



**BIDDING DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSALS  
FOR WIRELESS ACCESS POINT UPGRADES**

**INSTALLATION, PROFESSIONAL SERVICES, & SOLUTIONS**

**RFP NUMBER 18-19:08**

**Proposals must be submitted to:**

**Bonita Unified School District  
Facilities Office  
115 W. Allen Avenue  
San Dimas, CA 91773**

**No later than:  
January 11, 2019, at 1:30 p.m.**

## NOTICE INVITING PROPOSALS

### BONITA UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Bonita Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "District", will receive sealed RFPs in the Facilities Department of the District at 115 West Allen Avenue, San Dimas, CA 91773 and will be publicly opened and read aloud on the date and time specified below:

<u>Project Identification Name</u>	<u>Mandatory Job Walk</u>	<u>Opening Date/Time</u>
<b>Bid: 18-19:08</b> Wireless Access Point Upgrades Installation, Professional Services, & Solutions	<b>12/20/18 at 1:30 PM</b> Bonita High School 3102 North "D" Street North Parking Lot La Verne, CA 91750	<b>January 11, 2019 1:30 PM</b> Facilities Dept. 115 W. Allen Avenue San Dimas, CA 91773

Contractor shall possess at the time of bid a valid State Contractors License – C10 or C7 license

<b>Bid: 18-19:09</b> Districtwide Fiber Optic Wide Area Network Services (WAN) and Internet Access Services	<b>12/21/18 at 8:00 AM</b> Facilities Parking Lot 115 W. Allen Avenue San Dimas, CA 91773	<b>January 11, 2019 2:30 PM</b> Facilities Dept. 115 W. Allen Avenue San Dimas, CA 91773
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**There will be a mandatory job walk for each proposal at the location and time listed above.** A copy of the RFP is available at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal. **Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its proposal returned unopened.**

**Contractors and Subcontractors must be registered with DIR, in compliance with SB854, to submit a bid for evaluation.**

Sealed proposals shall be made and presented only on the forms presented by the District. **Proposals shall be received in the Facilities Department at 115 W Allen Ave., San Dimas, California 91773** and shall be opened and publicly read aloud at the Facilities Department Conference Room at the designated time listed above. It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

Each proposal must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

No bidder may withdraw a submitted proposal for a period of ninety (90) days after the time set for opening proposals..

**The District and Board of Education reserve the right to reject any and all proposals, and to waive any irregularities or informalities in any proposals or in the bidding procedure.**

Board of Education  
Bonita Unified School District  
County of Los Angeles, California  
Penny Reyes  
Director, Purchasing/Warehouse

**Publishing Dates: November 26 and December 3, 2018**

BONITA UNIFIED SCHOOL DISTRICT  
WIRELESS ACCESS POINT UPGRADES  
REQUEST FOR PROPOSAL

Opening Date and Time: January 11, 2019 @ 1:30 pm

Bonita Unified School District ("District") will accept Proposals for product installation, professional services and support of wireless access points.

The Proposals must be received in the Bonita Unified School District Facilities Office prior to the date and time above, in a sealed envelope labeled with the Request for Proposal ("RFP") title. Proposals will be opened at the above time and date. Proposals received after the above stated time will be returned to bidder unopened. The terms, "C(c)ontractor", "B(b)idder", "R(r)espondent", "P(p)roposer", "S(s)ervice P(p)rovider" and "V(v)endor" are all used interchangeably and all refer to the entity submitting a response to this RFP and offering to perform the work and services set forth in the RFP.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active **Class-10 or C-7 License** at the time of bid and throughout the duration of this Contract and must be registered with the Department of Industrial Relations. The Contractor's California State License number shall be clearly stated on the bidder's Proposal.

**There will be a mandatory job walk and conference on December 20, 2018 at 1:30 p.m.** that will start at Bonita High School (north parking lot) located at 3102 N. D Street, La Verne, CA 91750. Any Contractor submitting a Proposal who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive Proposer and will have its Proposal returned unopened.

No bidder may withdraw its proposal for a period of ninety (90) days after the date and time set for the proposal opening.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the work called for in the Contract Documents.

Each proposal must strictly conform with and be responsive to the Contract Documents as defined in the Contract Agreement Form.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly

basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

Proposals must be signed. A copy of the RFP is available at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal.

The Board of Education of the Bonita Unified School District reserves the right to accept or reject any and all Proposals, to waive any irregularities in the Proposals or the RFP process, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

The award of the Contract will be in accordance with the Public Contract Code 20118.2 which allows the District to select the most qualified Respondent whose proposal meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the RFP, whichever is in the best interest of the District. All Respondents will be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process set forth in Public Contract Code section 20118.2.

Penny Reyes  
Director of Purchasing/Warehouse

## **PROJECT BACKGROUND**

The District currently uses AeroHive brand access points throughout its 15 locations {13 schools + district office + performing arts center}. Generally, there is at least 1 AP per classroom with some AP's in administrative spaces with total of about 595 in use. The AP's are a mix of (wave 1 and wave 2) A+C units. The District seeks to remove all wave 1 based access points, deploy wave 2 A+C units and deploy wireless access points to provide for exterior coverage throughout all schools.

### **E-RATE REQUIREMENTS**

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

#### **1) E-RATE CONTINGENCY**

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

#### **2) SERVICE PROVIDER REQUIREMENTS**

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be

disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its Proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to CFR 47 §54.504 (2)(i)(ii).

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to CFR 47 §54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

#### **EARLY FUNDING CONDITIONS**

##### **Category 1**

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

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

## Category 2

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

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

## 5) INVOICING

- a. **The Service Provider agrees to bill and receive a portion of the payment for the** provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

## 6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their Proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.



## Project Goals/ SCOPE OF WORK

### **Purpose:**

The Bonita Unified School District ("The District") is soliciting bids to upgrade its wireless network. The District seeks an authorized reseller and integrator that can provide product installation, professional services and support of a proposed wireless access point solution. The District seeks an access point solution that can scale to its needs of approximately 760 APs that are 802.11ax based for internal and external use throughout its 15 locations.

The District intends to apply for discounts on the services and installation of this RFP through the federal program known as E-rate. Criteria and restrictions pertinent to this RFP both technical and non-technical can be found within the RFP. The District reserves the right to not proceed with the RFP/procurement process if it is not awarded the necessary E-rate funds or for other financial reasons at the sole discretion of the District. The District intends to award a Contract term of five (5) years. Please include fully burdened price proposals on a maximum Contract term of five (5) years

### **RFP Contact:**

All queries regarding this RFP should be made to the District's Purchasing Director, Penny Reyes. She will then coordinate or forward requests for information to the appropriate technical staff. Emailed questions should include "Wireless Access Point Upgrade RFP No. 18-19:08" in the subject line. Any questions or requests for clarification must be submitted not later than **noon (12:00 p.m.) January 4, 2019.**

Penny Reyes  
Director of Purchasing/ Warehouse  
115 W. Allen Ave  
San Dimas, CA 91773  
909-971-5200 ext. 5250  
Email: reyes@bonita.k12.ca.us

### **Format of Proposal/ Exceptions:**

The District specifically requests that all replies to this RFP be succinct and not contain extraneous information that is not requested in this RFP. Attachments should be completed in the provided format with Respondents only modifying the areas which are blank for Respondent responses.

Any exceptions to the RFP or its requirements shall be clearly indicated and submitted with Respondent's Proposal. Excessive exceptions, as determined solely by the District, shall be grounds for rejection of a Respondent's Proposal. In no event shall the Respondent require the District to enter into a separate agreement, contract or other document drafted by the Respondent or any general terms or conditions that claim to supersede or supplement the terms of this RFP. Respondents may not require or propose a different form Contract Agreement or any terms or conditions that supersede or supplement the terms set forth in this RFP. Any supplements or clarifications to the RFP and its requirements may be agreed upon by the District in its sole discretion. Failure to comply with the requirements in this paragraph shall render the Respondent's Proposal non-responsive and may subject the Respondent's bid security to forfeiture, and the District may award a contract to another responsive Respondent.

### **Vendor Minimum Qualifications:**

The Vendor, if other than the manufacturer, shall provide a current, dated, and signed authorization from

the manufacturer that the Vendor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units if applicable.

**Reasons for Disqualification of Proposals:**

If any of the following conditions occur, Vendor's proposal is automatically disqualified from being evaluated:

- Service Provider's proposal is submitted after the deadline.
- Service Provider is in Red Light Status with the FCC.
- Service Provider is not authorized to do business in the state of California, County of Los Angeles or city of San Dimas or La Verne or is not authorized to provide services requested in this proposal to all buildings within the District.
- Service Provider does not have a Service Provider Identification Number ("SPIN").
- Services are not all provided under a single E-rate SPIN number. Separate SPIN numbers are permitted for each separate procurement.
- Service provider cannot provide services to all locations listed on pages 10 and 11. Addresses for each site are set forth in Attachment "A".
- Service provider cannot provide all services by July 1, 2020 to all locations listed on pages 10 and 11. Addresses for each site are set forth in Attachment "A".
- Service Provider has not disclosed whether any of the services are being leased or resold from other vendors and if so, has not disclosed exactly what services are being resold.
- Service Provider has not disclosed all taxes, fees, surcharges, etc. and their amounts or percentages in its proposal.
- District reserves the right to disqualify a Vendor for the use of subcontractors that do not meet the requirements of this RFP or other legitimate business concerns.
- Vendor is not deemed a "qualified" or responsible bidder as a result of reference checks and other research conducted by the District.

**Background:**

The District currently uses AeroHive brand access points throughout its 15 locations {13 schools + district office + performing arts center}. Generally, there is at least 1 AP per classroom with some AP's in administrative spaces with total of about 595 in use. The AP's are a mix of (wave 1 and wave 2) A+C units. The District seeks to remove all wave 1 based access points, deploy wave 2 A+C units and deploy wireless access points to provide for exterior coverage throughout all schools.

The District's infrastructure to support its wireless network includes:

- HP5400 series switches with 10Gbps interconnect between switches. Each HP switch can provide standard POE to its attached access points.
- Cat6 network cable to all existing 591 access points.
- 1Gbps MPLS layer2 connection between school sites connected to the District Office (Hub and spoke).
  - o Note: a separate RFP is being concurrently issued to upgrade some or all MPLS connections to 10Gbps.

**Current WiFi Solution**

Manf	Model	Features	Qty
AeroHive	AP-550	802.11 A+C	168
AeroHive	AP-250	802.11 A+C	10
AeroHive	AP-230	802.11 A+C	412
AeroHive	AP-141	802.11 N External	4

**Site Map / Heat Maps:**

- Will be provided at the mandatory job walk and conference.

**Site Information:**

- The District utilizes HP 5400 series switches and Cisco 3945 routers at its locations.
- The District has 12 schools, 1 District Office, 1 Performing Arts Center, approximately 10,000 students with about 1,000 employees.
- Internet access is centrally provided from the District Office.
- Each site is connected via a 1Gbps layer 2 MPLS network.
- The District has about 12,000 devices. Below is a representative sample of the types of devices that need to be supported. It is not meant to be inclusive of all types of devices that need to be supported.

Devices
HP Chromebooks
Apple I pads
Windows Computers
MAC Computers
Cell Phones (Apple, Android, etc)

- Up to 36 District owned devices and unknown BYOD devices in a classroom.
- Two internet connections one at 10Gbps and one at 1Gbps.
- District supports “Bring your own device” (BYOD)

**Access Points Per School  
(E-rate eligible locations)**

School	Qty of Aps
Allen Avenue Elementary	32
Bonita High School	90
Ekstrand Elementary	34
Ed Jones Educational Complex (High school)	17
Gladstone Elementary	32
Grace Miller Elementary	32
La Verne Heights Elementary	28
Lone Hill Middle School	58
Oak Mesa Elementary	31
Ramona Middle School	66

Roynon Elementary	45
San Dimas High School	70
Shull Elementary	33

**(Non E-rate Locations)**

Location	Qty of Aps
District Office	19
Bonita Center for the Arts	10

**Scope of Services Requested – Specifications / Requirements:**

The District seeks to replace all of existing internal access points with 802.11 ax units and deploy new wireless access points to provide for exterior coverage throughout all schools.

The District’s preferred manufacturer is Aruba; however, the District will consider “or equal” manufacturers. If any Proposer is offering products or meeting the requirements of this RFP with a manufacturer other than Aruba, it must be clearly noted in the Proposal and the Proposer must submit all documents and information to evidence to the District’s reasonable satisfaction that the “or equal” manufacturer is materially equal or better in every respect to that so indicated or specified in the RFP and will completely accomplish the purpose of the RFP and the Contract Documents. Failure to provide all documents and information and meet the requirements in this paragraph may render the Proposal non-responsive. If the Proposer does not clearly indicate how it will be meeting the requirements of this RFP with a manufacturer other than Aruba and by submitting an “or equal” request and all supporting documents, the Proposer is assumed that it will meet the requirements of this RFP using Aruba or be deemed non-responsive.

- The District is seeking bids to:
  - o Purchase and install approximately 760, 802.11 AX Access Points.
    - 630 internal access points located in classrooms or administrative offices.
    - 130 external access points
    - Exact number of access points subject to change prior to award of contract.
  - o Provide and install necessary CAT6 network cables
    - 591 existing internal access points are already cabled with a single cat6 cable. Vendor shall provide and install approximately 130 Cat 6 cable runs access points for exterior access points. Vendor will be responsible for required trenching or other necessary work for network cable runs.
    - Provide and install necessary CAT6 cable if existing single data run for existing APs are not sufficient for 802.11 AX speeds.
    - Distance will vary of cable run to IDF.
    - Exact number of cable runs subject to change prior to award of contract.
  - o Each access point must support
    - POE and direct AC (note: AC plug will generally not be available)
    - VLAN tagging
    - Automatic tuning of channel and other pertinent settings with nearby access points.
    - Be Wi-Fi Certified for 802.11ax

- Wireless solution must support
  - Remote heat mapping
  - Radius authentication to an active directory environment.
  - Remote monitoring and logging.
  - Bring your own device.
  - Enterprise Encryption: WPA2, PSK, WPA3( or will at no additional cost to District, support WPA3 within 1 year of deployment).
- Provide a Heat Map for all locations.
- Optimizing completed wireless environment to District needs including optimizing wireless channel selection, channel width, etc.
- The proposed solution must work with the current and proposed network as outlined in the entire Scope of Work.

**Additional Requested Information:**

- Bids and responses should include the following information
  - Itemized cost for proposed solution
  - 1, 3 and 5 year warranty options (described in detail)
    - Including cost for next year warranty costs.
    - Next business day replacement
  - Installation / professional services cost.
  - Training for up to 4 network engineers.
  - Any assumptions necessary to work within the District environment. I.e. required GBICs, cables, ancillary switch gear, etc
  - Prior school districts successfully installed.
- The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and installation. The cost should be separated by School Site and E-rate eligibility clearly identified. The District reserves the right to purchase all, none or a combination of products listed on proposal.
- The District further reserves the right to accept Vendor proposals in whole or in part, therefore having the flexibility to select equipment and services that best meet the needs of the District. Vendors may respond to all or part of the RFP. Responses should separate out each part.

**Pricing Format**

Proposal must be inclusive of all taxes, fees and surcharges, including any fees, taxes or surcharges, paper statement fees, special taxes, CA gross receipts tax, Universal Service Fees, Universal Service Administrative Fees, regulatory recovery fees, property taxes, etc. **Proposals must include all costs that the District will be invoiced for.**

<b>GRAND TOTAL BID AMOUNT FOR ALL ITEMS (itemize each)</b>	
Parts and warranty	
\$ _____	
Recurrent/ Charges (after Year1)	\$ _____
Warranty/Support	
\$ _____	
Tax if any	
\$ _____	
Shipping	
\$ _____	
Total	
\$ _____	
<b>Please also provide breakdown by site that matches grand total</b>	
<ol style="list-style-type: none"> <li><b>1. Write in the totals above.</b></li> <li><b>2. Attach an itemized, detailed quotation for all items, by school site, and E-rate eligible and E-rate ineligible costs clearly identified.</b></li> </ol>	

**Timeline for installation:**

Installation of service shall begin **after E-rate on July 1, 2019**. Installation shall not begin, however, until after a contract between the parties has been awarded by the District’s Board and executed by the parties. No invoices for service and/or installation shall be issued or dated prior to July 1, 2019. Vendor shall provide a project manager to assist with conversion of services and must identify that individual in the proposal. There may be a need for some of the installation to occur after hours. The rate for after-hours installation shall be the same as the installation costs during business hours.

Ideally services must be operational by **August 31, 2019**. However, the date may be adjusted based upon E-rate approved funding.

Weekly status meetings must be held between the project manager and District for the duration of the project.

**Criteria for Award**

Proposals will be evaluated by a committee appointed by the Director of Purchasing/Warehouse. Any Proposal that does not meet the minimum requirements in this Bid may be excluded from evaluation. In accordance with E-Rate regulations, the price of E-rate eligible services will be the most heavily-weighted factor for all decisions.

The evaluation committee may contact any Proposer to clarify any response, contact any current users of the Proposer’s services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is awarded by the District's Board and executed by the parties, no employee, agent or representative of any Proposer shall make available or discuss its Proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

Please note that the District, in its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

### **Evaluation Factors for Award**

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost and management requirements. **The assumption is that proposed solutions meet the RFP Scope of Work. If they do not, a bulleted list and details of how it does not should be clearly provided.**

Evaluations of offers will be based upon the Proposer's responsiveness to the RFP and the total price quoted for all the items covered by the RFP.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection of a Proposer:

- a. 40% - Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), total cost of ownership, etc.
- b. 20% - Technical feature set of products.
- c. 15% - Proposer's experience, District's prior experience with Proposer (if any), overall installation and integration capabilities based upon performance record and availability of sufficient high quality personnel with the required skills and experience for the specific approach.
- d. 10% - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope as well as from objective 3<sup>rd</sup> party reviews.
- e. 25% - The extent to which the Proposer's solution fulfills the stated requirements as set out in this RFP and number and scope of exceptions to this RFP.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

The award of the Contract will be in accordance with the Public Contract Code 20118.2 which allows the District to select the most qualified bidder whose proposal meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the RFP, whichever is in the best interest of the District. All bidders will be assessed based on the evaluation factors described above and the specific needs of the District and the District will follow the competitive negotiation process set forth in Public Contract Code section 20118.2.



## Instructions to Vendors

### **General Information**

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

### **Bid Security**

Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

### **Installation Timeline**

No billing or work can take place prior to July 1, 2019 and, ideally, services must be operational by **August 31, 2019**. However, the date may be adjusted based upon E-rate approved funding.

### **Deadline for RFP Submittal**

Vendors must submit all required documents prior to the deadline. All Proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements

### **Request for Proposal Preparation Cost**

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the District. The District will not be held liable for any cost incurred by VENDORS in responding to the RFP.

### **Vendor Qualifications**

Any individual firm submitting a Proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP. The vendor shall provide three (3) K-12 references consisting of similar work and scope.

### **Wage Rates, Travel and Subsistence**

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the

Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

#### **DIR Registration of Contractor and Subcontractors**

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and

enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

**Request for Proposal Submission Requirements**

All responses to this RFP must be submitted in hard copy form (no email or other electronic submission), no later than 1:30 p.m. on January 11, 2019 and clearly marked “Wireless Access Point Upgrades RFP No. 18-19:08” delivered to:

Bonita Unified School District  
Facilities Office  
115 W Allen Avenue  
San Dimas, CA 91773

All submissions meeting the deadline requirement is the property of the District and will not be returned. All information and documents submitted in the Proposals will become the property of the District and will be returned only at the District’s option and the vendor’s expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information clearly marked and submitted in support of the requirement will be returned upon request.

The Proposal must contain the following information and documents. The content and sequence of the Proposal will be as follows:

- 1. Cover Letter/Letter of Interest**
- 2. Table of Contents**
- 3. Vendor Company Data**
- 4. Experience and Client References**
- 5. Technical Capabilities**
- 6. Cost Proposal**
- 7. Exceptions to the RFP**
- 8. Bid Bond/ Bid Guarantee Form**
- 9. Non-Collusion Declaration**
- 10. List of Subcontractors**
- 11. Any other information and documents required in the RFP**

The following shall be completed and submitted by the Vendor awarded the contract for the project:

1. Agreement Form
2. Payment Bond
3. Performance Bond
4. Insurance Requirements Form
5. Compliance with Fingerprinting Requirements

The Proposal shall also contain the following certification without revisions:

*I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the entire RFP, all addenda as issued, all terms, conditions, and requirements therein, and hereby propose and agree, if this Proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the RFP and Contract Documents,*

*in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Proposal, and intend to cooperate with the E-rate process as required and outlined in the RFP. I declare under penalty of perjury that the information and documents and representations made provided in this Proposal are true and correct.*

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Service Provider Name: \_\_\_\_\_

**References**

Before awarding any contract, the District reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical, and other qualifications as well as relevant experience and skills of the vendor.

**Payment and Funding**

The District intends to partially fund the services contemplated herein by leveraging the federal E-Rate program. Vendors should be familiar with and compliant with all applicable federal E-Rate policies. Bids from vendors that are not E-Rate eligible will not be considered for this RFP. Vendors must provide a response to this RFP that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status. The successful bidder also must abide by the requirements for vendors under the E-rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The bidder must identify and separate any costs that are associated with non E-Rate eligible entities and services as identified in the scope of work herein.

**Exceptions to RFP**

Any exceptions to the RFP or its requirements shall be clearly indicated and submitted with Respondent’s Proposal. Excessive exceptions, as determined solely by the District, shall be grounds for rejection of a Respondent’s Proposal. In no event shall the Respondent require the District to enter into a separate agreement, contract or other document drafted by the Respondent or any general terms or conditions that claim to supersede or supplement the terms of this RFP. Respondents may not require or propose a different form Contract Agreement Form or any terms or conditions that supersede or supplement the terms set forth in this RFP. Any supplements or clarifications to the RFP and its requirements may be agreed upon by the District in its sole discretion. Failure to comply with the requirements in this Section shall render the Respondent’s Proposal non-responsive and may subject the Respondent’s bid security to forfeiture, and the District may award a contract to another responsive Respondent

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Bonita Unified School District (hereafter called "Owner") in the sum of not less than ten percent (10%) of the maximum amount of such Principal's bid/proposal for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of \_\_\_\_\_.

NOW, THEREFORE,

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

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for RFP's, 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 RFP's, 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.

	By	
(Corporate Seal)		Principal's Signature
		Typed or Printed Name
		Principal's Title
	By	
(Corporate Seal)		Surety's Signature

---

Typed or Printed Name

---

Title

(Attached Attorney in Fact Certificate)

---

Surety's Name

---

Surety's Address

---

Surety's Phone Number

**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)

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

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

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**BID GUARANTEE FORM**  
**(Use only when not using a Bid Bond)**

Accompanying this Proposal is a cashier's check payable to the order of the Bonita Unified School District or a certified check payable to the order of the Bonita Unified School District in an amount equal to ten percent (10%) of the maximum amount of such Proposer's bid/proposal.

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

\_\_\_\_\_  
Proposer

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

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company],  
the party making the foregoing bid.

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

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

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

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_



**LIST OF SUBCONTRACTORS**

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the District.

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration No.

**AGREEMENT FORM**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the County of Los Angeles of the State of California, by and between the Bonita Unified School District, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Proposer". The term of this Agreement shall be for five (5) years and the Agreement start date shall be no earlier than July 1, 2019.

**WITNESSETH** that the District and the Proposer for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Proposer shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence Proposer's work under the direction of the District and to perform and complete all work required in connection with Wireless Access Point Upgrades RFP No. 18-19:08 ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Proposer shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Proposer shall not be excused with respect to any failure to so comply by an act or omission of the Schools and Libraries Division ("SLD"), Federal Communications Commission ("FCC") or the E-rate program in general.

**ARTICLE 2 - TIME OF COMPLETION:** Once the Proposer has received a notice to proceed, the Proposer shall complete all work and provide all services required for the Project by August 31, 2019. This shall be called Contract Time. It is expressly understood that time is of the essence. Proposer has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for Proposer's Scope of Work for this Project is adequate for the timely and proper completion of the Project within the Contract Time.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Proposer will pay the District the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every day of delay attributable to Proposer's delay to complete the Project and provide all required services within the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Proposer further agrees that the District may deduct such amount thereof from any money due or that may become due Proposer under the Contract. This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Proposer as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the RFP Response submitted.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Proposer and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Proposer proceeds with a Change in work without an agreement between the District and Proposer regarding the cost of a Change Order, the Proposer waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Proposer shall defend, indemnify and hold harmless District and its 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, Proposer shall protect and defend, at its own expense, District and its 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 Article.

Furthermore, Proposer agrees to and does hereby defend, indemnify and hold harmless District, and its 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 Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

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

(c) Any dispute between Proposer and Proposer's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Proposer (or any person hired or employed directly or indirectly by Proposer) 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.

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

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Request for Proposal, Attachments and Addenda Issued  
Response to Request for Proposal  
Bid Bond/ Bid Guarantee  
Agreement Form  
Non-Collusion Declaration  
List of Subcontractors  
Payment Bond  
Performance Bond  
Insurance Requirements Form and Endorsements  
Certification Regarding Background Checks

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all. Any conflicts, discrepancies or ambiguities between the Contractor's Proposal in response to the RFP and the RFP shall be construed in favor of and governed by the RFP and its documents and requirements.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Proposer stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) records of both the District and the Proposer shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - PROPOSER'S LICENSE:** The Proposer must possess throughout the Project, the appropriate licenses, issued by the State of California, which must be current and in good standing.

**ARTICLE 11 - TERMINATION:**

(a) Termination for Cause: The District may terminate the Proposer and/or this Contract for the following reasons: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently or repeatedly is absent, without excuse, from the job site; fails to make payment to subcontractors, suppliers, materialmen, etc.; persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; fails to provide a schedule or fails or refuses to update schedules required under the Contract; falls behind on the Project and refuses or fails to undertake a recovery schedule; if the Proposer has been debarred from performing work; becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; Proposer or any of its subcontractors are not properly registered with DIR at all times; or is otherwise in substantial breach of a provision of the Contract Documents. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Proposer written notice of five (5) days, terminate the Proposer and/or this Contract.

b. Payments Withheld: If the District terminates the Contract for one of the reasons stated above, the Proposer shall not be entitled to receive further payment until the Project is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Proposer.

c. Payments upon Completion: If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Proposer. If such costs exceed the unpaid balance, the Proposer shall pay the difference to the District. The amount to be paid to the Proposer, or District, as the case may be, shall be certified upon application. This payment obligation shall survive completion of the Contract.

d. Termination for Convenience: District may terminate the Contract upon five (5) days written notice to the Proposer and use any reasonable method the District 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 District or Proposer make it impossible or against the District's interest to complete the Project. In such a case, the Proposer shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Proposer acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Proposer agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Bonita Unified School District

PROPOSER:

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

\_\_\_\_\_  
Typed or Printed Name

**PAYMENT BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the BONITA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Proposer"), an agreement for the work described as follows: Wireless Access Point Upgrades RFP No. 18-19:08 (hereinafter referred to as the "Public Work"); and

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

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Proposer, 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 BONITA UNIFIED 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 of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), such 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 Proposer 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 this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/PROPOSER:

\_\_\_\_\_

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: \_\_\_\_\_

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss.

COUNTY OF )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

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

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

**PERFORMANCE BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the BONITA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Proposer"), an agreement for the work described as follows: Wireless Access Point Upgrades RFP No. 18-19:08 (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Proposer 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 Proposer 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 Proposer, 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 BONITA UNIFIED SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Proposer, 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 District. 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 take over and 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. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

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 Proposer shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Proposer and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Proposer 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/PROPOSER:

\_\_\_\_\_

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: \_\_\_\_\_

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

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

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

**INSURANCE REQUIREMENTS FORM**

The Proposer shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Proposer shall obtain and maintain the following policies and coverage. The insurance furnished by the Proposer shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Proposer and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$1,000,000      General Aggregate

\$1,000,000      Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Proposer and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000      Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Proposer shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the Proposer for all coverage until the work is accepted as complete. The District requires the Proposer to furnish the District complete, certified copies of all required insurance policies. The Proposer shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

(2) For any claims related to the work, the Proposer's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Board of

Education, the District, their officers, employees, representatives, and agents shall be in excess of the Proposer's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Proposer's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Proposer's liability under the Agreement or Contract.

(3) In the event the Proposer does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Proposer shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Proposer, the District may pay for the insurance from Agreement sums otherwise due the Proposer.

(4) If the District is damaged by the failure of Proposer to provide or maintain the required insurance, the Proposer shall pay the District for all such damages.

(5) The Proposer's obligations to obtain and maintain all required insurance are non-delegable duties under the Agreement or Contract.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PROPOSER

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

Signature

**CERTIFICATION REGARDING BACKGROUND CHECKS**

As a contractor or independent consultant under contract with the Bonita Unified School District (“District”) my employees or I will be performing work which may result in contact with District pupils. Pursuant to California Education Code section 45125.1, I have read and understand the following requirements with regards to the fingerprinting of contractor’s employees or independent consultants:

1. The Contractor shall provide for the submission of fingerprints of employees who will have contact with District pupils to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ. Such clearance documents, when received from the CDOJ, shall be kept on file and made available for inspection upon request;
2. The Contractor shall not permit any contractor employees or independent consultants to come in contact with District pupils until CDOJ clearance is ascertained; and,
3. The Contractor shall certify in writing to District (by using this document) that no contractor employee or independent consultant who may come in contact with District pupils has been convicted of a violent or serious felony as defined in Education Code section 45122.1 (as listed in Penal Code sections 667.5 and 1192.7).

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**I understand that this certification is applicable for the covered period under this Agreement and that this certification covers any/all Contracts/amendments I may have with District in this time period.**

**I also understand that my legal obligation to meet the Education Code fingerprinting requirements is ongoing throughout the entire Contract time period with District, including any amendments that may subsequently be executed.**

***By my lawful signature below, under penalty of perjury, I hereby certify that no employees, contractors, subcontractors, or independent consultants who may come in contact with District pupils have been convicted of a violent or serious felony as defined in Education Code §45122.1 (as listed in Penal Code §§667.5 and 1192.7).***

\_\_\_\_\_  
Company Name or Independent Consultant

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title of Signatory



**ATTACHMENT "A"**

**BONITA UNIFIED SCHOOL DISTRICT LOCATIONS**

<p><b>Allen Ave Elementary</b> 740 Allen Ave. San Dimas, CA 91773</p>	<p><b>Ekstrand Elementary</b> 400 N Walnut Ave. San Dimas, CA 91773</p>
<p><b>Gladstone Elementary</b> 1314 W Gladstone San Dimas, CA 91773</p>	<p><b>Grace Miller Elementary</b> 1620 Holly Oak St La Verne, CA 91750</p>
<p><b>La Verne Heights Elementary</b> 1550 Baseline Rd. La Verne, CA 91750</p>	<p><b>Oak Mesa Elementary</b> 5200 Wheeler Ave. La Verne, CA 91750</p>
<p><b>Roynon Elementary</b> 2715 E St La Verne, CA 91750</p>	<p><b>Shull Elementary</b> 825 N. Amelia San Dimas, CA 91773</p>
<p><b>Lone Hill Middles School</b> 700 S Lone Hill San Dimas, CA 91773</p>	<p><b>Ramona Middle School</b> 3490 Ramona Ave La Verne, CA 91750</p>
<p><b>Bonita High School</b> 3102 D St. La Verne, CA 91750</p>	<p><b>San Dimas High School</b> 800 W Covina Blvd San Dimas, CA 91773</p>
<p><b>Ed Jones Education Center</b> 121 W Allen Ave San Dimas, CA 91773</p>	<p><b>District Offices</b> 115 W. Allen Avenue San Dimas, CA 91773</p>
<p><b>Bonita Center for the Arts</b> 822 W Covina Blvd. San Dimas, CA 91773</p>	