performance Bond shall be provided to WSD upon receipt of the WSD purchase order. The Performance Bond is to assure the completion of public works projects and/or complete delivery of material, equipment,

supplies, and/or services within **120 days** after the date of the WSD purchase order (or within E-Rate guidelines), in addition to all other terms and conditions of the Agreement (an example of which, is included herein), **Performance Bond shall be ONE HUNDRED PERCENT (100%) of the total amount awarded.**

Payment Bond shall be required for ONE HUNDRED PERCENT (100%) of total amount awarded (pursuant to Civil Code §9550, §9554, et. al).

8. Vendor shall bear the costs of procuring all surety bonds that are required in this RFP. Since SURETY/BOND costs are considered as "normal" business costs, the bidder shall NOT include such costs in the bid for each item 470.

Bids must be returned in a sealed envelope, identified by **bid identifier "E-Rate Year 2027 RFP Bid # WSD-ERATE-2027-01"**, and addressed to **Attention: Information Technology, , Winton School District, 7000 N. Center Street, Winton, CA 95388.**

THE UNITED STATES POSTAL SERVICE (USPS) WILL NOT DELIVER THE BIDS TO THE WINTON SCHOOL DISTRICT OFFICE LOCATION.

WSD RESERVES THE RIGHT TO DEEM ANY BID SUBMISSIONS THAT FAIL TO MEET THE CONDITIONS SPECIFIED IN THE **BID SUBMISSION DOCUMENTS** SECTION AS NON-RESPONSIVE AND THEREFORE, REJECT SUCH BID SUBMISSIONS.

WSD WILL REJECT ANY BID SUBMISSIONS SENT VIA EMAIL AND/OR FAX.

Bid Submission Deadline

The deadline for submitting bids is **Friday, January 15, 2027 at 2:00:00 PM (Pacific)**. WSD shall use the official U.S. time that is provided by the web site http://www.time.gov to determine if the submission has met the deadline.

NOTE: It is the total responsibility of the Vendor to return bids to WSD by the required date, time, and place. The WSD District Office hours are 8:00 AM - 4:00 PM Monday through Friday. The WSD District Office is closed daily between 12:00 noon and 1:00 PM, on weekends, on November 11,25 through 27, 2026; December 24 and 25, 2026; January 1 and 18, 2027; February 15 and 19, 2027. WSD cannot receive bids after office hours or when the office is closed. If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Winton. LATE BIDS WILL BE REJECTED.

Bid Opening

A public bid opening will be held on **Friday, January 15, 2027 at 2:00:00 PM**.

Bid Assessment

WSD shall award bids pertaining to ***Public Works Projects*** to the lowest, responsive, responsible bidder.

With the **exception** of bids pertaining to ***Public Works Projects***, WSD shall evaluate all valid bids deemed responsive on the following criteria

1. Price/Charges
2. Meets technical specifications and design
3. Prior experience
4. SPI vendor
5. Impact to WSD cash flow
6. Non E-Rate eligible charges

Pursuant to Public Contract Code §20118.2, the weighted relevance of the evaluation criteria is ranked above with #1 (Price/Charges criterion) having the greatest weight followed by #2 through #6 (some weighted equally).

For each item 470 tendered, a score on a scale of 0 – 5 shall be assigned for each of the above criteria. In general, a score of 5 shall indicate the BEST, a score of 1 shall indicate the WORST, and a score of 3 shall indicate UNKNOWN/SATISFACTORY/AVERAGE, except

- SPI vendor – a score of 5 shall be assigned if the bidder is an SPI vendor, while a score of 1 shall be given if the bidder is NOT an SPI vendor.

A score of ZERO (0) shall be assigned to ALL criteria for bids that do not meet technical specifications.

Please refer to **APPENDIX 2** for a sample of the Bid Assessment Form.

For bids on leased dark fiber, WSD shall evaluate the cost effectiveness of dark fiber (leased, IRU, special construction) vs. lit fiber services over a period of up to 20 years.

DATA CABLING

Each ITEM 470-DWxx-27 and ITEM 470-SPxx -27 (under the "ITEM 470") in this section is considered as separate cabling projects and shall be evaluated as separate cabling projects. However, an ITEM 470 (e.g 470-DW1-27) may consist of several parts (470-DW1A-27, 470-DW1B-27, etc). All these parts will be evaluated as a SINGLE cabling project.

In the bid response to each item 470 in this section, the vendor shall state the total bid price of the complete cabling project in the **TOTAL BID PRICE** column. The vendor shall also include a separate quotation for each of the item 470s that is in the bid response. The quotation shall indicate the itemized materials, labor costs, freight, sales tax, etc.. The itemized materials shall include the part number, make/model, part description, unit cost, total costs, and quantities used. The vendor shall separate the eligible e-rate items (with totals) and the non-eligible e-rate items (with totals) on the quotation. [Note: "normal" business costs, such as, but not limited to, SURETY/BOND costs, overhead costs, etc. shall NOT be shown on the itemized quotation].

THIS WORK SHALL BE CONSIDERED AS PUBLIC WORKS PROJECT PURSUANT TO PUBLIC CONTRACT CODE §22000 AND SHALL BE SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.

PURSUANT TO CALIFORNIA LABOR CODE SECTIONS 1725.5 AND 1771.1 ALL PUBLIC WORKS CONTRACTORS AND SUBCONTRACTORS MUST BE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.

Complete installation, termination, commission of data cabling to provide connection at sites/locations that are listed in the table below. Refer to APPENDIX 3A and APPENDIX 3B for details.

WSD reserves the right to award all data cabling projects to one vendor.

ITEM 470	SITE/LOCATION	DESCRIPTION	TOTAL BID PRICE
ITEM 470-DW1-27	Sybil Crookham Elementary School	470-DW1-27 – Data cabling for Sybil Crookham Elementary School	

NETWORK EQUIPMENT

In the bid response to each ITEM 470 in this section, the vendor shall state the total bid price of all the network equipment in the **TOTAL BID PRICE** column. The vendor shall also include a separate quotation for each of the ITEM 470 in the bid response. The quotation shall indicate each piece of equipment, freight, sales tax, etc. The equipment information shall include the part number(s), make/model, part description, unit costs, total costs, and quantity. The vendor shall separate the eligible e-rate items (with totals) and the non-eligible e-rate items (with totals) on the quotation. [Note: "normal" business costs, such as, but not limited to, SURETY/BOND costs, overhead costs, etc. shall NOT be shown on the itemized quotation].

Network equipment to support Category One broadband service, connectivity, and/or WiFi access at sites/locations that are listed in the table below. Refer to APPENDIX 3 for details. Equipment is needed to AUGMENT EXISTING WSD's network infrastructure. Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in the equipment list. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

WSD reserves the right to award all network equipment to one vendor.

All equipment included in the vendor's proposal must be new and from an authorized reseller of the manufacturer's product for which they are quoting. No refurbished or grey-market gear will be accepted.

ITEM 470	SITE/LOCATION	DESCRIPTION	TOTAL BID PRICE
ITEM 470-NW1-27	Sybil Crookham Elementary School	Network equipment for Sybil Crookham Elementary School	
ITEM 470-NW2-27	Winton Middle Elementary School	Network equipment for Winton Middle Elementary School	
ITEM 470-NW3-27	Frank Sparks Elementary School	Network equipment for Frank Sparks Elementary School	
ITEM 470-NW4-27	Winfield Elementary School	Network equipment for Winfield Elementary School	

BID PREPARATION

1. Before submitting a bid, each bidder is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each bidder must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.

2. Bidders are encouraged to return the bids on forms furnished by the Winton School District (WSD). The Winton School District (WSD) reserves the right to disqualify bids that are not returned on forms furnished by the Winton School District (WSD). WSD requests two copies (the original plus one copy) of all bid pages and additional information or supporting documentation.

3. NOTE: It is the total responsibility of the Vendor to return bids to WSD by the required date, time, and place. The WSD District Office hours are 8:00 AM - 4:00 PM Monday through Friday. The WSD District Office is closed daily between 12:00 noon and 1:00 PM, on weekends, on November 11,25 through 27, 2026; December 24 and 25, 2026; January 1 and 18, 2027; February 15 and 19, 2027. **WSD cannot receive bids after office hours or when the office is closed.** If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Winton. **THE UNITED STATES POSTAL SERVICE (USPS) WILL NOT DELIVER THE BIDS TO THE WINTON SCHOOL DISTRICT OFFICE LOCATION. LATE BIDS WILL BE REJECTED**.

4. Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.

5. Bidders are encouraged to enter all information requested in the appropriate space on the form. Corrections, if necessary, must be initiated by the person signing the bid, in the margin adjacent to the correction. Please sign the bids in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents MAY cause rejection of the bid.

1. Unless otherwise requested by the WSD, all items supplied pursuant to this bid shall be new and unused.

APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS

1. Vendors may propose to furnish alternatives or substitutes for a particular item specified in the RFP Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Vendor certifies to WSD in writing that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to WSD that the use of the substitution or alternative is appropriate and will not result in an increase to the Contract Price. The Vendor shall submit engineering, construction, dimension, visual, aesthetic and performance data, and samples if requested by/to WSD to permit proper evaluation of the proposed substitution or alternative. If requested by WSD, Vendor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the WSD deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Vendor shall not provide, furnish or install any substitution or alternative without WSD's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining WSD review and final action of the same shall be subject to removal and immediate replacement with the specified item(s) in the RFP. The WSD decision evaluating the Vendor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Vendor

and which is accepted by WSD; provided, however, that in the event a substitution or alternative accepted by WSD and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Vendor's furnishing and/or installation of such approved substitution or alternative. The Vendor shall be solely responsible for all costs and fees incurred by WSD to review a proposed substitution or alternative, including without limitation fees of WSD, of any WSD consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Vendor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, **all requests for the Vendor's review and approval of any proposed substitution or alternative and all engineering and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Vendor by Friday, December 11, 2026** as specified herein. Any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished, or installed by Vendor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

2. Final approval of a functional equivalent system shall be determined at the time of job completion. The filing of Form 486 will remain pending until installation is complete and tested to be functionally equivalent.

   Failure to provide the "precise functional equivalent" shall result in the removal of the functional equivalent system at the contractor's expense. In that event, WSD will not be financially responsible for the payment of the "functional equivalent" system and the labor to install that system.

3. Throughout this RFP, technical specifications, attachments and possible amendments, numerous references may have been made to products or services from specific Original Equipment Manufacturers (OEMs), generally in the context of providing information about WSD's existing telecommunications and technology infrastructure. WSD hereby strongly emphasizes its belief in open and fair competitive bidding compliant with the rules of the E-Rate program as well as all applicable state and local rules. Mention of brands is purely intended to convey required functional or quantitative information about the products and services in use. For each such reference, the phrase "or equivalent functionality" is hereby inserted by reference, especially where a description might be interpreted to convey possible future services sought. WSD seeks the most cost effective and compatible solutions consistent with the RFP requirements.

4. The following types of equipment must include the specific functions (as stated below) to be compatible with the current network environment and be deemed functionally equivalent

   a). Network switches must support the following functions

      i). CDP

      ii). VTPv3

      iii). IPv6

      iv). QoS

      v). NetFlow

   b). Routers must support the following functions

      i). EIGRP

      ii). QoS

      iii). NetFlow

   c). Wireless devices must support the following functions

      i). Current 802.11 wireless specifications

      ii). Ability to map Active Directory OU to VLAN

iii). QoS

iv). Switch port auto configuration for Access Points

v). Cisco Prime Infrastructure software

5. Substitutions that may interfere with manufacturer warranty or support will NOT be permitted

PRICES

1. All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.

2. Prices shall remain firm and in effect for a minimum of one hundred eighty (180) days after the date of the E-Rate Year 2027 Funding Commitment Decision Letter, unless a longer period is specified by the vendor (if so, specify on bid forms).

CASH DISCOUNTS

1. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the WSD shall be in no case less than twenty (20) days. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the WSD, but such discounts shall not be considered for the purpose of bid evaluation.

2. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the WSD Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the WSD warrant.

RENEWAL OF ONGOING SERVICE

1. WSD may wish to extend service(s) on a month-to-month basis. Please include options for TWO (2) extensions of service(s). Each extension shall be on a month-to-month basis for ONE (1) year following the initial agreement or extension. The option to extend the service(s) shall be in writing and subject to the availability of funds in subsequent years

BID CLARIFICATION, CHANGES, ADDENDA

1. Any request(s) for clarification on or correction to the bid documents must be submitted to the WSD via e-mail. The contact information is found in APPENDIX 1 of this document.

2. Changes in the bid documents shall be made by addenda. All addenda issued during the time of bidding shall be incorporated into the bid.

3. The WSD will not be responsible for oral interpretations.

ACTUAL CONDITIONS

1. VENDOR shall be responsible for examining actual site(s) and certify all measurements, specifications, and conditions affecting the work to be performed at the site(s).

2. By submitting a bid, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.

4. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

DELIVERY / RISK OF LOSS OR DAMAGE

1. Unless otherwise requested all items supplied to the WSD shall be bid F.O.B. destination (U.C.C. 2-319 (1). a.). The bidder is required to absorb all delivery costs. The WSD shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).

2. The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.

3. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the WSD.

TAXES

1. State and local taxes and all other applicable taxes are to be included in bids.

LIABILITIES

1. The Vendor or Vendor shall save, defend, hold harmless, and indemnify the WSD against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.

2. The Vendor or Vendor shall hold the WSD, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at his own expense, any and all actions brought against the WSD or himself because of unauthorized use of such articles.

BONDS FOR NON-TELECOMMUNICATIONS RELATED ITEMS / PUBLIC WORKS PROJECTS

1. Bids for non-telecommunication related items must be accompanied by one of the following forms of bidder's security: (1) a cashier's check made payable to the WSD; (2) a certified check made payable to the WSD; or (3) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the WSD in the form set forth in the contract documents. Such bidder's security must be in an amount not less than TEN PERCENT (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and

will provide the required Performance and Payment Bonds and insurance certificates. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

2. Separate payment and performance bonds, each in an amount equal to ONE HUNDRED PERCENT (100%) of the total contract amount, are required, and shall be provided to the WSD prior to execution of the contract and shall be in the form set forth in the contract documents.

3. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

INSURANCE

1. The Vendor agrees to maintain insurance adequate for protection from claims under Workers Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract.

2. The Vendor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

DEFAULT BY BIDDER

1. In case of default by bidder, the WSD may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the WSD. Prices paid by the WSD shall be considered the prevailing market price at the time such purchase is made.

2. Default by the bidder may be sufficient cause to remove bidder from the approved Vendor list for subsequent bids.

3. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

ATTORNEY FEES / LEGAL FORUM

1. In the event that suit or action is brought by either party in this contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.

2. The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction IN CLOSEST PROXIMITY to Merced County, California.

ASSIGNMENT OF CONTRACT

1. The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the WSD and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

WARRANTY

1. The Vendor warrants that the services and items provided shall be merchantable within the meaning of Articles 2313-2317, et. seq. of the California Commercial Code in effect on the date of this offer. In addition to all warranties which may be prescribed by law, the item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.

2. The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the WSD, they will be free from defects in design.

3. Such warranties for any equipment provided, including warranties prescribed by law, shall run to WSD, its successors, assigns, and customers, and to users of the items, for a period of *one (1) year*, after delivery, or such longer period as may be prescribed by law or by additional agreement.

AWARD OF BID

1. For Public Works projects, WSD will award bids to the lowest responsive and responsible bidder(s). (P.C.C. 20111). Refer to BID ASSESSMENT section of the RFP for bid assessment criteria.

2. Non Public Works projects - due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of WSD, the school district will consider, in addition to price, other factors/criteria that WSD deems appropriate when awarding contracts for technology, telecommunications, related equipment, software, and services (P.C.C. 20118.2). Please refer to BID ASSESSMENT section of the RFP for bid assessment criteria.

3. WSD reserves the right: (1). to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the WSD, price and other factors considered

WITHDRAWAL OF BID

1. Any bidder may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

BID PROTEST PROCEDURE

1. Any Bidder submitting a Bid Proposal to the WSD may file a protest of the WSD's intent to award the Contract provided that each and all of the following are complied with:

    a. The bid protest is in writing;

    b. The bid protest is filed and received by WSD's Chief Business Officer, not more than five (5) calendar days following the date of issuance of the WSD 's Notice of Intent to Award the Contract; and

c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

2. Any bid protest not conforming to the foregoing shall be rejected by WSD as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the WSD Chief Business Officer shall review and evaluate the basis of the bid protest. The WSD Chief Business Officer shall provide the bidder submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the WSD District Superintendent will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. A determination by the WSD District Superintendent relative to a bid protest shall be final and not subject to appeal or reconsideration. All the above requirements, including a final determination by the WSD District Superintendent, shall be express conditions precedent to the institution of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the WSD is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

OSHA COMPLIANCE / MATERIAL SAFETY DATA SHEETS

1 The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

INSPECTION / ACCEPTANCE

1. All items provided under this bid shall be subject to inspection and test by the WSD. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the WSD.

2. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the WSD shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the WSD, corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

3. If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the WSD either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the WSD thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled “Default.”

4. Unless the Vendor corrects or replaces such supplies within the delivery schedule, the WSD may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.

5. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud

GENERAL CONDITIONS

PERMITS AND LICENSES

1. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.

2. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

INVOICES AND PAYMENTS

1. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the WSD Accounting Office, 7000 N. Center Street, Winton, CA 95388. All invoices and packing lists must reference the WSD Purchase Order number.

2. Terms are net 30 days for the portion to be paid by Winton School District following acceptance and satisfactory operation of network equipment and services. Winton School District is not responsible for portion and payment terms as set out by the Schools & Libraries Corporation for E-Rate.

3. All vendor invoices are to be accompanied by the "**CONDITIONAL WAIVER AND RELEASE UPON PAYMENT**" form that is found in this RFP.

BID DOCUMENTS AND SAVINGS CLAUSE

1. The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information.

2. Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of this contract.

3. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

4. The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

PREVAILING WAGE

1. If the CONTRACTOR employs workers and the bid is for a "public project" (i.e., construction) greater than $1,000 in value, the CONTRACTOR hereby agrees that the project described in this Invitation for Bids is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.

2. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. CONTRACTORS must pay any labor therein described or classified in an amount not less than the rates specified. Wages rates are available at the Department of Industrial Relations (http://www.dir.ca.gov/dlsr/main.htm). However, this does not relieve the Contractor or Subcontractor for paying the latest up-to-date Wage Rates as set forth by the California Labor Code.

Specify that all labor provided in this proposal shall be performed in accord with the California Labor Code

3. In a timely manner following completion of the project, the CONTRACTOR agrees to provide the WSD with certified payroll records for each employee of the CONTRACTOR and all subcontractors who worked on the project.

4. The CONTRACTOR understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the WSD until the contract is complete, and WSD is in possession of complete certified payroll records for all work performed by the CONTRACTOR and all subcontractors in connection with this contract and is satisfied that prevailing wages are paid to employees on this project.

SUPPLEMENTARY CONDITIONS
(PUBLIC WORKS PROJECTS)

COMPLIANCE WITH LAWS

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(A)].

2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3. Public Works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within five (5) days, notify "WSD" in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

   The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said work.

BID DOCUMENTS AND SAVINGS CLAUSE

1. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the work called for in the contract documents.

2. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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

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

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and the bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

*DESIGNATION OF SUBCONTRACTORS FORM

This Form Must Be Submitted With Your BID

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	Contactor License Number of Subcontractor	Public Works Contractor Registration Number of Subcontractor

Add Additional copies of this Form if necessary (all copies must be signed).

Date: _____

Bidder/Company Name (dba): _____

Bidder/Company Address (Street, City, ZIP): _____

Bid Preparer (officer/agent completing this bid): _____

_____ Phone: _____
Signature of Bidder (office/agent completing this bid)

By Signing Below, the above Bidder acknowledges that NO subcontractor(s) will be used in any of the projects bid on this RFP:

_____
(Signature of Bidder)

Do not sign if sub-contractor have been acknowledged above.

WORK OF THE CONTRACTOR OR SUBCONTRACTOR

1. The work of the Contractor or Subcontractor shall include all labor, materials, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents before preparing and submitting any bid.

UTILITIES

1. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the WSD, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the WSD has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to the agreement **OFFER TO THE WSD**.

2. The WSD has endeavored to determine the existence of utilities at the Site of the Work from the records of the WSD of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

   No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the WSD's representative as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

   Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas, and telephone and meet with said utilities prior to the start of any work.

3. In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

   When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.
   When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear

all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the WSD will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with **CHANGES IN THE WORK** section or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with **CHANGES IN THE WORK** section herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

WSD'S RIGHT TO CARRY OUT THE WORK

1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract, including, but not limited to:
    a. Failure to supply adequate workers on the entire Project or any part thereof;
    b. Failure to supply a sufficient quantity of materials;
    c. Failure to perform any provision of this Contract;
    d. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
    e. In the case of bona fide emergency;
    f. Failure to order materials in a timely manner;
    g. Failure to prepare deferred-approval items or shop drawings in a timely manner;
    h. Failure to comply with Contractor's schedule which would result in a delay to the critical path;
    i. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

    If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a five-day period after receipt of written notice or a shorter time period expressly stated in the written notice from the WSD in an emergency situation) to commence and continue correction of such default with diligence and promptness, the WSD may correct such deficiencies without prejudice to other remedies the WSD may have, including those set forth in Article 14 after providing five-day written notice to Contractor and Surety. If during this five (5) day period, Surety personally delivers notice to WSD that it intends to perform such work, WSD shall allow Surety seven (7) days to perform. In an emergency situation, the WSD may correct such deficiencies without prejudice to other remedies the WSD may have, including those set forth in Article 14 after providing 48 hours notice to the Contractor. In either case, the Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted

from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the WSD

2. Right to Remove - WSD shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

STAFF

1. Notwithstanding other requirements of the contract documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract.

2. Right to Remove - WSD shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

LABOR AND MATERIALS

1. Unless otherwise specified, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2. Quality - unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the technical specifications. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the WSD, including furnishing the WSD with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades and shall be of the same or higher quality as with the standards of other installations.

3. Replacement - any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the technical specifications, may be disapproved by the WSD, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the WSD.

4. Delivery of Material - Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the time frame for the delivery of Work as set forth in **OFFER TO WSD** agreement. Contractor shall, upon demand from the WSD, furnish to the WSD documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed.

5. Liens and Other Security Interests of Subcontractors and Material Suppliers - No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and

appurtenances constructed or placed thereon by it, to WSD free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise WSD as to its owner within five (5) days of such installation in writing, prior to making the installation.

6. Title to Materials - the title to new materials or equipment for the Work of this Contract, and attendant liability for its protection and safety, shall remain with Contractor until incorporated in the Work of this Contract and accepted by the WSD and Architect; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the WSD or its authorized representative.

7. Assemblies - for all material and equipment specified or indicated in the technical specifications, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated nor mentioned on the technical specifications that can legitimately and reasonably be inferred to belong to the Work described or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

8. Noise Control - the Contractor shall be responsible for the installation of noise reducing devices on construction equipment. The contractor shall comply with the requirements of the city and county having jurisdiction with regards to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the WSD's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the WSD's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall Contractor have a right to receive additional compensation or an extension to the contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction, if applicable.

WARRANTY

1. The Contractor warrants to the WSD and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to WSD includes, but is not limited to the following representations:

    a. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by WSD and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a three (3) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to

WSD, ordinary wear and tear, unusual abuse or neglect excepted. WSD will give notice of observed defects with reasonable promptness. Contractor shall notify WSD upon completion of repairs.

b. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, WSD is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

c. If, in the opinion of the WSD, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the WSD, the WSD will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the WSD's requirements for correction within a reasonable time as determined by the WSD, the WSD may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the WSD will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

d. 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. Contractor shall furnish WSD all appropriate guarantee or warranty certificates upon completion of the project.

CUTTING AND PATCHING

1. Scope

a. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

i. Make several parts fit together properly.
ii. Uncover portions of Work to provide for installation of ill-timed Work.
iii. Remove and replace defective Work.
iv. Remove and replace Work not conforming to requirements of Contract Documents.
v. Remove Samples of installed Work as specified for testing.
vi. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
vii. Attaching new materials to existing remodeling areas - - including painting (or other finishes) to match existing conditions.

b. The contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work.

c. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to WSD.

d. All costs caused by defective or ill-timed work shall be borne by Contractor.

e. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

f. In addition to Contract requirements, upon written instructions from the WSD, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract;

remove samples of installed materials for testing as directed by the WSD; and remove Work to provide for alteration of existing Work.

g. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

2. Submittals

a. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

i. The Work of the District or other trades.
ii. Structural value or integrity of any element of Project.
iii. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
iv. Efficiency, operational life, maintenance, or safety of operational elements.
v. Visual qualities of sight-exposed elements.

b. Contractor's Request shall also include:

i. Identification of Project.
ii. Description of affected Work.
iii. Necessity for cutting, alteration, or excavations.
iv. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
v. Description of proposed Work:
- Scope of cutting, patching, alteration, or excavation.
- Trades that will execute Work.
- Products proposed to be used.
- Extent of refinishing to be done.

vi. Alternates to cutting and patching.
vii. Cost proposal, when applicable.
viii. The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
ix. Written permission of other trades whose Work will be affected.

3. Quality Assurance

a. New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the WSD. Work done contrary to such authority is at the Contractor’s risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor’s responsibility.

b. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

c. The contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match

existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

4. Payment for Costs

   a. Cost caused by ill-timed or defective Work or Work not conforming to the Contract, including costs for additional services of the WSD, will be paid by Contractor and/or deducted from the Contract by the WSD.

   b. The WSD shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the WSD, other than defective or nonconforming Work, will be paid by the WSD on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

5. Materials

   a. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the WSD.

   b. Materials to be cut and patched include those damaged by the performance of the Work.

6. Inspection

   a. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating, and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

   b. The contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

7. Preparation

   a. The contractor shall provide shoring, bracing and support as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

   b. Contractor shall provide devices and methods to protect other portions of Project from damage.

   c. The contractor shall provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. The contractor shall keep excavations free from water.

8. Erection, installation, and application

   a. With respect to performance, Contractor shall:

      i. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

      ii. Execute cutting and demolition by methods that will prevent damage to other Work and provide proper surfaces to receive installation of repairs and new Work.

iii. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage to settlement.

b. Contractor shall employ original installer or fabricator to perform cutting and patching for:

i. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

ii. Sight-exposed finished surfaces.

c. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract including, without limitation, the Drawings and Specifications.

d. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. The contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. The contractor shall maintain the integrity of both rated and non-rated fire walls, ceilings, floors, etc.

e. Contractor shall restore Work which has been cut or removed. The contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match the surrounding areas and surfaces.

f. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

9. Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the WSD's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the WSD, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract.

CLEANING UP

1. The contractor shall always keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. The contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities, and similar temporary facilities from Site.

The contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall always maintain the structures and Site in a clean and orderly condition until acceptance of the project by the WSD. The contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

2. In addition to the general cleaning, the following special cleaning shall be done at the completion of the work in accordance with the specifications including, but not limited to:

a. Remove putty stains from glazing, then wash and polish glazing.

b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained, or decorated work.

c. Remove temporary protection and clean and polish floors and waxed surfaces.

d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster, and paint.

e. Remove spots, soil, plaster and paint from tile work, and wash tile.

f. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.

g. Vacuum-clean carpeted surfaces.

h. Remove debris from roofs, down spout, and drainage system.

3. If the Contractor fails to clean up as provided in the Contract Documents, the WSD may do so, and the cost thereof shall be the responsibility of the Contractor and deducted from the next progress payment.

CHANGES IN THE WORK

1. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the WSD for a minor change in the Work as herein provided. WSD shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the WSD has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless a claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this section, all Change Orders shall be prepared and issued by the WSD and shall become effective when executed by the WSD.

2. Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and WSD and be subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that Contractor proceeds with any change in Work without first notifying WSD and obtaining the Architect's and WSD's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT WSD MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE WSD SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY

ROYALTIES AND PATENTS

1. Contractor shall hold and save the WSD and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the WSD, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the WSD.

INDEMNIFICATION

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

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

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

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

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

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

   Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the WSD and the State of California to a minimum level as set forth in this RFP and consistent with the language of **INDEMNIFICATION** section.

   The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the WSD, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work.

TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by the contractor for cause

    a. Grounds for termination - The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

        i. Issuance of an order of a court or other public authority having jurisdiction; or

        ii. An act of government, such as a declaration of national emergency.

    b. Notice of Termination - If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the WSD, terminate the Contract and recover from the WSD payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages

2. Termination by the WSD for cause

    a. Grounds for termination - the WSD may terminate the Contractor and/or this Contract for the following reasons:

        i. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

        ii. Persistently or repeatedly is absent, without excuse, from the job site;

        iii. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

        iv. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

        v. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

        vi. Otherwise is in substantial breach of a provision of the Contract.

    b. Notice of Termination - when any of the above reasons exist, the WSD may, without prejudice to any other rights or remedies of the WSD and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

        i. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

        ii. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the WSD (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the WSD which the WSD has chosen to accept; and

        iii. Complete the Work by any reasonable method the WSD may deem expedient, including contracting with a replacement contractor or contractors

    c. Payments Withheld - If the WSD terminates the Contract for one of the reasons stated in paragraph 2a above, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

3. Termination of contract by the WSD (contractor not at fault)

   a. Termination for Convenience

   WSD may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the WSD deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the WSD or Contractor make it impossible or against the WSD's interest to complete the work. In such a case, the Contractor shall have no claims against the WSD except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the WSD (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the WSD which the WSD has chosen to accept:

   b. Non-Appropriation of Funds/ Insufficient Funds

   In the event that sufficient funds are not appropriated to complete the Project or the WSD determines that sufficient funds are not available to complete the Project, WSD may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the WSD exercises this option, the WSD shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the WSD. WSD may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as WSD may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay, or interruption.

4. Remedies other than termination

   If a default occurs, the WSD may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to paragraph 2 above, do any of the following:

   a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the WSD may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the WSD on demand;

   b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the WSD may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the WSD's order and complete the same within the time period given by the WSD in its notice to the Contractor; or

   c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the WSD in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the WSD at the maximum legal rate. The WSD may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph 4b above, the Contractor shall replace the same with new work or materials approved by the WSD, and, at its own cost, shall repair or replace, in a manner and to the extent the WSD shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the WSD of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the WSD may have at law or in equity.

CERTIFICATION OF NON-COLLUSION

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid." (Public Contract Code, Section 7106).

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

_____ _____
Signature Date

VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

(c). For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation claims, witch certificate may be given upon furnishing proof satisfactory to the Director of ability to administer Workers' Compensation claims properly, and to pay Workers' Compensation claims that may become due it employees. On or before May 31, 1979, a political subdivision of the State which, on December 3, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provision 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 this contract.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace;

b. The person's or organization's policy of maintaining a drug-free workplace;

c. The availability of drug counseling, rehabilitation and employee-assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: _____ Contractor:_____

Signature of Authorized Agent or Representative: _____

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the WSD's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on WSD-owned or leased buildings, on WSD property and in WSD vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

WORKPLACE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Authorized Employee/Agent of Contractor]

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

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

OR

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

(1) The installation of a physical barrier at the worksite to limit contact with pupils.

(2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

DATE:_____

_____
CONTRACTOR

By:_____
Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

ATTACHMENT "A"

(BELOW INCLUDE ALL NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

* BID GUARANTEE FORM
(in lieu of BID BOND)

Accompanying this proposal is cash, a cashier's check or a certified check payable to the order of the **Winton School District** in an amount equal to TEN PERCENT (10%) of the base bid and alternates ($_____).

This cash or the proceeds of this check shall become the property of said **Winton School District**, if, this proposal shall be accepted by the **Winton School District** through the **Winton School District's** GOVERNING BOARD, and the undersigned fails to execute a contract with and furnish the sureties required by the **Winton School District** within the required time; otherwise, said cash or check is to be returned to the undersigned.

_____

Bidder

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in (Project Name: _____) has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agree to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ (_____) years from the date of the Notice of Completion of the above-mentioned structure by WSD, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fail to comply with the above-mentioned conditions within a reasonable period of time, as determined by the WSD, but not later than ten (10) days after being notified in writing by the WSD, the undersigned and its surety authorize the WSD to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the WSD's enforcement of this Guarantee.

	Countersigned
_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

BID 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 **Winton School District** (hereafter called "Owner") in the sum of _____ Dollars ($_____) 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 Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing.

NOW, THEREFORE,

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

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

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

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

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____

Title: _____

ATTEST: (if corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST:

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 for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)
a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

LABOR AND MATERIAL PAYMENT BOND
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Winton School District** (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: (Project Name: _____) (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the **Winton School District** and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum being not less than ONE HUNDRED PERCENT (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount

of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)
a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, WSD (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: (Project Name: _____) (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

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

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WSD in the sum being not less than 100% (ONE HUNDRED PERCENT) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

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

Surety shall remain responsible for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in (Project Name: _____) has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agree to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ (_____) years from the date of the Notice of Completion of the above-mentioned structure by WSD, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fail to comply with the above-mentioned conditions within a reasonable period of time, as determined by the WSD, but not later than ten (10) days after being notified in writing by the WSD, the undersigned and its surety authorize the WSD to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the WSD's enforcement of this Guarantee.

Countersigned

_____ (Proper Name)

By: _____

_____ (Signature of Subcontract or Contractor)

_____ (Proper Name)

By: _____

_____ (Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

CONTRACTOR'S CERTIFICATE
REGARDING PAYMENT OF PREVAILING WAGE

(This certification must be completed if bidding on a "public works project")

Labor Code Section 1771:

> "Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works…."

I am aware of the provision of Section 1771 et. Seq. of the Labor Code which require every employer to pay employees prevailing wage for public works projects, in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME:_____

TITLE:_____

SIGNATURE:_____

DATE:_____

The above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the WSD within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the WSD may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the WSD as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the WSD and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the WSD in its sole discretion.

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

   Attn: _____
   (Title) (Department)

   _____
   (Company)

   _____
   (Street Address)

   _____
   (City) (State) (Zip Code)

   (_____) _____
   (Telephone Number)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the WSD.

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

   Attn: _____
   (Title) (Department)

   _____
   (Company)

   _____
   (Street Address)

   _____
   (City) (State) (Zip Code)

   (_____) _____
   (Telephone Number)

DATE:_____ _____
CONTRACTOR

By:_____
Signature

CONDITIONAL WAIVER AND RELEASE UPON PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262 (D)(3)

Upon receipt by the undersigned of a check from Winton School District in the sum of $_____ payable to *(hereinafter Payee)* and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the Payee has on the job specified on Payee's invoice number _____ (*hereinafter Job*). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on this Job, except for disputed claims for additional work in the amount of $._____. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: Payee:

By:

Title:

***NOTE: CIVIL CODE 3262 (d)(3) PROVIDES**: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.*

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

"SPIN" NUMBER: _____

SERVICE PROVIDER INVOICING (SPI) (YES/NO): _____

CISCO PARTNER CERTIFICATION:

___ GOLD __ SILVER _____ OTHER (SPECIFY) _____

CA STATE CONTRACTOR LICENSE NUMBER: _____

CA PUBLIC WORKS CONTRACTOR REGISTRATION: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

OFFER TO THE WINTON SCHOOL DISTRICT (WSD)

*IN COMPLIANCE WITH THE GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS (IF APPLICABLE), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED BY WSD, WITHIN ONE HUNDRED EIGHTY (**180**) DAYS FROM THE DATE OF WSD'S PURCHASE ORDER, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.*

VENDOR TO COMPLETE PUBLIC WORKS PROJECTS OR DELIVERY OF MATERIALS, EQUIPMENT, SUPPLIES, AND/OR SERVICES WITHIN **120** DAYS AFTER DATE OF THE WSD PURCHASE ORDER OR ACCORDING TO E-RATE GUIDELINES, WHICHEVER OCCURS FIRST

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

RETURN ALL BIDS TO:

Information Technology
Winton School District
7000 N. Center Street
Winton, CA 95388
Telephone: (209) 357-6588
Bid Due Date and Time: Friday, January 15, 2027 at 2:00:00 PM (Pacific)

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APPENDIX 1

Please refer your questions regarding this RFP and/or specific item(s) 470-nnn-27 to the person listed below.

Seng Thao
Merced County Office of Education
632 West 13th Street
Merced, CA 95341

Telephone: (209) 381-6763
Email: erate.winton@mcoe.org

APPENDIX 2

E-Rate Bid Assessment Matrix (Winton School District)

Funding Year **2027**

Project or Service Description	470- -27

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score
Prices/Charges	35%						
Meets technical specifications and design	20%						
Prior experience	15%						
SPI Vendor (Yes=5, No=1)	10%						
Impact to WSD Cash Flow	10%						
Non E-Rate eligible charges	10%						
Overall Ranking	100%						

Vendor Selected:	
Approved By:	
Title:	
Date:	

Bid Assessment Comments, if needed:	

Notes:

* The weight of each criterion as determined by WSD. Percentage weights must add up to 100%. **Price must be weighted the heaviest.**

** Evaluated on a scale of 1 to 5: 1=worst, 5=best. 3=unknown/satisfactory/average (except for "Prices/Charges", "SPI vendor ")

*** Weight x Raw Score

Bids on Public Works Projects shall be awarded to the lowest RESPONSIVE & RESPONSIBLE bid

© E-Rate Central

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" of the RFP for guidelines on "FUNCTIONAL EQUIVALENT"

- **GENERAL CONDITIONS AND REQUIREMENTS** –

1. The installer shall attend a project kickoff meeting with Customer's IT staff and the General Contractor prior to the commencement of work.
2. Any work that is disruptive to the learning environment shall be performed during non-school hours.
3. Vendor shall return the classroom to its original state prior to leaving the work site.
4. The vendor shall also provide all items & supplies to complete the installation of items specified in this document.
5. The vendor shall properly seal all outdoor connections and building penetrations against weather.
6. The vendor shall mend/repair/repaint all damages due to the installation of items specified in this document.
7. The vendor shall utilize installers who are certified by the cabling manufacturers for all fiber and copper cabling installations specified in this document.
8. All fiber and copper cabling shall have a certified 25-year warranty with the cabling manufacturer. The warranty shall cover both parts and labor.
9. The vendor shall provide a hardcopy of the manufacturer certification(s) for each of their installer in the bid response.

- **RACEWAY & CABLING ACCESSORIES FOR DATA LOCATIONS** –

1. At locations that require NEW 3-channel raceway, the vendor shall install -
    a. Wiremold 3-channel raceway with dividers (part number 5500BD3). The vertical Wiremold raceway shall connect to the horizontal raceway via Wiremold Flat 90 degree elbow (part numbers 5511FO).
    b. ONE (1) Wiremold device bracket (part number 5550) on the horizontal 3-channel Wiremold raceway base (part number 5500BD3) at EACH location for DATA.
    c. ONE (1) Wiremold duplex faceplate (part number 5507D) and ONE (1) Panduit module frame on EACH Wiremold device bracket that covers the top-most channel of the 3-channel Wiremold raceway at locations requiring cables for DATA or TELEPHONE. The Panduit module frame part number shall be CF1064EIY or CF1062EIY depending on the number of DATA and/or TELEPHONE cables at each location.
    d. ONE (1) Wiremold blank faceplate (part number 5507B) shall be placed on EACH Wiremold device bracket that covers the middle channel of the 3-channel Wiremold raceway.
    e. ONE (1) Wiremold blank faceplate (part number 5507B) on EACH Wiremold device bracket that covers the bottom-most channel of the 3-channel Wiremold raceway.
    f. Appropriate data jacks

i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA

ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA

g. Panduit Category 3 UTP WHITE TELEPHONE jacks (part number CJ64WHY) at locations requiring cables for TELEPHONE.

h. Panduit blank covers (part number CMBEI-X) shall be installed to cover ALL unused data and telephone receptacles.

i. Wiremold covers (part number 5500C) to cover ALL opened sections of the 3-channel Wiremold raceway.

j. Appropriate Wiremold base seam clips (part number 5506B) and/or Wiremold elbows (part numbers 5511, 5511FO, 5517, 5517FO, 5518, 5518FO) to join ALL sections of the 3-channel Wiremold raceway base.

Exact locations of the data jacks and telephone jacks shall be determined during the site walk PRIOR to start of cabling work.

2. At locations that require NEW 2-channel raceway, the vendor shall install -

a. Wiremold 2-channel raceway with dividers (part number 5400TB). The vertical Wiremold raceway shall connect to the horizontal raceway via Wiremold Flat Elbow (part number 5411FO) or Wiremold Tee (part number 5415FO).

b. ONE (1) Wiremold device bracket (part number 5450) on the horizontal 2-channel Wiremold raceway base (part number 5400TB) at EACH location for DATA.

c. ONE (1) Wiremold duplex faceplate (part number 5507D) and ONE (1) Panduit module frame on EACH Wiremold device bracket that covers the top-most channel of the 2-channel Wiremold raceway at locations requiring cables for DATA or TELEPHONE. The Panduit module frame part number shall be CF1064EIY or CF1062EIY depending on the number of DATA and/or TELEPHONE cables at each location.

d. ONE (1) Wiremold blank faceplate (part number 5507B) on EACH Wiremold device bracket that covers the bottom-most channel of the 2-channel Wiremold raceway.

e. Appropriate data jacks

i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA

ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA

f. Panduit Category 3 UTP WHITE TELEPHONE jacks (part number CJ64WHY) at locations requiring cables for TELEPHONE.

g. Panduit blank covers (part number CMBEI-X) shall be installed to cover ALL unused data and telephone receptacles.

h. Wiremold covers (part number 5400C) to cover ALL opened sections of the 2-channel Wiremold raceway.

i. Wiremold cover clips (part number 5406A) to cover adjoining pieces of Wiremold covers (part number 5400C).

j. Wiremold base seam clips (part number 5406TB) to join ALL sections of the 2-channel Wiremold raceway base that are on the same wall.

k. Appropriate Wiremold elbows (part numbers 5417FO, 5418, 5418FO) to join ALL sections of the 2-channel Wiremold raceway base that are on adjacent walls.

Exact locations of the data jacks and telephone jacks shall be determined during the site walk PRIOR to start of cabling work.

3. At locations that require NEW Wiremold single-channel raceway, the vendor shall install -
    a. Wiremold Eclipse single-channel raceway (part number PN10L10)
    b. Wiremold transition fitting (part number 5474) to connect the Wiremold Eclipse single-channel raceway (part number PN10L10) to –
        i. Wiremold 2-channel raceway (part number 5400TB)
        ii. Wiremold 3-channel raceway with dividers (part number 5500BD3).
    c. Panduit single-gang low voltage surface mount box (part number JB1EI-A).
    d. The following types of vertical faceplates
        i. Panduit single gang vertical faceplate (part number CFPE2EIY) at locations requiring TWO (2) cables for DATA.
        ii. Panduit single gang vertical faceplate (part number CFPE4EIY) at locations requiring THREE (3) or FOUR (4) cables for DATA.
        iii. Panduit single gang vertical faceplate (part number CFPE6EIY) at locations requiring SIX (6) cables for DATA.
        iv. Panduit single gang vertical faceplate (part number CFPE4EIY) at locations requiring TWO (2) cables for DATA and ONE (1) cable for TELEPHONE cable.
    e. Appropriate data jacks
        i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA
        ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA
    f. Panduit Category 3 UTP WHITE TELEPHONE jacks (part number CJ64WHY) at locations requiring cables for TELEPHONE.
    g. Panduit blank covers (part number CMBEI-X) to cover unused receptacles.

    Exact locations shall be determined during the site walk PRIOR to start of cabling work.

4. At locations that require NEW Tyton single-channel raceway, the vendor shall install -
    a. Single-gang junction box (part number TSRI-JB2) for locations requiring DATA and TELEPHONE.

b. Tyton single-channel surface mount raceway (part number TSR2I-8A) from the suspended ceiling to the single-gang junction box TSRI-JB2

c. Tyton ceiling cap (part number TSR2I-36) at the transition point between the ceiling and the surface mount raceway.

d. Tyton splice cover (part number TSR2I-14) at adjoining sections of surface mount raceway.

e. The following types of vertical faceplates

   i. Panduit single gang vertical faceplate (part number CFPE2EIY) at locations requiring TWO (2) cables for DATA.

   ii. Panduit single gang vertical faceplate (part number CFPE4EIY) at locations requiring THREE (3) or FOUR (4) cables for DATA.

   iii. Panduit single gang vertical faceplate (part number CFPE6EIY) at locations requiring SIX (6) cables for DATA.

   iv. Panduit single gang vertical faceplate (part number CFPE4EIY) at locations requiring TWO (2) cables for DATA and ONE (1) cable for TELEPHONE cable.

f. Appropriate data jacks

   i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA

   ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA

g. Panduit Category 3 UTP WHITE TELEPHONE jacks (part number CJ64WHY) at locations requiring cables for TELEPHONE.

h. Panduit blank covers (part number CMBEI-X) to cover unused receptacles.

Exact locations of the data jacks and telephone jacks shall be determined during the site walk PRIOR to start of cabling work.

5. At locations where EXISTING multi-channel raceway (2-channel and/or 3-channel) is AVAILABLE, the vendor shall install -

   a. The appropriate device bracket, if necessary, on the EXISTING multi-channel at EACH location.

   b. The appropriate faceplate and Panduit module frame on the device bracket that covers the top-most channel of the multi-channel raceway.

   c. The appropriate blank faceplate to cover unused / opened sections of the device bracket.

   d. Appropriate data jacks

      i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA

      ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA

   e. Panduit Category 3 UTP WHITE TELEPHONE jacks (part number CJ64WHY) at locations requiring cables for TELEPHONE.

f. Panduit blank covers (part number CMBEI-X) to cover ALL unused data and telephone receptacles.

g. The appropriate covers to cover ALL opened sections of the multi-channel raceway.

All device brackets, faceplates, module frames, covers, accessories, fittings, etc. shall be installed to make a fully functional system and MATCH EXISTING. The exact data locations shall be determined during the site walk PRIOR to start of cabling work.

6. At locations where in-wall conduit IS AVAILABLE, the vendor shall install –

   a. ONE (1) Panduit module frame (part number CF1062EIY or CF1064EIY depending on the number of DATA and/or TELEPHONE cables at the location) in the recessed low voltage junction box, with a faceplate that matches the existing electrical receptacles.

   b. Appropriate data jacks

      i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA

      ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA

   c. Panduit Category 3 UTP WHITE TELEPHONE jacks (part number CJ64WHY) at locations requiring cables for TELEPHONE.

   d. Panduit blank covers (part number CMBEI-X) to cover ALL unused DATA and TELEPHONE receptacles.

   Exact locations of the data jacks and telephone jacks shall be determined during the site walk PRIOR to start of cabling work.

7. At locations specified at the CEILING, the vendor shall install –

   a. ONE (1) Panduit surface mount box

      i. Part number CBX1EI-AY at locations requiring ONE (1) cable for DATA.

      ii. Part number CBX2EI-AY at locations requiring TWO (2) cables for DATA.

      iii. Part number CBX4EI-AY at locations requiring THREE (3) or FOUR (4) cables for DATA.

      iv. Part number CBXD6EI-AY at locations requiring SIX (6) cables for DATA.

   b. Appropriate data jacks

      i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA.

      ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA.

   c. Panduit blank covers (part number CMBEI-X) to cover ALL unused receptacles.

   Exact locations of the data jacks and telephone jacks shall be determined during the site walk PRIOR to start of cabling work.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" of the RFP for guidelines on "FUNCTIONAL EQUIVALENT"

ALL NEW SURFACE MOUNTED RACEWAY, RACEWAY FITTINGS, MODULE FRAMES, FACEPLATES, AND COVERS SHALL BE THE SAME COLOR AND MATCH THE COLOR OF THE EXISTING RACEWAY AND RACEWAY ACCESSORIES.

- **RACEWAY & CABLING ACCESSORIES FOR OUTSIDE WIRELESS** –

At locations with OUTSIDE WIRELESS, the vendor shall install –

1. One (1) Panduit 2-port surface mount box (part number UICBX2IW-A).
2. Appropriate data jacks
   a. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA
   b. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA
3. Panduit blank covers (part number CMBEI-X) shall be installed to cover unused receptacles
4. Tyton single-channel surface mount raceway (part number TSR2I-8A) from the suspended ceiling to the Panduit 2-port surface mount box UICBX2IW-A.
5. Tyton ceiling cap (part number TSR2I-36) at the transition point between the ceiling and the single-channel surface mount raceway TSR2I-8A.
6. Tyton splice cover (part number TSR2I-14) shall be installed at adjoining sections of surface mount raceway.
7. At locations where the Category 6/6A penetrates the wall, vendor shall install -
   a. ONE (1) 6 x 6 x 6 inch (HxWxD) NEMA-3R screw-covered wall mount lockable outdoor enclosure with 3 knockouts of ½"- ¾", ¾"- 1", and ½" – ¾" in size.
   b. TWO (2) 2-inch conduits penetrating the back of the NEMA 3-R enclosure into the building attic space
8. ONE (1) NEW 2-inch diameter mast, securely attached to building, with a minimum of 1foot of clearance between the bottom of the TerraWave Solutions enclosure assembly (customer provided) and the roof line.
9. TerraWave Solutions enclosure (customer provided) shall be securely mounted on the mast (provided by the vendor) using the TerraWave Solutions 2-inch pole mount kit (part number PMK-210, customer provided) per manufacturer's specifications.
10. ONE (1) ¾ - inch sealtite flex conduit between 6 x 6 x 6 inch NEMA-3R enclosure and TerraWave Solutions enclosure. Sealtite flex conduit shall be properly secured and sealed at BOTH ends.
11. ONE (1) Category 6 Outside Plant (OSP) patch cable between the network device located inside the TerraWave Solutions enclosure and the Category 6 DATA jack located inside the NEMA-3R enclosure.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

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ALL NEW SURFACE MOUNTED RACEWAY, RACEWAY FITTINGS, MODULE FRAMES, FACEPLATES, AND COVERS SHALL BE THE SAME COLOR AND MATCH THE COLOR OF THE EXISTING RACEWAY AND RACEWAY ACCESSORIES.

- **FLOOR BOXES** –

1. At locations with floor mounted boxes, the vendor shall install the following inside the floor box -
    a. Panduit module frames (part number CF1064EIY) for data receptacles –
        i. Part number CF1062EIY at floor boxes requiring TWO (2) cables for DATA.
        ii. Part number CF1064EIY at floor boxes requiring THREE (3) or FOUR (4) cables for DATA.
    b. Appropriate data jacks
        i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA
        ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA
    c. Panduit blank covers (part number CMBEI-X) to cover unused receptacles.
    d. FULL complement of mounting hardware and fittings to make a FULLY functional system.

- **DATA POLES** –

1. At locations that require NEW DATA POLES, the vendor shall install -
    a. Dual channel Panduit Pan-Pole Screw-On pole in electrical ivory color. Panduit Pan-Pole Snap-On pole shall be installed from floor to ceiling. Both channels shall accept Panduit module frames (part number CF1064EIY).
    b. ONE (1) standard faceplate bracket (part number T70SDB-X) with EACH Panduit module frame.
    c. Panduit module frames (part number CF1064EIY) for data receptacles –
        i. Part number CF1062EIY at floor boxes requiring TWO (2) cables for DATA.
        ii. Part number CF1064EIY at floor boxes requiring THREE (3) or FOUR (4) cables for DATA.
    d. Appropriate data jacks
        i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA
        ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA
    e. Panduit blank covers (part number CMBEI-X) to cover unused receptacles.

f. Appropriate fasteners and hardware to secure data poles to floor and ceiling.

g. FULL complement of mounting hardware and fittings to make a FULLY functional system.

2. At locations with EXISTING data poles, the vendor shall install -

   a. Standard faceplate bracket(s).

   b. Panduit module frames (part number CF1064EIY) for data receptacles –

      i. Part number CF1062EIY at floor boxes requiring TWO (2) cables for DATA.

      ii. Part number CF1064EIY at floor boxes requiring THREE (3) or FOUR (4) cables for DATA.

   c. Appropriate data jacks

      i. Panduit Category 6 UTP BLUE DATA jacks (part number CJ688TGBU) at locations requiring Category 6 cables for DATA

      ii. Panduit Category 6A UTP BLUE DATA jacks (part number CJ6X88TGBU) at locations requiring Category 6A cables for DATA

   d. Panduit blank covers (part number CMBEI-X) to cover unused receptacles.

   e. Appropriate fasteners and hardware to secure data poles to floor and ceiling.

   f. FULL complement of mounting hardware and fittings to make a FULLY functional system.

ALL NEW SURFACE MOUNTED RACEWAY, RACEWAY FITTINGS, DATA POLES, MODULE FRAMES, FACEPLATES, AND COVERS SHALL BE THE SAME COLOR AND MATCH THE COLOR OF THE EXISTING RACEWAY AND RACEWAY ACCESSORIES.

- **CONDUIT INSTALLATION SPECIFICATIONS** –

1. Where required, 2" conduit sleeves to be placed through any firewalls or existing walls located between rooms to allow the cabling to be pulled back to the IDF located within the building. Fire resistant material shall be used to insulate around the 2" conduit and in the remaining air space within the conduit to plug the holes.

2. Where required, NEW exterior pathways shall be installed

   a. NEW exterior pathways shall consist of TWO (2) 2-inch conduits

3. All conduits installed shall have full sweeps -

   a. Where applicable; new exposed exterior conduit shall be metal.

   b. Where applicable; new exterior conduit shall be secured using appropriate fasteners to secure conduit to appropriate surface.

   c. Where applicable; new NEMA 3R junction pull boxes or Christy boxes shall be placed every 100 feet.

d. New conduits going underground shall be PVC with minimum rating of Schedule 40.

e. All underground runs shall be continuous, without splices or taps. Underground boxes shall be used for pulling purposes only.

f. Where applicable; new saw cuts in concrete or asphalt shall be filled, packed, and resurfaced to match existing surface.

g. Each end of the conduit shall be labeled with the location (e.g, building, pull box number) of the opposite end.

4. Pull boxes and/or Christy boxes shall –
   a. sit on 6-inch gravel base.
   b. be filled with 1-inch of concrete from the bottom to prevent destruction of cabling by burrowing animals.
   c. be installed with extension rings (where required)
   d. be installed with lockable covers -
      i. traffic rated covers shall be installed where required
      ii. all covers shall be labeled as "Communications"
      iii. underside of cover shall be labeled with pull box number

5. Vendor shall install 18" x 18" x 6" or larger terminal cans to terminate conduits sweeping below ground up the exterior wall of buildings.

6. Vendor shall utilize a minimum quantity of TWO (2) 2-inch conduit sleeves to penetrate from the terminal cans into the building.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" of the RFP for guidelines on "FUNCTIONAL EQUIVALENT"

- **CABINETS, RACKS, & ACCESSORIES SPECIFICATIONS** -

1. ALL 2-post relay racks shall
    a. be bolted or screwed to the existing floor
    b. be seismically braced at the top of the relay rack to the nearest wall(s) using
        i. ladder rack (part number 10250-712)
        ii. cable runway-to-wall rack kit (part number 11911-712)
        iii. protective end caps (part number 10642-001)
    c. be grounded/bonded to the nearest earth
        i. provide grounding of LAN equipment racks with one (1) #6 copper ground in metal conduit. Metal ground conductor to be run from LAN rack to nearest continuous cold water pipe or existing ground, ground resistance shall be 25 ohms or less and shall be verified by ground resistance test.
    d. include ONE (1) package of mounting screws (part number 40605-005)
    e. include ONE (1) 75 ft. roll of Hook & Loop cable ties (part number HLM-75R0)
    f. include ONE (1) 7 ft Panduit VERTICAL cable management unit (part number WMPVHC45E) on EITHER SIDE of the 2-post relay rack.
    g. include ONE (1) 2U Panduit HORIZONTAL cable management unit (part number WMP1E) at the TOP of the 2-post relay rack.
    h. include ONE (1) 2U Panduit HORIZONTAL cable management unit (part number WMP1E) at the BOTTOM of the 2-post relay rack.

2. ALL NetShelter enclosures shall -
    a. include ONE (1) plywood backboard. The plywood backboard shall be installed inside the Netshelter AR3140 enclosure to IF 25-pair Category 5 feeder cables are specified
    b. include ONE (1) 75 ft. roll of Hook & Loop cable ties (part number HLM-75R0)
    c. include ONE (1) 2U Panduit HORIZONTAL cable management unit (part number WMP1E) at the TOP of the NetShelter enclosure.
    d. include ONE (1) 2U Panduit HORIZONTAL cable management unit (part number WMP1E) at the BOTTOM of the NetShelter enclosure.
    e. be grounded/bonded to the nearest earth ground
        i. provide grounding of LAN equipment racks with one (1) #6 copper ground in metal conduit. Metal ground conductor to be run from LAN rack to nearest continuous cold water pipe or existing ground, ground resistance shall be 25 ohms or less and shall be verified by ground resistance test.

f. be keyed the same.

3. ALL wall-mounted enclosures (WME) shall -
    a. include ONE (1) fan kit with filter, power cord, blanking plates (part number VLWMFKB)
    b. include ONE (1) ¾" x 24" x 36" or larger fire-rated plywood. The plywood shall be painted to match the existing wall and secured to the studs to support each wall mount enclosure (WME), and/or Telco 66-Blocks (IF specified)
    c. be dual hinged, vented on four sides, smoke Plexiglas front, and lockable.
    d. be secured to the plywood and studs to support a minimum of 150 pounds of weight
    e. be grounded/bonded to the nearest earth ground
        i. provide grounding of LAN equipment racks with one (1) #6 copper ground in metal conduit. Metal ground conductor to be run from LAN rack to nearest continuous cold water pipe or existing ground, ground resistance shall be 25 ohms or less and shall be verified by ground resistance test.
    f. be keyed the same.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

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- **GENERAL CABLING GUIDELINES** –

1. Caddy "J" hooks shall be installed every 5 feet, above suspended ceiling, to support all cabling.

2. All cabling above suspended ceiling shall be properly secured, but not attached to the support wire of T-bar ceiling, and not laid across ceiling boards.

3. All fiber cabling shall be installed in strict accordance to the cable manufacturer installation best practices.

- **FIBER CABLING SPECIFICATIONS** -

1. Indoor-Outdoor rated single mode fiber optic cables (Prysmian GenSpeed optical cable) shall be used in all fiber optic installations. All fiber optic strands shall be terminated as specified.

2. The vendor shall leave a 15' slack loop, in addition to the fiber loop inside the enclosure, at both ends of the single mode fiber cable. The slack loop should be "dressed" in a fashion to fit inside the enclosure.

3. Inside conduits may be filled with existing cables and/or water. An additional quote will be required as an option if any additional underground work is required. Vendor shall be responsible for any/all repairs to damage caused by underground work.

4. Each end of the single mode fiber shall be fusion-spliced to Panduit pre-polished SC pigtails (part number F912D3-NM2Y) and terminated inside a Panduit 19" rack mount fiber enclosure (part number FRME4) on Panduit SC bulkheads (fiber adapter panels) (part number FAP6WBUDSCZ).

5. Sufficient Panduit fiber splice tray kit(s) shall be installed in the wiring closet(s) MDF to hold all fiber splices.

6. Sufficient Panduit blank fiber adapter panels (part number FAPB) shall be installed to cover unused fiber adapter panels.

7. Vendor shall install tracer wire at all fiber segments. Terminal access for tracer wire is required at each vault, hand hole and anchor site. Use of microduct with embedded tracer wire is desired. Tracer wire shall be labeled at all fiber segments.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

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- **FIBER CABLING TESTING, CERTIFICATION, & DOCUMENTATION** -

1. The vendor shall perform the required tests on the single mode fiber installation as identified in the TIA/EIA 568-B standard and as required by the manufacturer to meet the 25-year parts and labor warranty certification.

2. The vendor shall test each fiber strand in a fiber optic link at TWO (2) wavelengths as identified in the TIA/EIA 568-B standard. This testing process shall be executed in one test operation without making or breaking connections (i.e. without moving tested units).

3. The vendor shall perform Tier 1 and Tier 2 tests on the single mode fiber installation in strict accordance to TIA TSB-140 guidelines.

4. The vendor shall utilize launch and receive test cables in the OTDR test to measure the end-to-end loss of the optical fiber links.

5. The vendor shall provide a softcopy and a hardcopy of ALL fiber test results, the Power Meter Report, and the OTDR Report to WSD upon completion of the job.

6. The vendor shall provide a copy of the site drawing with information showing the fiber cabling paths, lengths of the fiber, and lengths of the conduit paths in Visio and PDF format.

7. The fiber shall be labeled to easily identify location and quantity. Final labeling shall be determined during project kickoff meeting.

8. The customer reserves the right to have a representative present during all or a portion of the testing process. If the customer elects to be present during testing, test results will only be acceptable when conducted in the presence of the customer.

9. The vendor shall provide at the completion of the cabling project the manufacturer's certified 25 year warranty (parts and labor) for all fiber and copper cabling installed prior to project sign-off by the customer.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

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- **CATEGORY 6 CABLING SPECIFICATIONS** -

1. All Category 6 cabling shall be terminated to BLUE Panduit Mini-Com Category 6 T568B data jacks (part number CJ688TGBU).

2. All Category 6 cabling terminations at the MDF or IDF shall be mounted onto Panduit 48-port switch patching kit(s) with blue patch cords and strain relief bar. The Panduit part number for the switch patching kit is CPP48KFVPCBU. Each switch patching kit includes ONE (1) Panduit 48-port flush mount patch panel (part number CPP48FMVNSWBLY), Forty-Eight (48) 8-inch Cat 6 small diameter BLUE patch cords (part number UTP28SP8INBU), and ONE (1) Strain Relief Bar (part number SRB19D5BL).

3. All Category 6 cabling terminations at the specified locations shall be mounted on the appropriate faceplates or surface mount boxes as specified in this document.

4. All INSIDE Category 6 cabling shall be BLUE in color and shall be either General (part number 7133800 for riser cabling or part number 7131800 for plenum cabling) or Panduit cabling (part number PUR6004BU-UY for riser cabling and/or PUP6004BU-UY for plenum cabling).

5. All OUTSIDE Category 6 cabling shall be BLACK in color and shall be General cabling (part number 7136100).

6. Vendor shall provide ONE (1) 8-foot Category 6 patch cable (WHITE color) for each Category 6 cable drop that is specified under the **"– NEW COPPER CABLING INSTALLATION SCOPE OF WORK –"** section.

- **CATEGORY 6A CABLING SPECIFICATIONS** -

1. All Category 6A cabling shall be terminated to BLUE Panduit Mini-Com Category 6A T568B data jacks (part number CJX688TGBU).

2. All Category 6A cabling terminations at the MDF or IDF shall be mounted onto Panduit 48-port switch patching kit(s) with blue patch cords and strain relief bar. The Panduit part number for the switch patching kit is CPP48KFVPCBU. Each switch patching kit includes ONE (1) Panduit 48-port flush mount patch panel (part number CPP48FMVNSWBLY), Forty-Eight (48) 8-inch Cat 6 small diameter BLUE patch cords (part number UTP28SP8INBU), and ONE (1) Strain Relief Bar (part number SRB19D5BL).

3. All Category 6A cabling terminations at the specified locations shall be mounted on the appropriate faceplates or surface mount boxes as specified in this document.

4. All INSIDE Category 6A cabling shall be BLUE in color and shall be either General (part number 7133849 for riser cabling or part number 7133849for plenum cabling) or Panduit cabling (part number PUR6A04BU-UG for riser cabling and/or PUP6004BU-UY for plenum cabling).

5. All OUTSIDE Category 6A cabling shall be BLACK in color.

6. Vendor shall provide ONE (1) 8-foot Category 6A patch cable (WHITE color) for each Category 6A cable drop that is specified under the **"– NEW COPPER CABLING INSTALLATION SCOPE OF WORK –"**section.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

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- **CATEGORY 5 CABLING SPECIFICATIONS** -

1. Category 5 telephone station cabling shall be WHITE in color and use either General (part number 5133255E for riser cabling and/or part number 5131361E for plenum cabling) or Panduit (part number PUR5504WH-UY for riser cabling and/or part number PUP5504WH-UY for plenum cabling) cabling

2. Category 5 telephone station cabling at the IDF shall be terminated to 66 type telephone blocks mounted on Allen Tel Blue Backboard inside the NetShelter AR3100 cabinet with appropriately sized Allen Tel White Mushroom boards above and below the Allen Tel Blue Backboard.

3. Each Category 5 telephone cable at the workstation shall be terminated in the following manner

    a. Blue and Orange pairs shall be terminated to one (1) WHITE RJ-11 Panduit Mini-Com jacks (part number CJ64WHY)

    b. Green and Brown pairs shall be terminated to one (1) WHITE RJ-11 Panduit Mini-Com jacks (part number CJ64WHY)

4. All Category 5 telephone station cabling terminations at the specified locations shall be mounted on the appropriate faceplates as specified in this document.

- **FEEDER CABLING SPECIFICATIONS** –

1. Vendor shall install fused building entrance terminals to terminate both ends of the 25-pair feeder cables. The new fused building entrance terminals MUST match the existing installed terminals in the MDF/IDF.

2. Vendor shall install the appropriately sized Allen Tel White Mushroom boards above and below each fused building entrance terminal.

3. Vendor shall properly ground and/or bond all racks, cabinets, and fused protectors located in the MDF and IDF to the nearest earth ground.

4. **NO** 1000' spool of cross connect, one pair, 24 AWG, WHITE/BLUE, twisted pair cabling to be mounted at the MDF and each IDF.

5. **NO** 25-pair RJ-21 cable with RJ-21 MALE connector shall be installed inside the MDF. The RJ-21 cable shall run between the voice gateway and the 66-block that connects to the telephone wiring closet.

APPENDIX 3A

Winton School District (WSD)
E-Rate Year 2027 Self-Provisioned Network / Fiber Cabling / Copper Cabling
General Guidelines

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- **COPPER CABLING TESTING, CERTIFICATION, & DOCUMENTATION** -

1. All Category 6/6A cabling shall be tested and cleared of all defects.

2. Category 6/6A cabling installations shall be tested and certified to meet TIA Category 6/6A per TIA/EIA-568-B.2-1 (Addendum #1 to TIA/EIA-568B.2).

3. Category 6/6A cabling installations shall be tested for wiremap, length, propagation delay, delay skew, DC loop resistance, insertion loss (IL), return loss (RL), NEXT, PSNEXT, ACR, PSACR, ELFEXT and PSELFEXT.

4. Soft and hard copy of the copper test results shall be provided to WSD upon completion of the job.

5. All Category 6/6A cabling shall be labeled to easily identify location and port number.

6. The vendor shall update a copy of the site drawing with information showing the locations of the DATA cable terminations and station labels. The updated document shall be posted at the MDF/IDF and provided to WSD in hardcopy and softcopy. The softcopy shall be in Visio and PDF format.

7. The customer reserves the right to have a representative present during all or a portion of the testing process. If the customer elects to be present during testing, test results will only be acceptable when conducted in the presence of the customer.

8. Upon completion of the cabling project and prior to project sign-off by the customer, the vendor shall provide the manufacturer's certified 25 year warranty (parts and labor) for all fiber and copper cabling installed.

APPENDIX 3B

Winton School District (WSD)

E-Rate Year 2027 Sybil Crookham Elementary School Self-Provisioned Network (470-DW1-27)

SCOPE OF WORK (E-RATE ELIGIBLE)

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" of the RFP for guidelines on "FUNCTIONAL EQUIVALENT"

- **CONTINGENCY COST** –

Vendor shall include a contingency for this **E-RATE ELIGIBLE** cabling project 470-DW1-27. The contingency shall be **10% of the total actual cost of the project**. The contingency shall be stated as a separate line item in the quotation. If work is needed to complete the project, it will be charged on a Time and Material basis. Funds remaining in the contingency account at the end of the project will be returned to the Winton School District (WSD).

- **WORK SCHEDULE** –

All work shall be performed during the following times –

1. 8:00 AM to 4:00 PM while school is in session.
2. 8:00 AM to 4:00 PM during school break (except weekend and public holidays)
3. Work shall not be scheduled on weekends and public holidays.

- **FIBER CABLING SCOPE OF WORK** –

1. Fiber to be pulled at the following locations:
    a. 24-strand (12-pair) single mode shall be pulled from the Sybil Crookham Elementary Information Systems MDF to Room 15 - Library IDF.
2. Provide **18** – 2m SC-LC duplex 9um single mode fiber patch cords.

APPENDIX 3

Winton School District (WSD)

E-Rate Year 2027

Wired/Wireless Network Infrastructure Equipment - Crookham

470-NW1-27

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

Item	QTY	Part Number	Description	Unit Price Bid	Total Price Bid	% Discount
1	7	C9200L-48PXG2Y-EDU	Catalyst 9200L 48-p,12xmGig,36x1G, 2x25G uplinks, K12			
2	7	C9200L-DNA-A-48-5Y	C9200L DNA Advantage, 48-port, 5 Year Term license			
3	7	SMTL1000RM2UCNC	APC Smart-UPS, Line Interactive, 1000VA, Lithium-ion, Rackmount 2U, 120V, 6x NEMA 5-15R outlets, SmartConnect			
			Vendor shall include applicable Cisco support (8x5xNBD) cost for each device/component as separate line items			

Total			
Sales tax			
Shipping			
Grand Total			

APPENDIX 3

Winton School District (WSD)

E-Rate Year 2027

Wired/Wireless Network Infrastructure Equipment - Winton Middle

470-NW2-27

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

Item	QTY	Part Number	Description	Unit Price Bid	Total Price Bid	% Discount
1	8	C9200L-48PXG2Y-EDU	Catalyst 9200L 48-p,12xmGig,36x1G, 2x25G uplinks, K12			
2	8	C9200L-DNA-A-48-5Y	C9200L DNA Advantage, 48-port, 5 Year Term license			
3	7	SMTL1000RM2UCNC	APC Smart-UPS, Line Interactive, 1000VA, Lithium-ion, Rackmount 2U, 120V, 6x NEMA 5-15R outlets, SmartConnect			
4	1	SMTL2K2RM2UCLNC	APC Lithium-Ion 2200VA 2U 120V Smart-UPS			
			Vendor shall include applicable Cisco support (8x5xNBD) cost for each device/component as separate line items			

Total			
Sales tax			
Shipping			
Grand Total			

APPENDIX 3

Winton School District (WSD)

E-Rate Year 2027

Wired/Wireless Network Infrastructure Equipment - Frank Sparkes

470-NW3-27

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

Item	QTY	Part Number	Description	Unit Price Bid	Total Price Bid	% Discount
1	8	C9200L-48PXG2Y-EDU	Catalyst 9200L 48-p,12xmGig,36x1G, 2x25G uplinks, K12			
2	8	C9200L-DNA-A-48-5Y	C9200L DNA Advantage, 48-port, 5 Year Term license			
3	8	SMTL1000RM2UCNC	APC Smart-UPS, Line Interactive, 1000VA, Lithium-ion, Rackmount 2U, 120V, 6x NEMA 5-15R outlets, SmartConnect			
			Vendor shall include applicable Cisco support (8x5xNBD) cost for each device/component as separate line items			

Total			
Sales tax			
Shipping			
Grand Total			

APPENDIX 3

Winton School District (WSD)

E-Rate Year 2027

Wired/Wireless Network Infrastructure Equipment - Winfield

470-NW4-27

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"

Item	QTY	Part Number	Description	Unit Price Bid	Total Price Bid	% Discount
1	9	C9200L-48PXG2Y-EDU	Catalyst 9200L 48-p,12xmGig,36x1G, 2x25G uplinks, K12			
2	9	C9200L-DNA-A-48-5Y	C9200L DNA Advantage, 48-port, 5 Year Term license			
3	9	SMTL1000RM2UCNC	APC Smart-UPS, Line Interactive, 1000VA, Lithium-ion, Rackmount 2U, 120V, 6x NEMA 5-15R outlets, SmartConnect			
4	1	SMTL2K2RM2UCLNC	APC Lithium-Ion 2200VA 2U 120V Smart-UPS			
			Vendor shall include applicable Cisco support (8x5xNBD) cost for each device/component as separate line items			

Total			
Sales tax			
Shipping			
Grand Total			


Sybil Crookham Elementary School - Information System
"A" location (HUB)
Sybil Crookham Elementary School
Information System
7160 W. Walnut Ave
Winton, CA 95388
.....
Latitude: 37.391090°
Longitude: -120.617174°
.....
Rm15, Library
"Z" location (Library)
Sybil Crookham Elementary School
Room 15, Library
7160 W. Walnut Ave
Winton, CA 95388
.....
Latitude: 37.389937°
Longitude: -120.616594°
Center St
Center St
Walnut Ave
Walnut Ave
N. Crookham Elementary School
Winton School District