



“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District
2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 327-7004

Board Members:
Ana Maria Pulido, President
Sharifa Wilson, Vice President
Stephanie Fitch, Clerk
Marielena Gaona-Mendoza, Member
Tamara Sobomehin, Member

Gina Sudaria
Interim Superintendent

NOTICE INVITING PROPOSALS
School and District Office IT Infrastructure Upgrades

Notice is hereby given that the Ravenswood City School District (hereinafter referred to as "District"), is requesting proposals for the School and District Office IT Infrastructure Upgrades.

No offer of intent should be construed from this legal notice that the District intends to enter into a contract with the interested company for the acquisition of power circuits in the MDF/IDFs, power for classroom TVs, and pathways for low voltage cabling unless, in the sole opinion of the District, it is in the best interest of the District to do so. The District reserves the right to negotiate final contractual terms with the successful company.

Written proposals must be sealed and filed with the Ravenswood City School District, 2120 Euclid Avenue, East Palo Alto, CA 94303 no later than 3:00PM on May 25, 2020. Proposals will not be opened in the public. Proposals will be opened in a non-public opening.

Non-mandatory site walkthroughs will convene on May 11, 2020 at 10:00 AM at the District Office, 2120 Euclid Avenue, East Palo Alto, CA 94303 and on May 12, 2020 at 10:00 AM at 2695 Fordham St, East Palo Alto, CA 94303. The first walkthrough will be through the District Office and Los Robles McNair sites. The second walkthrough will be through the Costaño and Belle Haven school sites.

The Board of Trustees reserves the right to reject any and all proposals and to waive any irregularity therein. Proposals will be studied, and a recommendation will be made to the Board of Trustees at its regular board meeting.

Interested companies may download the RFP #RCSD-P5ELEC from the District's website at www.ravenswoodschools.org/rfps. Questions should be directed to rfps@ravenswoodschools.org.



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Interim Superintendent

April 27, 2020

To All Interested Parties:

Enclosed, please find this Request for Proposal (RFP) for the School and District Office IT Infrastructure Upgrades, RFP #RCSD-P5ELEC. Please review the conditions of the RFP and if you have questions, please submit them in writing to rfps@ravenswoodschools.org. All submitted questions and responses will be compiled and posted onto the district website.

The RFP response is due by May 25, 2020 at 3:00 PM. Original signature documents must be mailed, or hand delivered to Business Services, 2120 Euclid Ave, East Palo Alto, CA 94303 ATTN: Solomon Hill. Due to the current COVID-19 pandemic, proposers are permitted to submit an electronic searchable PDF of the proposal to the District. The PDF should be secured from the ability to edit the file in the final format. The submission attachment is not to exceed 40MB. If file size is larger than 40MB, submissions are to be split into multiple parts to not exceed the 40MB limit. The electronic version is provided for the District's review and is considered final on the date received. The proposals should be emailed directly to rfps@ravenswoodschools.org. Respondent is responsible for ensuring accurate and timely delivery of proposal.

Non-mandatory site walkthroughs will convene on May 11, 2020 at 10:00 AM at the District Office, 2120 Euclid Avenue, East Palo Alto, CA 94303 and on May 12, 2020 at 10:00 AM at 2695 Fordham St, East Palo Alto, CA 94303. The first walkthrough will be through the District Office and Los Robles McNair sites. The second walkthrough will be through the Costaño and Belle Haven school sites.

The following must be completed, signed, and returned with RFP Proposal; incomplete packets will not be considered:

- 1. Response to RFP (see Bidder and Proposal Requirements)**
- 2. Completed Equipment Itemization Checklist**
- 3. List of Billable Materials and Labor Costs**
- 4. Three Client References**
- 5. Documentation of Network or Cabling Certifications**

Thank you for your interest in the Ravenswood City Elementary School District.

Sincerely,

Solomon P. Hill
Director of Technology
Ravenswood City Elementary School District
2120 Euclid Ave
East Palo Alto, CA 94303
rfps@ravenswoodschools.org



Ravenswood City School District

Technology Department
2160 Euclid Avenue
East Palo Alto, CA 94303-1799

(650) 329-2800 x60166 – phone

(650) 327-7004 - fax

Request for Proposal School and District Office IT Infrastructure Upgrades

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2 Introduction

The Ravenswood City Elementary School District (RCSD) is inviting proposals from qualified vendors to submit a proposal for site upgrades to four of their locations, where all power circuits in the MDF/IDFs, power for classroom TVs, and pathways for low voltage cabling will be replaced. The sites where the upgrades will occur are Costaño Elementary, Los Robles McNair Academy, Belle Haven School, and the District Offices. Please submit pricing on items to be furnished by the interested party in accordance with all conditions and specifications.

The #RCSD-P5ELEC is part of Bond Measure H and S funds that were passed in 2018-19 for modernizing the school district. These funds for IT modernization were split into the following five phases:

Phase 1: Phone System Upgrade - District phone system upgrade.

Phase 2: RMS IT Infrastructure Upgrades – Ravenswood Middle School IT infrastructure modernization and consolidation of multiple school sites into one site.

Phase 3: Backup Datacenter – creation of backup datacenter for servers and connectivity to keep IT systems running during outages.

Phase 4: Primary Datacenter Upgrades - modernize and upgrade district servers and services.

Phase 5: School and District Office IT Infrastructure Upgrades - IT infrastructure upgrades for all remaining schools.

The Phase 5 project has been divided into multiple RFP's, but are all part of the same project. They have been divided into the following components:

1. Classroom A/V, Clocks and Paging– #RCSD-P5AV
2. IT Infrastructure - #RCSD-P5IT
3. Electrical - #RCSD-P5ELEC
4. Low Voltage Cabling - #RCSD-P5CBL

The RFP response shall be returned to the attention of: Solomon Hill by 3:00PM on May 25, 2020. Original signature documents must be mailed, or hand delivered to Business Services, 2120 Euclid Ave, East Palo Alto, CA 94303 ATTN: Solomon Hill. Due to the current COVID-19 pandemic; proposers are permitted to submit an electronic searchable PDF of the proposal to the District. The submission attachment is not to exceed 40MB. If file size is larger than 40MB, submissions are to be split into multiple parts to not exceed the 40MB limit. The PDF should be secured from the ability to edit the file in the final format. The electronic version is provided for the District's review and is considered final on the date received. The proposals should be emailed directly to rfps@ravenswoodschools.org. Respondent is responsible for ensuring accurate and timely delivery of proposal.

2.1 RFP Selection Process

The selection process will include review and evaluation of proposals by school district staff. Cost will be the primary factor for evaluation, and other criteria include understanding of needs as expressed in the submitted bids, and vendor experience with providing requested services. The district may bring in outside consultants and/or members of the community to assist with the review of the proposals. A breakdown of evaluation criteria is documented in section the Basis of Award section.

2.2 Background

The District serves about 2,000 students, Pre-kindergarten through eighth grades, from East Palo Alto and East Menlo Park, California. The ethnic make-up of the population is predominantly Hispanic 81%, followed by Pacific Islanders 10%, African American 6%, and other 3%. The district has embarked upon an aggressive initiative to improve the educational opportunities provided to students and their families. The District consistently strives to improve the academic, social, as well as the overall health and economic conditions for the entire Ravenswood community. Ravenswood District has about a 90% free and reduced school lunch rate.

The District currently supports 6 educational sites and a District Office including nearly 2000 students and an employee base of approximately 500 staff, including 120 classroom teachers. These offices and education sites are connected by a district-supported Local Area Network (LAN) and Wide Area Network (WAN) utilizing 2 Gbps fiber EPL lines to each school site. The current use of our District LAN/WAN can be characterized as follows:

- Transmitting administrative data for managing our staff, schools and students.
- Providing resources for distributing educational content to the classroom.
- Providing access to the Internet for educational purposes.

All of these LAN sites currently have a professionally installed data network infrastructure with Internet access available in every classroom. Our network is setup in a star configuration, where sites are connected via 2 Gbps fiber EPL to the remote sites. All pre IT upgraded classrooms contain a Cisco 2960CX or Cisco 3560 PoE switch connected to a fiber backplane. Every classroom has 6 strands (3 pairs, all 62.5 micron) of fiber and 1 CAT5e cable that connects the classroom switch to one of the school IDFs (Intermediate Distribution Frame). Because we need to have 1 access point and 1 PoE telephone in each classroom, but only have one CAT 5 going to each classroom, each room with an access point currently has a PoE switch. Each school has between one and nine professionally installed IDFs that are connected to the school MDF with fiber. Existing networked switches and routers are from Cisco Systems, (about 420 total). We have a Cisco CallManager 12.1 VOIP Telephone system.

The District has recently adopted SingleWire InformaCast as its IP-based paging system. InformaCast is a mass notification system that sends messages to on-premises devices and mobile users. We are using InformaCast Fusion 12.7.1 which is tied to our Cisco CallManager phone system.

The district currently utilizes two Cisco 5508 Wireless LAN Controllers running IOS v8.0.110.0 that connects 282 Cisco 1702i, 3502i, 1142N, and 2602i access points to provide 802.11n wireless service. Additionally a new Cisco 5520 WLC was installed in the Data Center for all newly upgraded and installed WAPs at the Ravenswood Middle School.

The district utilizes both wired desktops and mobile Chromebook carts in classrooms. There are approximately 3,000 wireless laptops and tablets in use by teachers and students at RCSD. These are by various manufacturers and include 802.11a/g/n/ac capable devices. Models in use include about 200 Apple iPads, various Windows 10 HP staff laptops, and Dell and HP Chromebooks.

The district currently utilizes Windows 2008 Servers for DNS, DHCP, print, file and other network services. Each site has two or more servers to provide primary network services, with a backup server.

2.3 Qualifications/Minimum Requirements

The District may award a contract to the firm(s) that, in its sole opinion, is the most capable of providing the range of services described in the RFP and in the long-term best interests of the District. To participate in the District's RFP process and to be considered for this project, the respondent must meet the following minimum requirements:

- Active general contractor's license in California.
- Minimum of \$1 million in bonding capacity for a single project.
- Adequate financial resources to support the range of alternatives anticipated.
- An established record of technical performance on typical projects within California.
- A proven record of on-time and on-budget performance.
- Excellent safety record.
- Established records of the firm's ability to perform the work.
- Qualified, trained, and knowledgeable staff.
- Ability to effectively communicate with the District Governing Board, administration, staff, students, and community, as needed.

The District reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the services requested as part of this RFP.

2.4 Bidder Requirements

1. The scope of this contract may be scaled up or down to meet both the amount of received funding and the Ravenswood City School District budget.
2. This Project will be a deliverable-based engagement.
3. RFP responses should be reviewed for accuracy before submission to RCSD since they may not be amended after submission to RCSD. RCSD will not be responsible for errors

or omissions in any RFP responses. RCSD reserves the right to reject any and all RFP responses, or to waive any irregularities, or informalities in the RFP process.

4. The Ravenswood City School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered.
5. The work of this project will not affect nor interfere with the functionality of the existing infrastructure or live systems until the new implementation has been thoroughly tested and documented and is ready to go into production.
6. Upon selection of a vendor, the District will provide access to various documents and key District personnel relevant to this project, as needed by the selected vendor.
7. The bidder must state their assumptions for this project, including how pricing was calculated and on what it was based. Include any other assumptions used to determine the amount of work necessary to ensure success.
8. Questions should be submitted in writing (preferably e-mail, see address below). Responses will be posted on the RFP webpage at the following address: <http://www.ravenswoodschools.org/rfps> and e-mailed to questioner.
9. The District reserves the right to review resumes and credentials, and approve or disapprove the assignment or reassignment of Vendor personnel.
10. Vendor must:
 - Be authorized in California to supply all requested products and services
 - Have current liability and workers compensation insurance
 - Vendor and subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, including prevailing wage.
 - Provide three client references for projects of a similar size and scope, preferably in K-12 schools.
11. All work will be in accordance with drawings, specifications, and general contract conditions and subject to funding at a level deemed acceptable by RCSD.
12. The vendor must maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission (FCC).
13. The vendor acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non - confidential pursuant to §54.504 (2)(i)(ii). c.
14. Any RFP responses received after 3:00 PM on May 25, 2020 may be rejected and returned to the firm unopened.
15. The selected vendor will be responsible for managing this project and be expected to use the PMBOK, Project Management Body of Knowledge Best Practices standard.
16. Default by Bidder
 - The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

- If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, the District may, upon written notice to the vendor/s, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials supplies or services elsewhere without further notice to the vendor.

17. Hold Harmless Clause

- The successful vendor agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its offers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of or in subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

18. Prevailing Law

- In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

19. Taxes and Insurance:

- All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

20. Governing Law and Venue

- In the event of litigation, the RFP documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Santa Clara County.

21. Permits and Licenses

- The successful vendor/s and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

22. Insurance

- The successful vendor/s shall be prepared to provide proof of the required insurance documented in the contract in **Section 15.1** or required by state and federal law. Including the proof of bonding and insurance. If the status of any insurance changes the vendor is required to report this to the district immediately.

23. Performance and Payment Bond

- In order to ensure that any Change Order work will be as fully bonded as work envisioned under the original Contract Documents, the Contractor shall provide, within five (5) days of the Execution Date, written proof, satisfactory to the District, that (1)

it has pre-reserved bonding capacity in the amount of One Hundred Fifteen Percent (115%) of the Contract amount; or (2) its bonding company will bond any Change Order work which may be added to the Contract.

- During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within ten (10) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such ten (10) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the payment bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay as aforesaid, shall have justified on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.
- Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined in California Code of Civil Procedure section 995.120(a), legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Bond forms are furnished herewith

24. Proposal Terms and Conditions

- Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract.
- Any contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the Ravenswood City School District Board of Trustees and signed by the Superintendent or designee.

2.5 Bid Bond

Accompanying each proposal shall be an original Bid Bond equivalent to 5% of the total RFP project bid. Bond must be in the form provided (see Attachment 15.4), and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said bond is submitted. Said bond shall guarantee that the vendor, if awarded the contract will execute and deliver required Contracts, Bonds and Insurance requirements. Unsuccessful bidder's bid bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's bid bond will be returned within thirty (30) days upon full execution of all contract documents.

2.6 Completion Date / Notice to Proceed

Contractor agrees that all work required to be performed by the Contract Documents shall be completed by the milestone dates specified in the “Scope of Work” documents and above in the “Project Timeline”. Contractor acknowledges that it shall be liable for liquidated damages as set forth in this Agreement if the Project is not completed by these dates.

2.7 Liquidated Damages

The completion date and date of milestones is the essence of the Agreement. The Contractor shall complete the Project by the dates specified in the Project Timeline section unless the District agrees in writing to an extension of time through the documented Change Order Process.

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of school activities, costs of administration, inspection, costs incurred for project management, supervision and the loss suffered by the public within the District.

Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages which the District shall directly incur upon failure of the Contractor to complete the Project within the time specified: Five Hundred Dollars (\$500.00), plus 50% of all project management costs, during or as a result of each calendar day by which the substantial completion of the Project is delayed beyond the date specified in Project Timeline.

If the Contractor becomes liable for liquidated damages under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the District until all such liabilities are satisfied in full.

If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

2.8 Disqualification of Bidder

A bidder may be disqualified for such reasons as:

1. Having defaulted on a previous contract.
2. Having performed unsatisfactorily on a previous contract, including failure to fulfill the warranty obligations of a previous contract with the District.
3. Failure to include documentation for required proposal certifications
4. Failure to provide at least three client references for projects of a similar size and scope
5. Failure to comply with general proposal specifications as stated below.
6. Failure to meet the dates documented in the Project Timeline without an agree upon change order

3 Project Timeline

Due to the scale of this project extending across multiple school sites at once, we have decided to split the work schedule and milestones into two distinct phases.

- **Phase 1 work:**
 - a. Equipment purchasing for all schools and the DO.
 - b. Costaño (CO) and Bell Haven (BH) to be completed before the start of the new school year, 8/15/20.
 - c. Proposed order of operation:
 - i. Cabling and Electrical begin work together. This would be demo of the existing cabling, wall cabinets, removal of whiteboards. Running of new conduit and pathways for electrical and low voltage.
 - ii. AV will need to be in coordination with Cabling for cable pathways and runs for the AV equipment.
 - iii. AV and IT come in next to begin work on completed areas if possible.
 - d. Further planning and infrastructure preparation at Los Robles McNair (LR) and the District Office (DO). (Conduit runs, trenching and possible mounting of IDF cabinets).
- **Phase 2 work:**
 - a. During the winter and spring breaks of the schools, begin running electrical to the new locations of the IDFs and classrooms at Los Robles McNair (LR).
 - b. Final preparation of the equipment and site work in preparation to begin full project commencement at LR and DO.
 - c. The District Office work can begin in April 2021 and must be completed before the end of June 2021.
 - d. Los Robles McNair to be completed between 6/7/21 and 8/6/21.
- 4/27/20 - RFP Posted
- 5/11/20 – 10:00 am - Site Walk for District Office and Los Robles McNair
- 5/12/20 – 10:00 am - Site Walk for Costaño and Belle Haven
- 5/25/20 – 3:00 pm - Proposal Submittal Deadline
- 6/1/20 - Expected Proposal Selection
- 6/8/20 - Project Commencement – Phase 1
 - a. 7/20/20 - Milestone 1: Cabling and Electrical work to be completed. (#RCSD-P5CBL and #RCSD-P5ELEC)

- b. 8/7/20 - Milestone 2: AV and IT installation to be completed. (IT will be done in #RCSD-P5IT)
 - c. 8/15/20 - Milestone 3: Final testing and sign-off at CO and BH.
- 8/31/20 - Project Completion Date – Phase 1
- Winter break 2020
 - a. Determine conduit and trenching requirements at LR and DO locations.
 - b. Begin electrical work to new receptacle locations.
- Spring break 2021
 - a. Finalize low voltage and electrical pathways at the LR and DO sites.
 - b. Order any remaining supplies and equipment.
 - c. Begin equipment and system prep for the construction to begin in June 2021.
- 4/12/21 – District Office - Project Commencement – Phase 2
 - a. 4/23/21 - Milestone 1: Remodel of the MDF to be completed.
 - b. 5/7/21 - Milestone 2: Cabling and Electrical pathways and new conduit in place. (#RCSD-P5CBL and #RCSD-P5ELEC)
 - c. 5/17/21 - Milestone 3: All IDF racks and cabinets installed. (#RCSD-P5CBL)
 - d. 5/31/21 - Milestone 4: Cabling to all IDFs, MDF and other locations complete. (#RCSD-P5CBL)
 - e. 6/11/21 - Milestone 5: Installation of all IT and AV equipment.
 - f. 6/25/21 - Milestone 6: Final testing and sign-off at the DO.
- 6/7/21 – LR Project Commencement – Phase 2
 - a. 7/12/21 - Milestone 1: Cabling and Electrical work to be completed
 - b. 7/30/21 - Milestone 2: AV and IT installation to be completed. (IT will be done in #RCSD-P5IT)
 - c. 8/6/21 - Milestone 3: Final testing and sign-off at LR
- 8/31/21 - Project Completion Date – Phase 2

4 Project Executive Summary

The Ravenswood City School District will be performing site upgrades to four of their locations, where all power circuits in the MDF/IDFs, power for classroom TVs, and pathways for low voltage cabling will be replaced. The sites where the upgrades will occur are at Costaño Elementary, Los Robles McNair Academy, Belle Haven School, and the District Offices. In addition to network upgrades, there will be separate RFPs for Low Voltage, IT Infrastructure updates, and A/V and clocks/paging system updates. The Ravenswood City School District has retained Think Connected to assist with design and procurement of upgrades to the electrical infrastructure for these sites.

5 Project Key Objectives

1. Replace/Update power service to all MDF and IDF locations.
2. Add standard outlets to all classrooms to power televisions.
3. Patch and paint walls to repair any holes or damage done to the rooms after install of new outlets.

4. Remove outlets that are installed inside IDF cabinets that are planned for Phase 5 decommission.

6 Project Scope of Work

The below sections describe the scope of work for the project.

6.1 General Requirements/Information

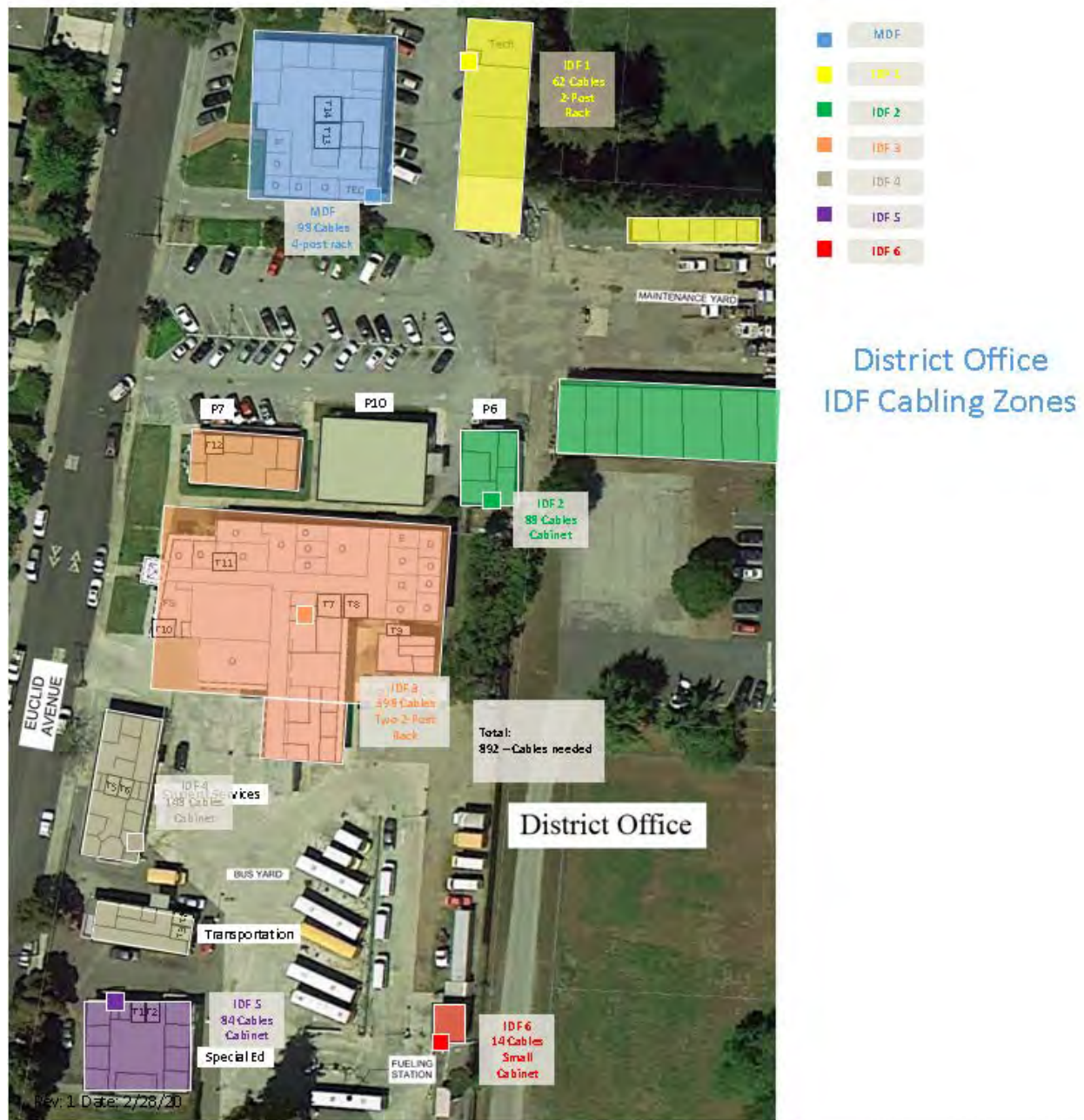
1. Vendor's proposed solution should include any necessary training, technical support, equipment installation and configuration, taxes, shipping costs, cabling and trash removal to complete the installation and integration with the existing network systems.
2. All equipment in vendor's proposal must be new equipment purchased from an authorized seller. No grey market or used equipment will be considered.
3. Warranties and support for all items should have the longest possible terms included.
4. During the site walk with vendors, the locations of all network closets, conduit, and existing cabinets will be identified and documented.
5. Vendors need to supply an inventory of all equipment.
6. All equipment should have an asset tag and label. RCSD IT will provide tags and labeling format.

6.2 MDF Specifications

1. Dedicated power will be needed at the top of the rack enclosure.
 - a. The power will need to match the voltage and inputs for the recommended UPS solution. This UPS solution will be identified in a separate RFP. (#RCSD-P5IT)
2. The vendor will be responsible for extending electrical for use in the MDF. The specifications for power should be as follows:
 - a. 2x208V 30 Amp Circuits
 - b. L14-30R receptacles
 - c. Additional 20 Amp - quad port/dual gang for standard NEMA 5-20R outlets.

6.3 IDF Specifications

1. Vendor will provide a dedicated power circuit to each IDF location with the following Specs:
 - a. Power must support the recommended UPS solution (Volts, input, and amps). This UPS solution will be identified in a separate RFP. (#RCSD-P5IT)
 - b. Recommended:
 - i. 120V
 - ii. 30 Amp circuit for the UPS
 - iii. Connection for UPS to be connected may need to be NEMA L5-30P (depends on recommended UPS solution).
 - iv. 20 Amp - quad port/dual gang for standard NEMA 5-20R outlets.



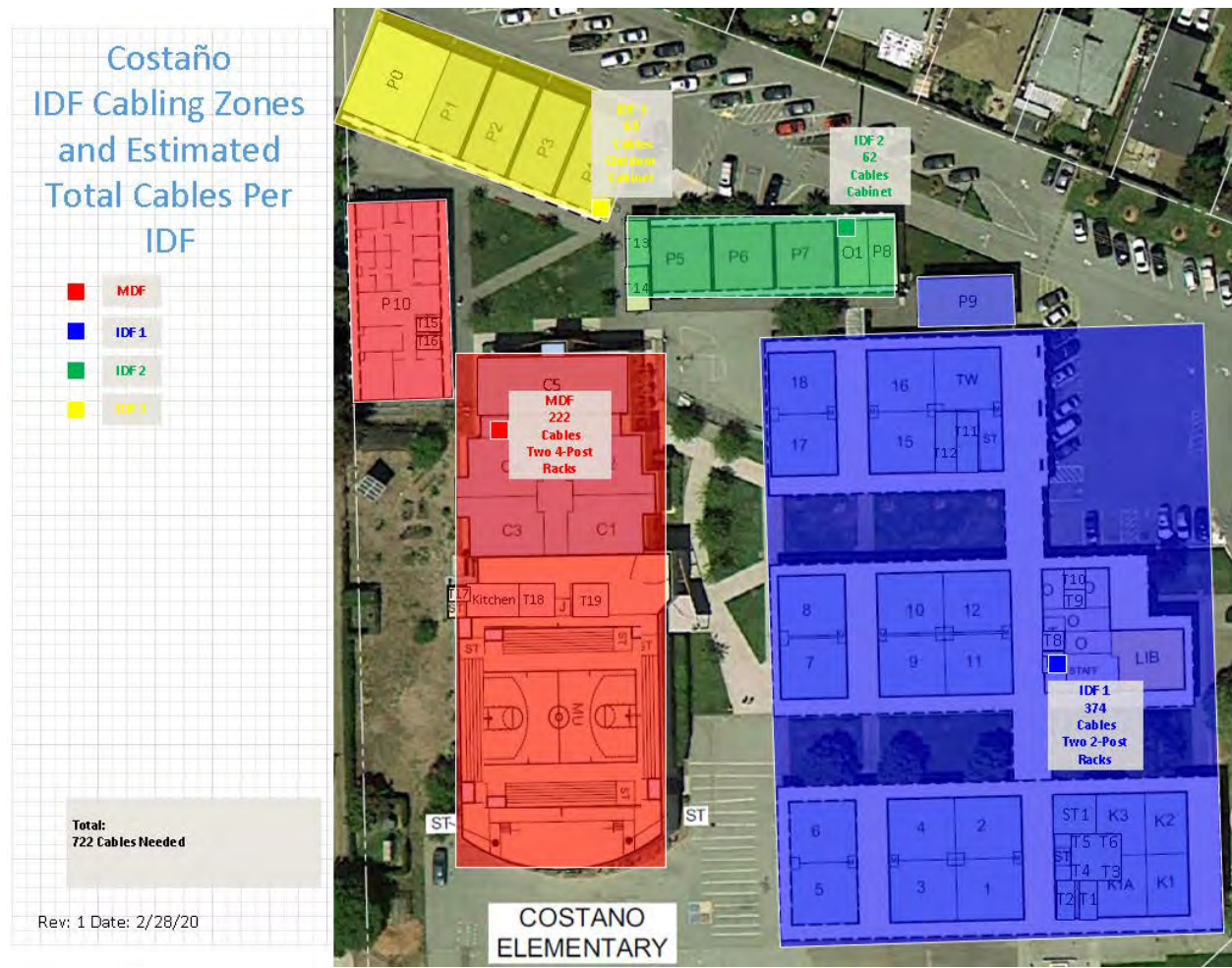


Figure 2: Costaño MDF/IDF Locations



Figure 3: Belle Haven MDF/IDF Locations



Figure 5: District Office TV Locations

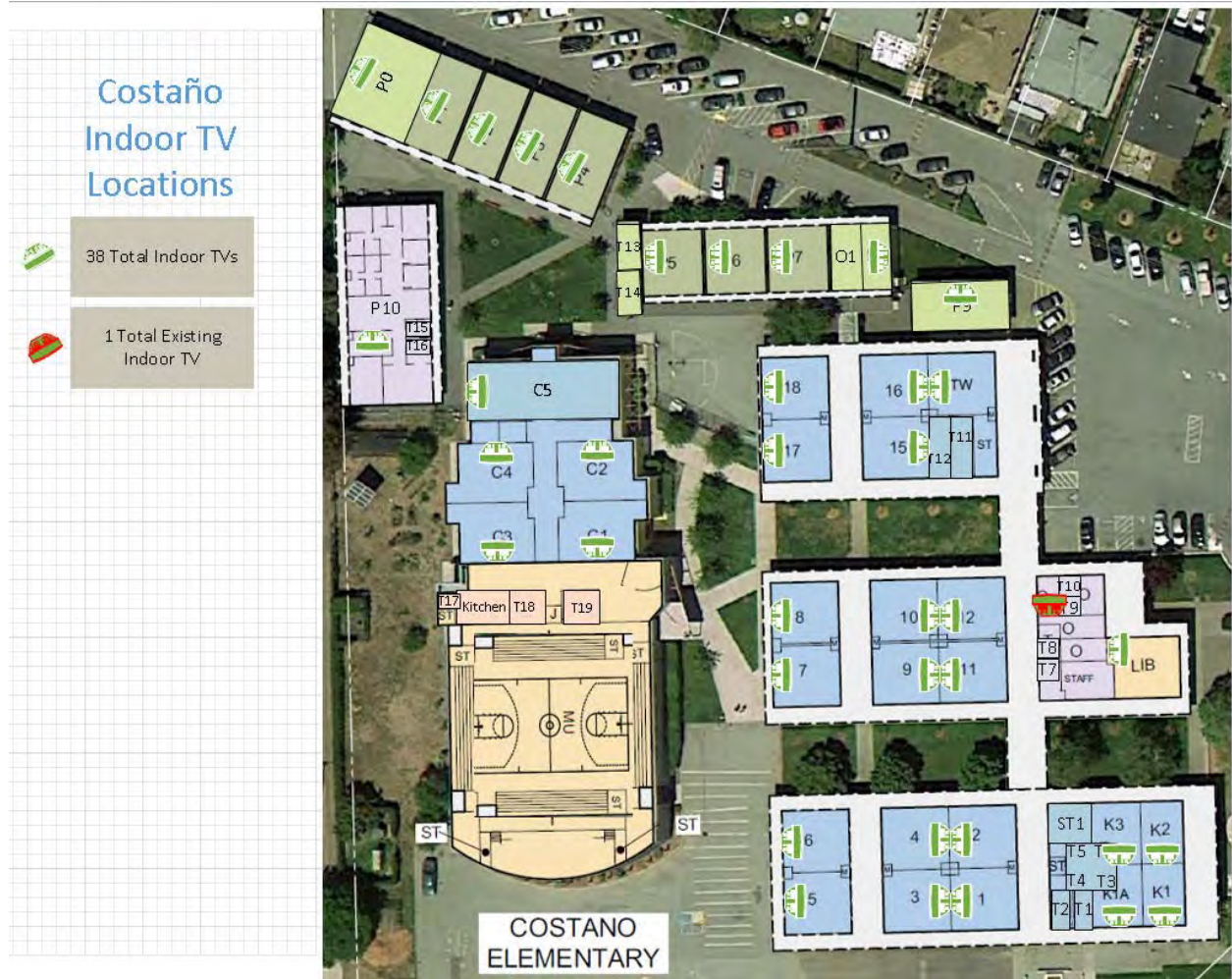


Figure 6: Costaño TV Locations





Figure 8: Los Robles McNair TV Locations

6.5 Decommissioning of Existing Electrical

1. There are cabinets in many of the classrooms. The power will need to be decommissioned from each of these cabinets if the power is installed inside the cabinet.
2. The cabinets will be removed from the wall through a separate RFP #RCSD-P5CBL.

7 Equipment Itemization Checklist

1. Vendors should include list of billable materials
2. Vendor can use the below tables to verify all items are included
3. Vendor should include a breakout of labor costs

4. Taxes need to be included

7.1 Equipment List 1

Equipment and labor checklist	
119 - Equipment and installation for power receptacles behind TV	
14 – Equipment, installation, and delivery of dedicated power for indoor IDFs (30 amps)	
3 – Equipment, installation, and delivery of dedicated power for outdoor IDFs (30 amps)	
4 – Equipment, Installation, and delivery of dedicated power for MDFs (30 amps)	
Cost for disposing and removing electrical outlets from decommissioned IDF cabinets	
21 - Additional 20 amp power circuit delivered to each cabinet for IDF/MDF	

7.2 Status Meetings and Project Updates

Vendors will be required to keep the District updated on the progress of work with status meetings and email progress updates. One hour status meetings will be scheduled each week typically at the beginning of the week. Vendor shall be prepared to join these meetings each week. These meetings will be scheduled based on the vendor's availability. In addition, all subcontractors actively working on tasks shall be required to join the calls and provide regular status updates to the work being performed. At the end of the week vendors should email a high level status update on tasks completed during the week.

8 Contract

A sample contract is shown in the section **Attachment 1: Contract**. All vendors should be ready to agree to the terms of this contract. Changes to the contract can be requested in the RFP response.

9 Payment

The District agrees to pay the Contractor in current funds for the performance of the Agreement the amount proposed in this bid and approved change orders.

All equipment will be paid once receipt of a tracking number and a list of the inventory is provided to the District. The District can approve payment for equipment up front, but this cannot exceed 50% of the value documented in the Bill of Materials (BOM).

10 Invoice Submission Process

All invoices will be sent to the following email address: rcsd-phase5@ravenswoodschools.org. To ensure timely turnaround please be sure to have the information below included and the form attached. Please see the form in the section **Attachment 3: Invoice Form**.

All invoices must include the following:

- 1) Project ID #
- 2) Project Section or Milestone # (see timeline)
- 3) PO#
- 4) Amount invoiced
- 5) Work performed or BOM
- 6) Tracking number of equipment ordered (optional)
- 7) Amount remaining to be invoiced

11 Equipment Ordering

Equipment should be ordered immediately upon acceptance of the project so that any delay in ordering or shipping can be scheduled. If delays in ordering or delivery of equipment occur, the district must be notified immediately. If the delay causes a timeline change, submit a Change Order request using the below process.

12 Change Order Process

Any changes to materials, services, or milestone dates after contract award shall be documented in writing using the form shown in **Attachment 2: Change Order Form** and shall be considered valid when approved in writing by the District. The form should be filled out and emailed to: rcsd-phase5@ravenswoodschools.org. Key information that needs to be included:

- 1) Nature of the change

- 2) Name of the person and company requesting the change
- 3) The items or section in the SoW will be changed
- 4) Costs associated with the change
- 5) Impact on the total cost of the project
- 6) Estimated impact on the timeline of project

13 Basis of Award

1. The District will not award this project based solely on lowest bid, but rather lowest qualified bidder and the following weighted criteria will be taken into account:
 - a. Price of the goods and services 40%
 - b. Prior Experience with vendor and references 15%
 - c. Vendor Project Technical Design 30%
 - d. Vendor Local Support 10%
 - e. Environmental 5%
2. The Ravenswood City Elementary School District reserves the right to reject any and all quotations.

14 Appendix A: Submittal Form

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____ **FAX #:** _____

AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

Reference 1:

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____

Reference 2:

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____

Reference 3:

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____

Submittal

1. Proposals submitted via mail or delivered are to contain 1 original hard copy, and 5 stapled or bound copies in 8-1/2" x 11" binders with any supporting documentation.
 - a. In addition to the aforementioned paper copies, please provide an electronic (preferably PDF) copy of the proposal via USB flash or e-mail to rfps@ravenswoodschools.org.
2. Proposals submitted via email are to be secured from the ability to edit the file in the final format. The file is to be in a searchable PDF format.
3. Responses must be submitted via mail, delivered, or emailed by 3:00PM on May 25, 2020 to:

**ATTN: Solomon Hill
Business Office
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
rfps@ravenswoodschools.org**

15 Attachments
15.1 Attachment 1: Contract

PROFESSIONAL SERVICES AGREEMENT

Project: #RCSD-P5Elec

AGREEMENT BETWEEN RAVENSWOOD CITY SCHOOL DISTRICT AND [VENDOR]

This Vendor Contract ("Agreement" or "Contract") is made as of the date in the year **2020**, between the **Ravenswood City School District** ("District") and **[VENDOR]**. ("Vendor"). The District and Vendor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of PROJECT and the Vendor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Vendor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Availability of funds and budget and fiscal provision and termination in the event of non-appropriation.**
 - 1.1. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District.
 - 1.2. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
 - 1.3. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
 - 1.4. This section controls against any and all other provisions of this Agreement.
- 2. Services.** Vendor shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"): **"Statement of Work for PROJECT" dated DATE.**
- 3. Term.** Vendor shall commence providing Services under this Agreement on **DATE**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **DATE**. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.
- 4. Services Vendor Agrees To Perform.** See "Exhibit A – **"Statement of Work for PROJECT" dated DATE**
- 5. Submittal of Documents.** The Vendor shall not commence the Work under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ Signed Agreement (including Exhibits) _____ Debarment Certification
 _____ Insurance Certificates & Endorsements _____ Fingerprinting/Criminal Background
 _____ W-9Form _____ Roofing Certification
 _____ Workers' Compensation Certificate _____ Other: _____

6. **Compensation.** District agrees to pay the Vendor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed [Amount] \$X** ("Contract Price" – exclusive of optional services described in the proposal). District shall pay Vendor only for all undisputed amounts in installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
7. **Project Delivery Schedule of Work.** Vendor acknowledges and agrees time is of the essence and failure of Vendor to perform work on time as specified in this Agreement is a material breach of this Agreement. Vendor shall perform the work diligently as described in **Exhibit "A"** in accordance with the "Schedule of Work" set forth herein, and shall commence work upon receipt of any applicable Notice to Proceed ("NTP") from District.
- 7.1. Schedule of Work: **Work to commence DATE and conclude DATE.**
- | ACTIVITY | ESTIMATED DURATION | ANTICIPATED START DATE
(SUBJECT TO CHANGE) |
|----------|--------------------|---|
| | | |
- 7.2 The Parties acknowledge and agree that the Schedule of Work is based on estimated days of duration and anticipated start dates, which are subject to change, including without limitation any milestone schedules which may be revised to accommodate the actual NTP date.
- 7.3 The final project schedule shall be mutually confirmed and agreed to by the Vendor and the District within 14 calendar days of the Notice to Proceed of the work. Revisions to the Project Schedule shall only be made in writing and with the approval of the District.
8. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "A"**.
9. **Materials.** Vendor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
10. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.
11. **Standard of Care.**
- 11.1. Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's Services will

be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Vendor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

- 11.2. Vendor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 11.3. Vendor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Vendor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Vendor in performing the Services.
- 11.4. Vendor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

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

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

14. **Termination.**

14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered and equipment delivered and encumbered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.

14.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

14.2.1. material violation of this Agreement by the Vendor; or

14.2.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

14.2.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Vendor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14.3. Upon termination, Vendor shall provide the District with all documents produced maintained or

collected by Vendor pursuant to this Agreement, whether or not such documents are final or draft documents.

15. Indemnification

To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Vendors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, Vendors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Vendor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

16. Insurance.

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

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Vendor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

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

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Vendor's profession. -

16.1.4. **Bonding Insurance.** California law requires all contractors to have bonding insurance. Vendor must be prepared to provide the bonding certificate and information related to the bonding organization.

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

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

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or

amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Payment Does Not Imply Acceptance of Work.** No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the District and in such case must be remedied or replaced by Vendor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.
18. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor.
19. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
20. **Labor Code Requirements.** Vendor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Vendor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Vendor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
21. **Permits/Licenses.** Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this

agreement.

22. **Suspension and Debarment Certification.** A Vendor for any contract of one hundred thousand dollars (\$100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Vendor shall submit with the Contract a completed Suspension and Debarment Certification attached hereto as Exhibit "C."
23. **Safety and Security.** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
24. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
25. **Anti-Discrimination; Compliance with Americans with Disabilities.**
- 25.1. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, AIDS/ARC/HIV status, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
- 25.2. Vendor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Vendor, must be accessible to the disabled public. Vendor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Vendor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agree that any violation of this prohibition on the part of Vendor, its employees, agents or assigns will constitute a material breach of this Contract.
26. **Fingerprinting of Employees.** The Vendor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Vendor shall not permit any employee to have any contact with District pupils until such time as the Vendor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

27. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.
28. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 28.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 28.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
29. **Conflict of Interest.**
- 29.1. Vendor shall not make, participate in making, or in any way attempt to use his or her position, to influence a contract on behalf of the District when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
 - 29.2. Vendor and its agents, subcontractors and Vendors ("Vendor Entities") may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Vendor and Vendor Entities must submit a Statement of Economic Interests ("Form 700") as required by Cal. Govt. Code §§ 81000-91015; and RCSD Board Rules and Procedures 9270, "Conflict of Interest Code")
 - 29.2.1. Vendor and Vendor Entities shall determine whether its participation in a contract may constitute a conflict of interest. Vendor shall notify the District immediately if it determines or obtains information that a potential conflict of interest exists.
 - 29.3. **Additional Disclosure Requirement.** Vendor shall provide District the name of any employee of Vendor that is also a current or former member of the District's Governing Board or a District employee. Vendor shall submit the attached "Vendor's Disclosure Form Regarding RCSD Officials" attached hereto as Exhibit "C". Vendor shall update this form, as necessary, during the Term of this Contract.
 - 29.4. **Compliance with Gift Limits.** Vendor shall abide by applicable legal restrictions relating to offering gifts, meals or entertainment or other business courtesies to District officials. Vendor and Vendor Entities shall not:
 - 29.4.1. Offer, give, or promise to offer or give, directly or in directly, any money, gift or gratuity to any District contracting or procurement official at any time.

29.4.2. Offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See [a/so www.fooc.ca.gov](http://www.fooc.ca.gov))

29.5. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Vendor shall notify that District employee's supervisor of Vendor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Vendor.

29.6. **Vendor Certification.** In signing this Agreement, Vendor certifies that it will comply with conflict of interest laws and regulations, and RCSD Board Policies. Vendor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

30. **Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Vendor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty.

31. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

32. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Vendor shall neither rescind the Agreement nor stop Work.

33. **Confidentiality.** In connection with this Agreement, the Vendor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the District to the Vendor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Vendor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Vendor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Vendor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contactor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. The Vendor and all Vendor's agents, personnel, employee(s), and/or sub Vendor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

34. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery

service, or facsimile transmission, addressed as follows:

RAVENSWOOD CITY SCHOOL DISTRICT:
2120 Euclid Ave.
East Palo Alto, CA 94303
Tel: 650-329-2800
Fax: 650-325-3015
ATTN: Solomon Hill – Director of Technology

VENDOR:
[VENDOR]
ADDRESS

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
36. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
37. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
38. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
39. **Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
40. **Incorporation of Recitals and Exhibits.** The Recitals, each exhibit and certificate attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

VENDOR

RAVENSWOOD CITY SCHOOL DISTRICT

Signature

Chief Financial Officer

Solomon Hill, Director of Technology

APPROVED AS TO FORM:

Contracts Administration

Information regarding Vendor:

Vendor: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT "A"
Scope of Services

Vendor shall perform the following Services: Attach SoW in RFP response.

EXHIBIT "B"
Hourly Personnel Rates
Schedule of Fees and Charges

1. Compensation

- 1.1. The Vendor's fee set forth in this Agreement shall be full compensation for all of Vendor's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
- 1.2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below.

2. Method of Payment

- 2.1. Vendor shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Vendor shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Vendor shall submit to District on a monthly basis documentation showing proof that payments were made to its Vendors. No markup shall be allowed for Vendor costs in the performance of the Services.
- 2.4. Upon receipt and approval of Vendor's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

3. Hourly Rates

- 3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Vendor shall bill in quarter-hour increments for all Extra Services.

Job Title	Hourly Rate

- 3.2. The mark-up on any approved item of Extra Services performed by Vendor(s) shall not exceed **three percent (3 %).**

CERTIFICATION REGARDING RCSD OFFICIALS

Name of Vendor:	
Services to be performed under the Contract:	
Schools/Locations where services will be performed:	
Total Amount to be paid by the District Under this Contract not to exceed:	
Term of Agreement:	

☐ **NO.** None of the Vendor's employees (or owners) are current RCSD employees/Board members or former RCSD employees/Board members with the last two years.

☐ **YES.** Vendor's employees (or owners) listed below are current RCSD employees/Board members or former RCSD employees/Board members with the last two years. (If checked Vendor must complete table below. The list may be continued on an additional page as needed)

NAME	JOB TITLE(S) at RCSD	DATE(S) Individual is/was RCSD employment/Board	Form of PAYMENT Individual received from RCSD

On behalf of Vendor, I hereby certify that, to Vendor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Contract, if Vendor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current RCSD employees or Board members or former RCSD employees or Board members within the last two years, Vendor shall promptly notify the District and update this form.

Print Name of Signatory

CERTIFICATES

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date:

Proper Name of Vendor:

Signature:

Print Name:

Title:

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

I am aware of and hereby certify that neither _____ [Type name of Vendor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Vendor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Vendor on the _____ day of _____ 20 for the purposes of submission of this Agreement.

By: _____
Signature

Typed or Printed Name

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

That I am a representative of the Vendor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Vendor. Vendor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

Title: _____

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

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

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

Date: _____

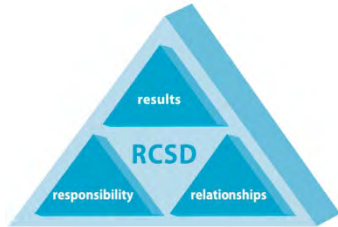
Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

15.2 Attachment 2: Change Order



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District
2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 327-7004

Board Members:
Ana Maria Pulido, President
Sharifa Wilson, Vice President
Stephanie Fitch, Clerk
Marielena Gaona-Mendoza, Member
Tamara Sobomehin, Member

Gina Sudaria
Interim Superintendent

CHANGE ORDER REQUEST FORM
Phase 5 School and District Office IT Infrastructure Upgrades Project

Date: April 27, 2020

In reference to the "Master Service Agreement" for the Phase 5 School and District Office IT Infrastructure Upgrades Project, and Project #RCSD-P5Elec in agreement between Ravenswood City School District and VENDOR. Please review the conditions of the below change request.

Instructions: Please fill out the below information and send to rcsd-phase5@ravenswoodschools.org.

Please write a summary of the changes requested:

Rationale for the request:

Change request number: #

Impact of the change to the project schedule:

SoW / Change Request	Expected Date of Completion	New Date of Completion

Cost impact of the change:

SoW / Change Request	Product Costs	Service Cost	Total Costs
Previous Value			

Attach or provide a detailed summary of the equipment (BOM) and a detailed description of the labor.

15.3 Attachment 3: Invoice Submittal



Ravenswood City School District
 2120 Euclid Avenue, East Palo Alto, California 94303
 (650) 329-2800 Fax (650) 327-7004

Board Members:
 Ana Maria Pulido, President
 Sharifa Wilson, Vice President
 Stephanie Fitch, Clerk
 Marielena Gaona-Mendoza, Member
 Tamara Sobomehin, Member

Gina Sudaria
Interim Superintendent

Invoice Submittal Form
Phase 5 School and District Office IT Infrastructure Upgrades Project

Date: April 27, 2020

This form is used for new invoices being submitted to the Ravenswood City School District for Phase 5 School and District Office IT Infrastructure Upgrades Project, and Project #RCSD-P5Elec in agreement between Ravenswood City School District and VENDOR.

Instructions: Please fill out the below information and send to rcsd-phase5@ravenswoodschools.org.

Invoice Number		Invoice Date	
Project ID #		Project Section #	
PO #		Amount Invoiced	
Vendor ID			

Please attach the RCSD invoice form filled out as well as attach any other documentation regarding what is invoiced.

15.4 Bid Bond Form

We the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Ravenswood City School District "District" in the sum of _____ Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of

Ravenswood City School District
**Costaño Elementary, Los Robles McNair Academy, Belle Haven School, and the District
Offices**
RFP NO. #RCSD-P5ELEC
2120 Euclid Avenue
East Palo Alto, CA 94303
School and District Office IT Infrastructure Upgrades

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid) within the time periods stated in the bid documents, and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety

shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

A notary public or other officer 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.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

By:_____

(Business Address)

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.
(The above must be filled in by Corporate Surety).

NOTICE INVITING PROPOSALS
School and District Office Electrical Upgrades

Notice is hereby given that the Ravenswood City School District (hereinafter referred to as "District"), is requesting proposals for the School and District Office Electrical Upgrades.

No offer of intent should be construed from this legal notice that the District intends to enter into a contract with the interested company for the acquisition of power circuits in the MDF/IDFs, power for classroom TVs, and pathways for low voltage cabling unless, in the sole opinion of the District, it is in the best interest of the District to do so. The District reserves the right to negotiate final contractual terms with the successful company.

Written proposals must be sealed and filed with the Ravenswood City School District, 2120 Euclid Avenue, East Palo Alto, CA 94303 no later than 3:00PM on May 26, 2020. Proposals will not be opened in the public. Proposals will be opened in a non-public opening.

Non-mandatory site walkthroughs will convene on May 11, 2020 at 10:00 AM at the District Office, 2120 Euclid Avenue, East Palo Alto, CA 94303 and on May 12, 2020 at 10:00 AM at 2695 Fordham St, East Palo Alto, CA 94303. The first walkthrough will be through the District Office and Los Robles McNair sites. The second walkthrough will be through the Costaño and Belle Haven school sites.

The Board of Trustees reserves the right to reject any and all proposals and to waive any irregularity therein. Proposals will be studied, and a recommendation will be made to the Board of Trustees at its regular board meeting.

Interested companies may download the RFP #RCSD-P5ELEC from the District's website at www.ravenswoodschools.org/rfps. Questions should be directed to rfps@ravenswoodschools.org.

SMCT#6481961; May 4,11,2020

.....

RFP #RCSD-P5ELEC, Addendum #1

Ravenswood City School District, Technology Dept.

April 29, 2020

Overview:

Please be advised of the following changes to the RFP documented below. All bidders are required to incorporate all necessary changes and additions to their proposals.

Questions and their Responses

1. Revision 1: Section 2: Introduction. The due date for the RFP response is moved to May 26, 2020 by 3:00PM. The school district will be observing May 25, 2020 for Memorial day and offices will be closed.

.....

Addendum: RFP #RCSD-P5ELEC

Questions & Responses #1

Ravenswood City School District, Technology Dept.

May 8, 2020

Overview:

The following questions were submitted by prospective bidders to RFP #RCSD-P5ELEC in written form. Please send questions to rfps@ravenswoodschools.org by Tuesday, May 19, 2020 in order to provide time for an adequate answer. Please refer to the RFP located at <http://www.ravenswoodschools.org/rfps> before submitting questions, as we will not respond to questions already adequately answered in the current RFP.

Questions and their Responses

- 1) I wanted to see if with the shelter in place, if the walkthroughs scheduled for May 11th and May 12th are still scheduled or if they have been postponed?

Yes, we will still be having the non-mandatory site walkthroughs on 5/11 and 5/12 for the project. We will meet in Room 106 at the District Office at 10:00am on Monday morning.

In light of the current COVID-19 restrictions, we will need to limit the total number of attendees and take other cautionary measures to ensure all of our safety during the walkthrough. Specifically:

- 1) All attendees must bring their own face covering and they must be worn at all times.**
- 2) We will need to practice "social distancing" by maintaining 6 feet between ourselves during the walkthrough and initial presentation/gathering in Room 106.**
- 3) Vendors, please limit the number of attendees to the walkthroughs, preferably to only 1 or 2 of your team members. The room in which we are convening is relatively large, but if necessary we will limit the number of people from each team in the room.**
- 4) We will need to rotate through the small server rooms a few participants at a time in order to maintain social distance.**
- 5) We will have a bathroom sink nearby for participants to wash their hands, and hand sanitizer in the room.**
- 6) Our custodial staff is cleaning the room by wiping it down with disinfectant before the meeting.**

Note that any gathering poses a heightened risk of COVID-19 transmission, and older adults and individuals with existing health conditions are at particularly serious risk if they contract COVID-19 and should not attend.

Thank you again for your interest in bidding

.....

Addendum: RFP #RCSD-P5ELEC

Questions & Responses #2

Ravenswood City School District, Technology Dept.

May 14, 2020

Overview:

The following questions were submitted by prospective bidders to RFP #RCSD-P5ELEC verbally during the site walkthroughs. Please send questions to rfps@ravenswoodschools.org by 5:00PM on Tuesday, May 19, 2020 in order to provide time for an adequate answer. Please refer to the RFP located at <http://www.ravenswoodschools.org/rfps> before submitting questions, as we will not respond to questions already adequately answered in the current RFP.

Questions and their Responses

- 1) Given the timeline on Phase 1 of this project, are there liquidated damages involved?
Yes, as stated in the RFP.
- 2) Would the systems be installed in a method where the existing systems stay active until cutover?
No, we are planning for both phases to completely remove the old systems prior to installing the new systems.
- 3) What classification licenses are required to perform the remodeling work in the District Office MDF?
We are requesting that the bidder provide the necessary contracting licenses for all work that needs to be performed. Please follow all state laws.
- 4) Can drawings and scaled plans be provided for all buildings?
We do not have plans and drawings for all sites, but will provide what is available by the school District.
- 5) Can we specify exactly what cabling needs to be decommissioned as part of the P5CBL RFP?
All obsolete cabling needs to be removed, e.g., old display cables, speaker cabling, old CAT5/6, inactive coax cables, and raceway purposed for these cables. Locations where CAT5/6 cables are removed will need a blank plate to cover afterwards.
- 6) Are as built drawings required after work is complete?
Yes, but they are not required to be to scale.

- 7) Is there another opportunity to have a walk through with contractors?
Unfortunately there will not be any other site walkthroughs.
- 8) What is the cutoff date for questions regarding the RFPs?
Questions must be submitted before 5:00PM on Tuesday, May 19th, 2020.
- 9) What if there is no ceiling access to leave a CAT 6 service loop in bathrooms?
A surface mount box with the loop is accepted in these situations.

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RFP #RCSD-P5ELEC, Addendum #4

Ravenswood City School District, Technology Dept.

May 14, 2020

Overview:

Please be advised of the following changes to the RFP documented below. All bidders are required to incorporate all necessary changes and additions to their proposals.

Questions and their Responses

1. Revision 1: Section 3: Project Commencement - Phase 1. The RFP lists the commencement date as 6/8/20. This actual commencement date is changed to 6/12/20.
2. Revision 2: Section 6.2: The power requirements for the MDFs at all sites remain the same with the exception of the District Office. The District Office MDF will require two 240V 60A circuits in addition to the two 208V 30A L14-30R circuits already requested in the RFP. The two 240V 60A circuits are to be extended into the MDF and hard wired into the existing UPS devices (APC SRT8KXLT-5KTF) that are being relocated from the District Office MPOE. There will also be a requirement to assist in moving these UPS devices and to remove the two 240V 60A circuits that currently serve the UPS equipment in the MPOE.
3. Revision 3: Section 6.4: Portable P1 at Costaño is no longer a classroom. There will not be a need to install an outlet in this room.
4. Revision 4: Section 6.4.2: The current RFP requests that all outlets in classrooms are to be installed at a height where it would be hidden behind a TV. This is still accurate for all classrooms with the exception of the following.
 - a. Classrooms K1, K2, and K3 at Belle Haven
 - b. Classrooms K1, K1A, K2, and K3 at CostañoThere is still a need for the outlet in these rooms, but at a height in-line with the other outlets in the room. There will not be a mounted TV in these rooms.
5. Revision 5: Section 7.1: Equipment List.
 - a. The count for equipment and installation for power receptacles behind TV is reduced from 119 to 118.
 - b. Pricing for installation two 240V 60A circuits at the District Office needs to be provided. This should include cost to assist in relocation and installation of current UPS to this circuit.

.....

RFP #RCSD-P5ELEC, Addendum #5

Questions & Responses #3

Ravenswood City School District, Technology Dept.

May 21, 2020

Overview:

The following questions were submitted by prospective bidders to RFP #RCSD-P5ELEC in written form. Please send questions to rfps@ravenswoodschools.org by 5:00PM on Tuesday, May 19, 2020 in order to provide time for an adequate answer. Please refer to the RFP located at <http://www.ravenswoodschools.org/rfps> before submitting questions, as we will not respond to questions already adequately answered in the current RFP.

Questions and their Responses

- 1) Do you have an estimate cost for this project?
We will not be posting estimated costs for the project.
- 2) Can you please send me drawings for electrical part?
Unfortunately, we do not have existing electrical drawings available.
- 3) Unfortunately we missed both of your non-mandatory walkthroughs can we have short walkthrough with one of your representatives who can briefly show us what needs to be done?
There will not be another opportunity for a walkthrough.
- 4) Where will be connection point for 30 Amp circuits and additional 20 Amp outlets? Will it be interior (at the top of the rack) or we have to extend it from the exterior?
The 30A and 20A circuits are to be installed at the top of the cabinet in the MDF locations. Any wall mount IDF cabinets will have the receptacles inside the cabinet. Two-post IDF racks will have the receptacles at the top of the rack.
- 5) In Project Timeline, Phase 1 (d) it is mentioned about trenching at LR & DO locations. Who will be responsible for trenching electrical subcontractor or cable subcontractor? If electrical we will need trench dimensions and drawings.
The trenching will be needed for the low voltage cabling and is in the #RCSD-P5CBL RFP.
- 6) Key Objectives - Replace/Update power service to all MDF and IDF locations. (Meaning behind Replace/Update?)
To clarify - Install new circuits where required and add additional receptacles as specified. The MDF and IDF locations do not have adequate power and new electrical will need to be installed in these locations.

- 7) Section 6.2 - Dedicated power will be needed at the top of the rack enclosure. (Is it 30 amp or 20 amp dedicated circuit?)
The 30A circuits are to be dedicated and the 20A circuit can be inline with an existing circuit if it will not overload the existing circuit breaker.
- 8) Section 6.2 - The vendor will be responsible for extending electrical for use in the MDF. (Is it 30 amp or 20 amp circuit that need to be extended? How long are the extensions?)
New 30A and 20A circuits will need to be brought into the MDF room for connection to the UPS equipment.
- 9) Section 6.2 - Additional 20 Amp - quad port/dual gang for standard NEMA 5-20R outlets. (Is it supposed to be dedicated electrical line originated from?)
This can be inline if it will not overload the existing circuit, otherwise it will need to be a new circuit.
- 10) Section 6.2 - What is the current power configuration at each location?
It varies at each location and will need to be validated by the winning contractor.
- 11) Section 6.2 - How many 30 amp and 20 amp circuit are present?
It varies at each location and will need to be validated by the winning contractor.
- 12) Section 6.3 - Vendor will provide a dedicated power circuit to each IDF location with the following Specs: (No mention of extending existing any conduits, are this new electrical runs in this paragraph?)
It varies at each location and will need to be validated by the winning contractor.
- 13) Section 6.3 - How far are the locations of electrical panels from IDF/MDF?
It varies at each location and will need to be validated by the winning contractor.
- 14) What is the project management cost for the purpose of determining 50% liability in the case of liquidated damages being assessed?
We do not have a published estimated PM cost.
- 15) Is there a status report on the hazardous material report per site with locations?
Hazardous material report is expected to be completed in June before construction begins and will be made available to winning vendor before construction. We expect few, if any, necessary change orders to result because of past building modernization projects.
- 16) When will the school plan sets be available to review?
The plan sets were not as readily available as we thought. These will not be ready in time for the due date. If you need rough measurements for conduit and cable runs, you can use the measure tool on Google Maps.



LISTING OF RECEIVED PROPOSALS

Bids:	Phase 5 School & District Office IT Infrastructure Upgrade Electrical Project – RFP #RCSD-P5ELEC	Date:	May 26, 2020
Time:	3:00PM	Room:	District Office, Technology Office

RFP Submitted By	Date/Time Received	Initials
TSE Construction	May 26, 2020 2:25pm	[Signature]
Development Group Inc	May 26, 2020 2:36pm	[Signature]



6/2/2020 RFP Assessment Meeting Participants via GoToMeeting Video Conference

1. Solomon Hill, Director of Technology, Ravenswood City School District
2. Derek Grunewald, Co-Founder, Think Connected (IT Consultants)
3. Davis Song, Senior System Administrator, Think Connected
4. Randy Jackson, Network Specialist, Ravenswood City School District
5. Michael Shaw, System Administrator, Ravenswood City School District

RFP Assessment Worksheet

2020

Page 1 of 1

Project or Service
Description

RFP# RMS-P5ELEC - Phase 5 Schools & District Office IT Infrastructure Electrical Upgrade Project

Vendor Scoring (use additional worksheets if necessary) Score on a scale of 1-5

Selection Criteria	Weight*	Development Group, I		Tse Construction							
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price of goods & services	40%	4	1.6	5	2		0				
Prior Experience & References	15%	2.25	0.3375	3	0.45		0				
Vendor Project Technical Design	30%	2.75	0.825	2.75	0.825		0				
Vendor Local Support	10%	3	0.3	4	0.4		0				
Environmental	5%	3	0.15	3	0.15		0				
Overall Ranking	100%	3.2125		3.825		0					

Vendor Selected: Tse Construction

Approved By: Solomon Hill

Title: Director of Technology

Date: 6/2/20

Solomon P. Hill

Bid Assessment Comments, if needed:

Notes:

* Percentage weights must add up to 100%. Price must be weighted the heaviest.

** Evaluated on a scale of 1 to 5: 1=worst, 5=best.

*** Weight x Raw Score

TSE Construction

699 Lewelling Blvd,

#146/338

San Leandro, CA 94579

Tel: (510) 812-3466 Fax: (510) 323-2528

Ravenswood City School District

School and District Office IT Infrastructure Upgrades – Electrical - #RCSD – P5ELEC

Bid Proposal

Bid Date: 2/26/2020

Bid Time: 3:00pm

ATTN: Solomon Hill

Business Office

2120 Euclid Ave

East Palo Alto, CA 94303

rfps@ravenswoodschools.org

TSE Construction

699 Lewelling Blvd, #146/338
San Leandro, CA 94579
CA Lic: 925736
Tel: (510) 812-3466

Fax: (510) 323-2528

Proposal

#

2020083

TO:
Solomon Hill
Ravenswood City School District
2120 Euclid Ave
East Palo Alto, CA 94303

Project: School and District Office IT Infrastructure
Upgrades Project - Electrical #RCSD-P5ELEC

JOB DESCRIPTION			
Furnish and install power for MDF, IDF and TV per document FRP #RCSD-P5ELEC at Four sites (7.1 Equipment List 1)			
ITEMIZED ESTIMATE: TIME AND MATERIALS			AMOUNT
BASE BID:			
<u>District Office: (Winter 2020 - Spring 2021)</u>			
* Furnish and install ONE (1) 30 amps and 20 amps circuit and power for MDF	Labor	\$	15,200.00
* Furnish and install SIX (6) 30 amps and 20 amps circuit and power for IDF	Material	\$	5,770.00
* Furnish and install THIRTEEN (13) power receptacles behind TV			
* Furnish and install TWO (2) 240V 60A circuit and relocate (E) UPS devices at district office			
<u>Costano: (Summer 2020)</u>			
* Furnish and install ONE (1) 30 amps and 20 amps circuit and power for MDF	Labor	\$	22,040.00
* Furnish and install THREE (3) 30 amps and 20 amps circuit and power for IDF	Material	\$	8,100.00
* Furnish and install THIRTY-EIGHT (38) power receptacles behind TV			
<u>Belle Haven: (Summer 2020)</u>			
* Furnish and install ONE (1) 30 amps and 20 amps circuit and power for MDF	Labor	\$	26,980.00
* Furnish and install SIX (6) 30 amps and 20 amps circuit and power for IDF	Material	\$	9,500.00
* Furnish and install FORTY-ONE (41) power receptacles behind TV			
<u>Los Robles: (Winter 2020 - Spring 2021)</u>			
* Furnish and install ONE (1) 30 amps and 20 amps circuit and power for MDF	Labor	\$	15,200.00
* Furnish and install TWO (2) 30 amps and 20 amps circuit and power for IDF	Material	\$	5,600.00
* Furnish and install TWENTY-SIX (26) power receptacles behind TV			
* Disposing and removing electrical outlets from decommissioned IDF cabinet		\$	1,500.00
* Prevailing Wage in regular work hour			
* Insurance and Bonds		\$	3,296.70
* Addendum # 1-5 noted			
* Mobilization and O/H		\$	22,636.30
TOTAL ESTIMATED JOB COST			\$ 135,823.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. Quota is valid for 30 days and cannot be separated without TSE Construction's written consent.

Jerry Tse
PREPARED BY

May 26, 2020
DATE

4. Taxes need to be included

7.1 *Equipment List 1*

Equipment and labor checklist	
119 - Equipment and installation for power receptacles behind TV	✓
14 - Equipment, installation, and delivery of dedicated power for indoor IDFs (30 amps)	✓
3 - Equipment, installation, and delivery of dedicated power for outdoor IDFs (30 amps)	✓
4 - Equipment, Installation, and delivery of dedicated power for MDFs (30 amps)	✓
Cost for disposing and removing electrical outlets from decommissioned IDF cabinets	✓
21 - Additional 20 amp power circuit delivered to each cabinet for IDF/MDF	✓
2 - 240 V 60 amp circuits	✓


7.2 *Status Meetings and Project Updates*

Vendors will be required to keep the District updated on the progress of work with status meetings and email progress updates. One hour status meetings will be scheduled each week typically at the beginning of the week. Vendor shall be prepared to join these meetings each week. These meetings will be scheduled based on the vendor's availability. In addition, all subcontractors actively working on tasks shall be required to join the calls and provide regular status updates to the work being performed. At the end of the week vendors should email a high level status update on tasks completed during the week.

8 *Contract*

A sample contract is shown in the section **Attachment 1: Contract**. All vendors should be ready to agree to the terms of this contract. Changes to the contract can be requested in the RFP response.

14 Appendix A: Submittal Form

COMPANY NAME: TSE Construction
ADDRESS: 699 Leaveling Blvd # 146/338, San Leandro, CA 94579
PHONE #: (510) 812-3466 FAX #: (510) 323-2528
AUTHORIZED AGENT SIGNATURE: 
DATE: 5/26/2020

Reference 1:

COMPANY NAME: Dublin Unified School District
ADDRESS: 7471 Larkdale Ave, Dublin CA 94568
PHONE #: (925) 708-0879 Jack Jeah

Reference 2:

COMPANY NAME: Gilbane Building Company
ADDRESS: 2033 Gateway Place, Suite 450, San Jose CA 95110
PHONE #: (408) 478-5904 Kwam Choi

Reference 3:

COMPANY NAME: VPCS
ADDRESS: 2222 Unified Way, San Jose, CA 95125
PHONE #: (303) 502-6700 Eric Berger

Submittal

1. Proposals submitted via mail or delivered are to contain 1 original hard copy, and 5 stapled or bound copies in 8-1/2" x 11" binders with any supporting documentation.
 - a. In addition to the aforementioned paper copies, please provide an electronic (preferably PDF) copy of the proposal via USB flash or e-mail to rfps@ravenswoodschools.org.
2. Proposals submitted via email are to be secured from the ability to edit the file in the final format. The file is to be in a searchable PDF format.
3. Responses must be submitted via mail, delivered, or emailed by 3:00PM on May 25, 2020 to:

ATTN: Solomon Hill
Business Office
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
rfps@ravenswoodschools.org

15.4 Bid Bond Form

We the undersigned TSE Construction as
Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly
bound unto the Ravenswood City School District "District" in the sum of
Ten Percent (10%) of the Amount Bid Dollars (\$-----) for payment of which
sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the
District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in
writing for the construction of

Ravenswood City School District
**Costaño Elementary, Los Robles McNair Academy, Belle Haven School, and the District
Offices**
RFP NO. #RCSD-P5ELEC
2120 Euclid Avenue
East Palo Alto, CA 94303
School and District Office IT Infrastructure Upgrades

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract
in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly
completed in accordance with said bid) within the time periods stated in the bid
documents, and shall in all other respects perform the agreement created by the
acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it
being expressly understood and agreed that the liability of the Surety for any and all default of
the Principal hereunder shall be the amount of this obligation as herein stated.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety

shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

A notary public or other officer 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.

SEE ATTACHED

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 26th day of May, 2020, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

TSE Construction

(Principal)

(Business Address)

699 Lewelling Blvd #146/338

San Leandro CA 94579

The Ohio Casualty Insurance Company

(Corporate Surety)

By:

Mary Baez, Attorney-in-Fact

(Business Address)

17771 Cowan, Suite 200, Irvine CA 92614

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.
(The above must be filled in by Corporate Surety).

ACKNOWLEDGMENT

A notary public or other officer 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
County of San Mateo)

On May 26, 2020 before me, MaryAnn Worman, Notary Public
(insert name and title of the officer)

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

Signature  (Seal)



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

NO 08606

Certificate of Authority

THIS IS TO CERTIFY *THAT*, Pursuant to the Insurance Code of the State of California,

The Ohio Casualty Insurance Company

of Ohio, organized under the
laws of Ohio, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

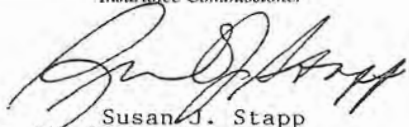
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 17th,
day of November, 2008, I have hereunto
set my hand and caused my official seal to be affixed this
17th day of November, 2008.



Steve Poizner
Insurance Commissioner

By


Susan J. Stapp
for Jim Richardson, Deputy
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202121-983630**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Baez;
Gregory D. McCartney; Sylvia C. McGovern

all of the city of Belmont state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of May, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Contractor's License Detail for License # 925736

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/22/2020 10:46:15 AM

Business Information

TSE CONSTRUCTION
699 LEWELLING BLVD #146/338
SAN LEANDRO, CA 94579
Business Phone Number:(510) 812-3466

Entity Corporation
Issue Date 12/05/2008
Reissue Date 02/25/2016
Expire Date 02/28/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [B - GENERAL BUILDING CONTRACTOR](#)
- ▶ [C33 - PAINTING AND DECORATING](#)
- ▶ [C10 - ELECTRICAL](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [SURETEC INDEMNITY COMPANY](#).

Bond Number: 133135
Bond Amount: \$15,000
Effective Date: 02/25/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JERRY KIN TSE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/18/2017
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9152102
Effective Date: 02/03/2016
Expire Date: 02/03/2021
[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 02/25/2016 - LICENSE REISSUED TO ANOTHER ENTITY

Contractor TSE Construction

Recent Construction Projects Completed:

Project Name: DUSD Portable Office Remodel

Location: 7471 Larkdale Avenue Dublin, CA 94568

Owner: Dublin Unified School District

Owner Contact (name and current phone #): Jack Jeah (925) 708-0879

Architect or Engineerin firm: Dublin Unified School District

Architect or Engineer Contact (name and current phone #) Jack Jeah (925) 708-0879

Construction Manager (name and current phone #): Jack Jeah (925) 708-0879

Inspector of Record (name and current phone #): Jack Jeah (925) 708-0879

Description of Project, Scope of work performed: Two portable office building remodel include electrical, plumbing, flooring, carpentry, painting, low voltage, roofing, AC paving, ADA ramps, door and hardware

Total Value of Construction that your firm was responsible for (including change order): \$ 417,277.00

Date Construction Commenced: 11/14/2019

Original Constractual Completion Deadline: 2/15/2020

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: 0

Actual Date of Completion: 2/15/2020

Number of Stop Notice Claims Filed 0

For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff None

Amount of liquidated famages assessed 0

Contractor TSE Construction

Recent Construction Projects Completed:

Project Name: JL CR Modernization at James Lick High School

Location: 57 N White Rd, San Jose, CA 95127

Owner: East Side Union High School District

Owner Contact (name and current phone #): Kwan Choi (408) 478-5904

Architect or Engineerin firm: Gilbane Building Company

Architect or Engineer Contact (name and current phone #) Kwan Choi (408) 478-5904

Construction Manager (name and current phone #): Kwan Choi (408) 478-5904

Inspector of Record (name and current phone #): Kwan Choi (408) 478-5904

Description of Project, Scope of work performed: Classroom/office remodel include, framing, drywall, electrical, painting, acoustical ceiling, HVAC, FRP Door, Storefront and Glazing

Total Value of Construction that your firm was responsible for (including change order): \$ 113,203.00

Date Construction Commenced: 6/10/2019

Original Constractual Completion Deadline: 10/31/2019

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: 0

Actual Date of Completion: 10/2/2019

Number of Stop Notice Claims Filed 0

For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff None

Amount of liquidated famages assessed 0

Contractor TSE Construction

Recent Construction Projects Completed:

Project Name: Willow Glen High School Career Center Remodel

Location: 2001 Cottle Ave, San Jose CA 95125

Owner: San Jose Unified School District

Owner Contact (name and current phone #): Denni Pini (408) 690-8085

Architect or Engineerin firm: IBI Group

Architect or Engineer Contact (name and current phone #) (619) 234-4110

Construction Manager (name and current phone #): Eric Berger (303) 502-6700

Inspector of Record (name and current phone #): Eric Berger (303) 502-6700

Description of Project, Scope of work performed: Interior alteration to existing library to career center
include, demolition, framing, painting, flooring, electrical, HVAC, Plumbing etc.

Total Value of Construction that your firm was responsible for (including change order): \$ 364,188.00

Date Construction Commenced: 6/2/2017

Original Constractual Completion Deadline: 8/4/2017

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: 0

Actual Date of Completion: 8/4/2017

Number of Stop Notice Claims Filed 0

For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff None

Amount of liquidated famages assessed 0

Davis Song

From: Jerry Tse <jerry@tsegc.com>
Sent: Friday, May 29, 2020 7:24 PM
To: Derek Grunewald
Cc: rfps@ravenswoodschools.org
Subject: Re: Follow up questions - Electrical #RCSD-P5ELEC Bid

Hi Derek, we will honor the price on our proposal based on your estimated quantity because we couldn't find the actual quantity of this item, our estimate is between 20-30 IDF cabinets but again we will honor our bid price. Thanks.

Jerry

On Fri, May 29, 2020 at 6:15 PM Derek Grunewald <DerekG@thinkconnected.com> wrote:

Hi Jerry,

We have reviewed your submitted proposal and have the following question where we need your input.

Regarding the line item for the 'Disposing and removing electrical outlets from decommissioned IDF cabinets'. Please confirm that the indicated price includes the scope of approximately 100 IDF cabinets.

We are planning to complete the bid scoring on Tuesday, so please respond with your answers by COB Monday.

Thank you,

Derek

.....
"From the Data Center to the Desktop"

Derek Grunewald - **Think Connected**

direct: 415.659.9912
mobile: 415.710.6903
www.thinkconnected.com

.....

--

Jerry Tse

Project Manager

TSE Construction

jerry@tsegc.com

v 510.812.3466

f 510.323.2528

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Ravenswood City School District

**Phase 5 School and District Office IT
Infrastructure Upgrades**

RFP #RCSD-P5ELEC



Cover Letter

Ravenswood City School District
Attn: Solomon Hill
2120 Euclid Ave.
East Palo Alto, CA 94303

May 26, 2020

RE: RFP # RCSD-P5Elec – Phase 5 IT Infrastructure Upgrades

We would like to formally thank you for the opportunity to provide a response to your RFP for Ravenswood City School District. Development Group, Inc. chooses to focus solely on the public sector, and over 85% of our clientele is K-12. We pride ourselves on being a strategic partner that aligns our designs and deliverables with the objectives and of the district. DGI specifically focuses on identifying and facilitating business outcomes. Due to our focus and approach, DGI was selected as one of only three vendors in the entire state to represent ACSA as a network technology company.

Our aspiration is not to simply provide you with the lowest price; we want to truly align our resources around what matters most to you. It is critical to ensure that the network architecture contributes towards your objectives such as operational sustainability, SBAC- readiness, student success, and local control funding initiatives – just to name a few.

In the spirit of earning your business, we hope the time we spent to prepare this RFP is apparent. Once the RFP process is concluded, we look forward to continuing our partnership with RCSD and investing the time and resources necessary to ensure your success.

Sincerely,

A handwritten signature in blue ink that reads "Terry Kritsepis".

Terry Kritsepis
Sr. Account Manager
Development Group, Inc.
(415) 728-1479
TKritsepis@development-group.net

(530) 229-0071
WWW.DGINEXT.COM



6704 LOCKHEED DR,
REDDING, CA 96002

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Letter from DGI President

Ravenswood City School District
2120 Euclid Ave
East Palo Alto, CA 94303-1703

May 24th, 2020

To whom it may concern:

We thank you for the opportunity to continue our relationship with Ravenswood City Schools District's. As described in the latest set of RFPs, Phase 5 has been divided into four separate, yet interdependent procurements as follows:

1. Classroom A/V, Clocks and Paging– #RCSD-P5AV
2. IT Infrastructure - #RCSD-P5IT
3. Electrical - #RCSD-P5ELEC
4. Low Voltage Cabling - #RCSD-P5CBL

We have an interest in pursuing all four of the Districts procurements, and have spent a significant amount of time and resources evaluating the scope and objectives of each individual procurement and their interdependencies. The electrical and low voltage cabling RFPs have appreciable portions of the scope that are not known and cannot be responsibly estimated with the information included in the RFPs. As evidenced by the various trades involved and the proposed project schedules, these projects are independent and will “build” upon one another. Changes will undoubtedly occur in the low voltage cabling and electrical projects, the scale of which is unknown (and is unknowable) at this time, and will certainly cause changes to the IT and AV projects, resulting in inaccurate bid amounts and increased risk to both the budget and timeline. As a specific example, the scope and scale of the RCSD-P5CBL RFP is such that one or more scope items require DSA oversight in accordance to DSA IR A-22, DSA IR 1-10, PR 13-02 and Education Code Sections 17280-17316 and 81130-81147. Ensuring this project is certified by the DSA is critical because of the following:

- Certification provides a method to report the safety of school construction
- ***School board members may be personally liable for projects until certified***
- DSA will be unable to approve new proposed projects associate with uncertified construction (see *DSA IR A-20: New Projects Associated with Existing Uncertified Projects* for in-depth discussion).

The DSA has a well-established project certification process that begins with a plan review. The DSA provides a Project Submittal Checklist which states:

Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.

At this time we assume that the only documentation available is that that has been provided via the RFP(s) and the associated addendums. Unfortunately these documents are insufficient for the DSA and their approval process. The time and cost to produce these documents is not trivial, and currently not possible with the information provided.

As producing and certifying the document set will be a significant effort for the district or vendor of its choosing, the current proposed timeline is unachievable without the district, its board members, and the vendors they select taking on an unreasonable amount of risk.

Assuming the district is still interested in pursuing all four procurements and their stated objectives, we have assembled a response to each to help establish an economic estimate for the districts reference. We have also taken some liberty by documenting at a high level a path forward that will lead to a tighter control of cost, quality, scope, and risk. By alleviating the perceived risk of all participating vendors, the district can expect to receive more cost effective solutions.

Please note, some scope items are simply not possible to estimate because the variance of cost is too great because of the absence of design and the potential for significant design changes based on DSA involvement. Scope items that are estimated, are still subject to indirect changes of the same cause and are given to help the district establish some understanding of cost where possible.

If selected, we are prepared and capable to work with the district to overcome these obstacles and the district's stated objectives by executing the following framework:

- Extensive survey and documentation of existing conditions
- Production of design and construction documents suitable to the needs of the project and DSA requirements, including engineers estimate.
- Facilitation of "Pre-Application Meeting" with DSA.
- Navigation and execution of required DSA fee schedule
- Registration for project submittal with DSA (must be done 6-8 weeks before actual project submittal).
- Guidance for the registration with the DIR and other applicable agencies.
- Project submittal, including 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction in compliance with Title 24, California Code of Regulations.

- Project execution; supply and distribution of product/material, SoW execution, management of inspection and permit process, project management, etc.
- Facilitate DSA project certification process

We look forward to the opportunity to engage in further discussions with the District to partner in achieving the goals outlined in these procurements.

Sincerely,

Dan Lockwood
President
Development Group, Inc.

DGI History

Development Group, Inc. (DGI) was founded by Dan Lockwood in 2009 as a seasoned veteran in the education vertical and Cisco. DGI was formed with one primary objective: leveraging passion and skills within technology to provide service to the public sector, with a special interest in those that educate. It has been our mission to provide our customer with solutions mapped directly to their business objectives. DGI has been serving the west coast since inception (namely California and Oregon). DGI is recognized by our partners and competitors as a very capable resource for public sector.

DGI has grown rapidly into a business that serves the educational community with individualized care, and has been listed on Inc. 5000's Fastest Growing Companies in the US four different times in the past five years as well as having been voted Shasta County's best place to work twice. In 2016 Cisco acknowledged Development Group as Partner of the Year and Breakaway Partner of the Year.

In support of the education industry, we have partnered with CITE, ACSA, CASH, SSDA, and CASBO.

Company Information

California Secretary of State site info:

C3167291 DEVELOPMENT GROUP, INC.

Registration Date:	11/03/2008
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	DANIEL LOCKWOOD 6704 LOCKHEED REDDING CA 96002
Entity Address:	6704 LOCKHEED DR REDDING CA 96002
Entity Mailing Address:	PO BOX 991484 REDDING CA 96099

Company Contact information:

Mailing Address:	Phone: (530) 229-0071
PO Box 991484	Fax: (530) 248-3415
Redding, CA 96099-1484	Website: www.dginext.com

Key RFP Contact:	Contract Contact:
Terry Kritsepis	Tony Jenkins
Sr. Account Manager,DGI	Operations Director, DGI
tkritsepis@development-group.net	tjenkins@development-group.net
(415) 728-1479	(530) 229-0071

[Home](#) | [Online Services](#) | [License Details](#)

Contractor's License Detail for License # 992824

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. ([hide/show disclaimer](#))

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

DEVELOPMENT GROUP INC
 PO BOX 991484
 REDDING, CA 96099
 Business Phone Number: [\(530\) 229-0071](tel:(530)229-0071)

Entity Corporation
 Issue Date 05/12/2014
 Expire Date 05/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ B - GENERAL BUILDING CONTRACTOR
- ▶ C-7 - LOW VOLTAGE SYSTEMS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100242520

Proposal

- ▶ Statement of Work



RAVENSWOOD CITY SCHOOL DISTRICT

STATEMENT OF WORK

#RCSD-P5ELEC

PROPOSAL VERSION 1.0

5/19/2020

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1 Introduction

This Statement of Work (SOW), prepared for Ravenswood City School District (the Customer), provides work specifics to be performed by Development Group, Inc. (the Company). This SoW is for informational purposes only and not available for purchase by the Customer.

1.1 Project Work Summary

Ravenswood City School District is currently in the fifth and final phase of a district-wide network refresh. The project is being broken into four different responses which cover the various disciplines in the project. This scope of work covers the installation of requested electrical work. It is anticipated that the project will be completed in two phases, with the first phase involving the Costano and Belle Haven campuses. The DO and Los Robles McNair campuses would be expected to be completed as the second phase. The desired project timeline is to have the first two campuses complete over the 2020 summer break. There are many areas of the other phase 5 projects that impact, and will be impacted by, this project that are happening concurrently.

1.2 Project Milestones and Payment Schedule

- 1.2.1 The major milestones, related tasks and resulting schedule for this project will be developed depending on the total effort and cost required to complete the specific project covered by this Statement of Work. Delivery of the schedule will be due within the limits listed below following contract execution, using input from the Customer and the project manager(s) responsible for the schedule of the related predecessor project(s).
- Milestones, tasks, and schedule for the project will be completed within twenty one (21) business days following approval of the statement of work.
- 1.2.2 Any delay in the performance of the Company's obligations to the Customer that is caused by the Customer, its other contractors or suppliers shall be treated as an extension and the delivery schedule and time for performance shall be extended for a period reflecting the delay caused by the extension or suspension. The Company shall resume any suspended work at the earliest possible opportunity when directed to do so by the Customer, with respect to obligations to other customers and considering available personnel.
- 1.2.3 Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of

the governing Master Services Agreement, unless otherwise agreed to in an Associated Contract.

1.2.4 An initial invoice for 10% of the value for this Statement of Work will be submitted to the Customer at contract signing and shall represent financial consideration for the following work performed by the Company:

A. Allocation of engineering resources for design and scheduling meeting(s)

B. Site Survey(s) and/or meeting with Customer's other contractor(s) for the purpose of coordinating services (if required)

1.2.5 Subsequent invoicing for services performed on this project will be submitted to the Customer every two (2) weeks, in arrears, for services rendered during the preceding two (2) week period. Prompt payment of services invoices is guaranteed by the Customer and will be made in accordance with the terms and conditions of the governing Master Agreement.

1.2.6 The initial estimate for this Statement of Work is \$265,881.84.

Milestone	% Complete	Estimated Completion Date	Invoice Amount
Invoice for materials	100%	TBD	\$44,373.87
Project Labor	Percent of completion each month	TBD	
Total materials			\$44,373.87
Total labor			\$221,507.97
Total Project Cost			\$265,881.84

1.3 Company Project Stakeholders

Name	Project Role	Contact Information
Aaron Sang	Sales Engineer	asang@development-group.net Office: 530-646-3537
Ryan O'Malley	Sales Administrator	romalley@development-group.net Office: 530-646-3540
Terry Kritsepis	Senior Account Manager	tkritsepis@development-group.net Office: 530-646-3369
Eric Stoxen	Sales Engineer	estoxen@development-group.net Office: 530-510-4304
TBD	Project Manager - DGI	
Paul Rittell	Lead Field Engineer - Collaboration	prittell@development-group.net Office: 530-646-3535
Daniel Jenkins	Practice Manager - Cabling and Installation Services	djenkins@development-group.net Office: 530-646-3566

1.4 Customer Project Stakeholders

Name	Project Role	Contact Information
Solomon Hill	Director of Technology	solomonh@ravenswoodschools.org Office: 650-329-2800 ext 60166

1.5 Company Project Escalation Contacts

Name	Project Role	Contact Information
Dan Lockwood	President	dlockwood@development-group.net Office: 530-510-4303
Tony Jenkins	Director, Operations	tjenkins@development-group.net Office: 530-510-4308
Greg Drake	Engineering Manager	gdrake@development-group.net Office: 530-510-4308

1.6 Installation Site Address(es)

District Office
2120 Euclid Avenue
East Palo Alto, CA 94303

Costano
2695 Fordham Street
East Palo Alto, CA 94303

Los Robles McNair
2033 Pulgas Avenue
East Palo Alto, CA 94303

Belle Haven
415 Ivy Drive
Menlo Park, CA 94303

1.7 Summary of Assumptions

1.7.1 General Assumptions

A. General assumptions used to prepare this SOW:

1. All changes to this Statement of Work, whether requested by the Company or the Customer, will be via the attached Change Request form.
2. Any quantity of pre-allocated hours including, but not limited to, end-user training, administrative training and/or project management which is not consumed during the course of this Statement of Work may not be applied to other work efforts and shall not obligate the Company to further work beyond the conclusion of this Statement of Work.
3. All NEMA 5-15 receptacles will be connected to an existing circuit in the classroom. Existing power will be present on the same wall as the new receptacle. The distance between the new receptacle and existing power is less than twenty-five (25) feet. No new circuits or breakers will be required for NEMA 5-15 TV locations.
4. Available breaker positions exist in the closest subpanel for each dedicated circuit. The addition of dedicated circuits will not exceed the total available amperage of a subpanel. Dedicated circuits will be installed within fifty-five (55) feet of an existing subpanel.
5. All cable pathway is uninterrupted and no wall repair is required.
6. No underground work is included in this SOW.
7. Demolition of existing electrical service conflicts with the scope stated in the low voltage project. Further coordination will be required to ensure that the contractor which executes the safe-off procedure is also the contractor which conducts the demolition of the circuit(s).

2 Company Responsibilities

2.1 General Company Responsibilities

- 2.1.1 All equipment listed within this Statement of Work will be upgraded to the most recent, recommended software. In some cases the software recommended by the Company may not be the most current version available from the manufacturer.
- 2.1.2 Unless specified in this scope of work no additional software will be configured. In some cases proposals may include licenses to software to which the customer is entitled but not scoped to be configured.
- 2.1.3 When installing product, Company will connect the power supply (or power supplies) to a UPS and/or PDU using the included power cord(s); the standard power cord included is a 5-15P to C13, 6ft, 18AWG, black, male to female cord. Power connections requiring a different power cord will either be included elsewhere in this Statement of Work or supplied by the Customer.
- 2.1.4 All installed Ethernet cables will be neatly connected to the Ethernet switch(es) making the best use of existing horizontal and vertical cable management hardware.
- 2.1.5 Connection(s) to the network will be in accordance with the network topology drawing(s) for this project.

2.2 Company provided administration and documentation:

- 2.2.1 Provide detailed as-built drawings and documentation that describe the system installation. As-built drawing will include documentation of logical network connections, IP addressing, routing protocols, WAN/telecom circuit information, device serial numbers and/or VLAN information as appropriate.
- 2.2.2 Test all installed hardware and software for proper operation using a detailed test plan to be developed jointly by both parties.
- 2.2.3 Company will clear all work areas of shipping cartons, packaging and debris created by the Company at the conclusion of each work day.
- 2.2.4 Company will maintain a master task list and schedule of all project milestones and work items. Customer understands and agrees that the master task list and schedule maintained by the Company will be the definitive document set by which the project will be managed.

- 2.2.5 Company will conduct regular project status meetings with appropriate project stakeholders, and other interested third parties, weekly or as otherwise agreed to by both parties. The Company will record meeting minutes, maintain an issues list, and list action items for subsequent meetings. Meeting minutes and supporting documentation will be distributed to attendees, project stakeholders and third-parties at the conclusion of each.

2.3 Physical Installation

2.3.1 NEMA 5-15 receptacles

Supply all labor and materials to install 119 NEMA-15 receptacles in classrooms for connection to TVs.

2.3.2 Dedicated 30A circuits for IDF's

Supply all labor and materials to install seventeen (17) dedicated 30A circuits, one in each new IDF as described in the RFP document.

2.3.3 Dedicated 40A circuits for MDF's

Supply all labor and materials to install four (4) dedicated 40A circuits, two in each MDF as described in the RFP document.

2.3.4 Duplex 20A circuits in each IDF/MDF

Supply all labor and materials to install 21 20A circuits, one in each IDF/MDF as described in the RFP document.

2.3.5 Remove existing electrical service

Supply all labor and materials to remove existing electrical services as described in the RFP document and subject to the limitations and assumptions contained in this SOW.

3 Ravenswood City School District Responsibilities

3.1 General

- 3.1.1 It is the responsibility of the Customer to maintain current backups of all stored data. Company assumes no responsibility and/or liability for the loss of any Customer data.
- 3.1.2 Upon the presentation of a Work Acceptance Certification document, the Customer will either agree to the completion of the work described therein or provide a detailed, written account of the work items in dispute. If neither the Work Acceptance Certification document nor a valid dispute are returned to the Company within five (5) business days, the work items described in the Work Acceptance Certification document shall be deemed to have been accepted by the Customer.

3.2 Specific

- 3.2.1 Provide a Customer representative that will be the primary point of contact for this project. At a minimum, this person must be available to meet weekly with all project stakeholders. The Customer representative must have authorization to incur charges and make decisions that will affect the successful implementation of the project, and must be able to provide or arrange physical access to all areas of the facility(ies) which will receive installed equipment as part of this project.
- 3.2.2 Provide accurate scale drawings and/or “blueprints” of the Customer’s facility(ies) are required for the execution of this Statement of Work.
- 3.2.3 Provide laborers to move furniture and fixtures that may be required as part of this project; Company will not move any furniture or fixtures.
- 3.2.4 Provide telecommunications relay rack equipment, including but not limited to two-post relay racks, four-post relay racks and/or wall-mounted relay racks or cabinets with the correct interior dimensions to accommodate all equipment for this project. Such relay rack equipment will be installed in accordance with applicable local building codes prior to the Company engaging in this Statement of Work.

- 3.2.5 If a height exceeding twelve (12) feet is required to install any equipment, a lift will be provided by the Customer.
- 3.2.6 All roof and/or exterior wall penetrations are the responsibility of the Customer.
- 3.2.7 Unless otherwise specifically stated elsewhere in this Statement of Work, the Customer shall be responsible for the removal of any existing clocks, bells, surveillance cameras and/or any other control systems that may be rendered obsolete and/or inoperable by the completion of this project.
- 3.2.8 Ensure the relay rack (or racks) in each location is/are engineered to support the weight of all installed equipment.
- 3.2.9 Ensure the equipment location has temperature control that accommodates the operational temperature of the equipment outlined in this scope of work.
- 3.2.10 Coordinate installation schedules with Company; all work shall be scheduled per the MSA, unless otherwise agreed to in an Associated Contract. Changes to the project timeline that are the result of work, or lack thereof, by the Customer and/or Customer's agents may result in additional charges.
- 3.2.11 Provide an on-site authorized Customer representative at all times when Company staff is engaged in work at a Customer's facility and/or co-located datacenter space. The on-site Customer representative must be able to provide physical access to all areas of the facility(ies) which will receive installed equipment as part of this project including disabling any burglar alarm system(s) and/or unlocking any doors. Physical access restrictions dramatically reduce work efficiency and may result in additional costs being assessed to the Customer.
- 3.2.12 Company reserves the right to assess additional change charges to the Customer for indirect expenses due to missed appointments. This includes the absence of an authorized Customer representative during on-site work. These may also include the associated standby time for Field Engineers, travel time/costs for return visit, and/or additional equipment shipping costs.
- 3.2.13 Participate in a per-site and/or per IDF/MDF quality acceptance process with the Company's Project Manager or Practice Manager at the conclusion of the project, or in the case of a multi-phase project, at the conclusion of each phase.

- 3.2.14 Schedule, coordinate, and notify end users of any planned network or facility service interruptions required during the execution of this Statement of Work.
- 3.2.15 Notify the Company of any defects with the installation services described herein within thirty (30) days after the date of the system cutover. In the event of multiple cutover dates (e.g. multi-site deployment), a thirty (30) day period will apply to the services provided during each individual cutover. Any defects reported by the Customer to the Company beyond thirty (30) days after the conclusion of this project will be deemed to be a separate work effort outside of this SoW and will be undertaken at the direction of the Customer for additional cost.

4 Signature Forms

4.1 Statement of Work Agreement

4.2 Change Request Form

4.3 Work Acceptance Certification



Work Acceptance Certification (Sample)

Date: _____

Project Name:

Project Number: #####

Project Manager:

Customer:

Description of the work completed:

<input type="checkbox"/> Project complete	<input type="checkbox"/> Phase complete	<input type="checkbox"/> Major deliverable complete
---	---	---

In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Ravenswood City School District, the ("Customer"), both parties hereby certify, by the signature of an authorized representative, that this project, project phase, or major deliverable meets or exceeds the agreed-upon performance standards for scope, quality, schedule and cost. The Customer further agrees that documentation for all relevant security, legal and regulatory requirements have been furnished by the Company and/or have been reviewed by the Customer.

Additional remarks:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Work Acceptance Certification to be fully executed.

"CUSTOMER"

"COMPANY"

Print Name: _____

Development Group, Inc.

Signature: _____

Daniel Lockwood

President



Change Request Form (Sample)

Date: _____

In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Ravenswood City School District, the ("Customer") regarding Project [PROJECT NUMBER], both parties hereby certify, by the signature of an authorized representative, this Change Request Form will amend and be fully incorporated into the existing Statement of Work (SoW), Version 1.0, dated 5/19/2020.

1. Change request number for this project:
2. Reason for Change Request:
3. Changes to the SoW:
4. Schedule impact:
5. Cost impact:

SoW / Change Request	Product(s)	Services and/or T&E	Total
Original value of SoW	\$	\$	\$
Value of Change Request #	\$	\$	\$
New value of SoW	\$	\$	\$

6. Purchase order issuance (if applicable): Customer shall issue a written Purchase Order to Company, or shall issue an amendment to its original Purchase Order issued under this SoW, for the total amount of \$ _____.

Except as changed herein, all terms and conditions of the SoW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Request to be fully executed.

"CUSTOMER"

"COMPANY"

Print Name: _____

Development Group, Inc.

Signature: _____

Daniel Lockwood

President



Statement of Work Agreement

Date: _____

I, representing Ravenswood City School District, authorize the foregoing Statement of Work for Proposal 23437, Version 1.0, dated 5/19/2020 and direct the Company to immediately begin the fulfillment thereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Statement of Work to be fully executed.

"CUSTOMER"

Print Name: _____

Signature: _____

"COMPANY"

Development Group, Inc.

Daniel Lockwood

President

References

Santa Rosa City Schools

District Information:
211 Ridgway Ave.
Santa Rosa, CA 95401
(707) 890-3800

Customer Contact:
Adrian Bica
Director of Technology
abica@srcs.k12.ca.us

SERVICE TYPE: Switching, Wireless, Firewall, Voice & Collaboration, UPS, Clock/Speakers & Mass Notification (01/2016 – Present, Erate and Non-Erate) *Pricing \$14m+ in projects

Novato Unified School District

District Information:
1015 7th Street
Novato, CA 94945
(415) 897-4201

Customer Contact:
Ryan Green
Technology Supervisor
RGREEN@nUSD.org

SERVICE TYPE: Switching, Wireless, Firewall, Storage, Voice & Collaboration (06/2014 – Present, Erate) *Pricing \$7m+ in projects

Walnut Creek Elementary School District

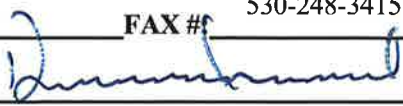
District Information:
960 Ygnacio Valley Rd
Walnut Creek, CA 94596
(707) 333-8737

Customer Contact:
Ruben Fernandez
Director of Innovation & Technology
rfernandez@wcsd.k12.ca.us

SERVICE TYPE: Network infrastructure upgrade: switching, routing, wireless, mass notification, clocks/speakers, and network security (Erate and Non Erate) *Pricing \$3m+ in projects

Forms & Exhibits

14 Appendix A: Submittal Form

COMPANY NAME: Development Group, Inc.
ADDRESS: 6704 Lockheed Dr, Redding, CA 96002
PHONE #: 530-229-0071 **FAX #:** 530-248-3415
AUTHORIZED AGENT SIGNATURE: 
DATE: 5/25/2020

Reference 1:

COMPANY NAME: Santa Rosa City Schools
ADDRESS: 211 Ridgway Ave., Santa Rosa, CA 95401
PHONE #: 707-890-3800

Reference 2:

COMPANY NAME: Novato Unified School District
ADDRESS: 1015 7th St, Novato, CA 94945
PHONE #: 415-897-4201

Reference 3:

COMPANY NAME: Walnut Creek Elementary School District
ADDRESS: 960 Ygnacio Valley Rd., Walnut Creek, CA 94596
PHONE #: 707-333-8737

Submittal

1. Proposals submitted via mail or delivered are to contain 1 original hard copy, and 5 stapled or bound copies in 8-1/2" x 11" binders with any supporting documentation.
 - a. In addition to the aforementioned paper copies, please provide an electronic (preferably PDF) copy of the proposal via USB flash or e-mail to rfps@ravenswoodschools.org.
2. Proposals submitted via email are to be secured from the ability to edit the file in the final format. The file is to be in a searchable PDF format.
3. Responses must be submitted via mail, delivered, or emailed by 3:00PM on May 25, 2020 to:

**ATTN: Solomon Hill
Business Office
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
rfps@ravenswoodschools.org**

PROFESSIONAL SERVICES AGREEMENT

Project: #RCSD-P5Elec

AGREEMENT BETWEEN RAVENSWOOD CITY SCHOOL DISTRICT AND [VENDOR]

This Vendor Contract ("Agreement" or "Contract") is made as of the date in the year **2020**, between the **Ravenswood City School District** ("District") and **Development Group, Inc.** ("Vendor"). The District and Vendor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of **[PROJECT]** and the Vendor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Vendor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Availability of funds and budget and fiscal provision and termination in the event of non-appropriation.**
 - 1.1. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District.
 - 1.2. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated, **except as modified by a written change order which is executed by both parties.**
 - 1.3. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
 - 1.4. This section controls against any and all other provisions of this Agreement.
- 2. Services.** Vendor shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"): **"Statement of Work for PROJECT" dated DATE.**
- 3. Term.** Vendor shall commence providing Services under this Agreement on **DATE**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **DATE**. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.
- 4. Services Vendor Agrees To Perform.** See **"Exhibit A – "Statement of Work for PROJECT" dated DATE**
- 5. Submittal of Documents.** The Vendor shall not commence the Work under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ Signed Agreement (including Exhibits)	_____ Debarment Certification
_____ Insurance Certificates & Endorsements	_____ Fingerprinting/Criminal Background
_____ W-9 Form	_____ Roofing Certification
_____ Workers' Compensation Certificate	_____ Other: _____

6. **Compensation.** District agrees to pay the Vendor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A"** on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed [Amount] \$X** ("Contract Price" – exclusive of optional services described in the proposal). District shall pay Vendor only for all undisputed amounts in installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. District shall provide written approval (or a detailed written account of Work that it disputes) of Work submitted by Vendor for payment within five (5) business days.

7. **Project Delivery Schedule of Work.** Vendor acknowledges and agrees time is of the essence and failure of Vendor to perform work on time as specified in this Agreement is a material breach of this Agreement. Vendor shall perform the work diligently as described in **Exhibit "A"** in accordance with the "Schedule of Work" set forth herein, and shall commence work upon receipt of any applicable Notice to Proceed ("NTP") from District.

7.1. Schedule of Work: **Work to commence DATE and conclude DATE.**

ACTIVITY	ESTIMATED DURATION	ANTICIPATED START DATE (SUBJECT TO CHANGE)

7.2 The Parties acknowledge and agree that the Schedule of Work is based on estimated days of duration and anticipated start dates, which are subject to change, including without limitation any milestone schedules which may be revised to accommodate the actual NTP date.

7.3 The final project schedule shall be mutually confirmed and agreed to by the Vendor and the District within 14 calendar days of the Notice to Proceed of the work. Revisions to the Project Schedule shall only be made in writing and with the approval of the **District Parties**.

8. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price, **inclusive of all properly executed change order(s)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "A"**.

9. **Materials.** Vendor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

10. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

11. **Standard of Care.**

11.1. Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's Services will

be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Vendor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

- 11.2. Vendor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 11.3. Vendor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Vendor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Vendor in performing the Services.
- 11.4. Vendor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

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

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

14. Termination.

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered and equipment delivered and encumbered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than ~~three~~ seven (7) days after the day of mailing, whichever is sooner.
- 14.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.2.1. material violation of this Agreement by the Vendor; or
 - 14.2.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.2.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Vendor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 14.3. Upon termination, Vendor shall provide the District with all documents produced maintained or

collected by Vendor pursuant to this Agreement, whether or not such documents are final or draft documents.

15. Indemnification

To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Vendors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, Vendors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Vendor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

16. Insurance.

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

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Vendor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

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

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Vendor's profession. -

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

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

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

- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17. Payment Does Not Imply Acceptance of Work. No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the District and in such case must be remedied or replaced by Vendor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

18. Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor.

19. Compliance with Laws. Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

20. Labor Code Requirements. Vendor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Vendor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Vendor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.

21. Permits/Licenses. Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this

agreement.

- 22. Suspension and Debarment Certification.** A Vendor for any contract of one hundred thousand dollars (\$100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Vendor shall submit with the Contract a completed Suspension and Debarment Certification attached hereto as Exhibit "C."
- 23. Safety and Security.** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 24. Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 25. Anti-Discrimination; Compliance with Americans with Disabilities.**
- 25.1. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, AIDS/ARC/HIV status, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
- 25.2. Vendor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Vendor, must be accessible to the disabled public. Vendor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Vendor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agree that any violation of this prohibition on the part of Vendor, its employees, agents or assigns will constitute a material breach of this Contract.
- 26. Fingerprinting of Employees.** The Vendor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Vendor shall not permit any employee to have any contact with District pupils until such time as the Vendor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

27. Audit. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

28. District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors. The District may evaluate the Vendor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

28.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.

28.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).

29. Conflict of Interest.

29.1. Vendor shall not make, participate in making, or in any way attempt to use his or her position, to influence a contract on behalf of the District when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.

29.2. Vendor and its agents, subcontractors and Vendors ("Vendor Entities") may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Vendor and Vendor Entities must submit a Statement of Economic Interests ("Form 700") as required by Cal. Govt. Code §§ 81000-91015; and RCSD Board Rules and Procedures 9270, "Conflict of Interest Code")

29.2.1. Vendor and Vendor Entities shall determine whether its participation in a contract may constitute a conflict of interest. Vendor shall notify the District immediately if it determines or obtains information that a potential conflict of interest exists.

29.3. **Additional Disclosure Requirement.** Vendor shall provide District the name of any employee of Vendor that is also a current or former member of the District's Governing Board or a District employee. Vendor shall submit the attached "Vendor's Disclosure Form Regarding RCSD Officials" attached hereto as Exhibit "C". Vendor shall update this form, as necessary, during the Term of this Contract.

29.4. **Compliance with Gift Limits.** Vendor shall abide by applicable legal restrictions relating to offering gifts, meals or entertainment or other business courtesies to District officials. Vendor and Vendor Entities shall not:

29.4.1. Offer, give, or promise to offer or give, directly or in directly, any money, gift or gratuity to any District contracting or procurement official at any time.

29.4.2. Offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.foooc.ca.gov)

29.5. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Vendor shall notify that District employee's supervisor of Vendor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Vendor.

29.6. **Vendor Certification.** In signing this Agreement, Vendor certifies that it will comply with conflict of interest laws and regulations, and RCSD Board Policies. Vendor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

30. Submitting False Claims; Monetary Penalties. Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Vendor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty.

31. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

32. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Vendor shall neither rescind the Agreement nor stop Work.

33. Confidentiality. In connection with this Agreement, the Vendor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the District to the Vendor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Vendor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Vendor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Vendor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contactor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. The Vendor and all Vendor's agents, personnel, employee(s), and/or sub Vendor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

34. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery

service, or facsimile transmission, addressed as follows:

RAVENSWOOD CITY SCHOOL DISTRICT:
2120 Euclid Ave.
East Palo Alto, CA 94303
Tel: 650-329-2800
Fax: 650-325-3015
ATTN: Solomon Hill – Director of Technology

VENDOR:
Developm
ent Group,
Inc.
6704 Lockheed Dr, Redding, CA 96002
Tel: 530-229-0071
Attn: Dan Lockwood, President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective ~~three (3)~~ seven (7) days after deposit in the United States mail.

- 35. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 36. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
- 37. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 38. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 39. Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 40. Incorporation of Recitals and Exhibits.** The Recitals, each exhibit and certificate attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

VENDOR

RAVENSWOOD CITY SCHOOL DISTRICT

Signature

Chief Financial Officer

Solomon Hill, Director of Technology

APPROVED AS TO FORM:

Contracts Administration

EXHIBIT "B"
Hourly Personnel Rates
Schedule of Fees and Charges

1. Compensation

- 1.1. The Vendor's fee set forth in this Agreement shall be full compensation for all of Vendor's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
- 1.2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District, ~~except that the District shall be liable for late payment fees and interest described in section 2.3 of this Exhibit.~~ The Fee shall be paid as indicated below.

2. Method of Payment

- 2.1. Vendor shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Vendor shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Vendor shall submit to District on a monthly basis documentation showing proof that payments were made to its Vendors. ~~No markup shall be allowed for Vendor costs in the performance of the Services.~~ District hereby acknowledges that late payment of invoiced amounts and other sums due to Vendor will cause Vendor to incur costs not contemplated by this Agreement, the exact amount of which are and will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and financing charges. Accordingly, if any invoiced amount or any other sum due from District is not received by Vendor by the due date, District shall pay to Vendor a late charge equal to five percent (5%) of such overdue amount. The District acknowledges that such late charge represents a fair and reasonable estimate of the costs Vendor will incur because of late payment by the District. In addition to any late charge assessed, any invoiced amount or other sum due to Vendor, if not paid when due, shall bear interest from the date due until paid in full at a rate of 1.5% per month, or, if less, at the highest rate permissible under Applicable Law, provided that interest shall not be payable on late charges incurred by the District.
- 2.4. Upon receipt and approval of Vendor's invoices, the District agrees to make payments on all undisputed amounts within ~~sixty (60) days~~ **thirty (30) days** of receipt of the invoice.

3. Hourly Rates

- 3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Vendor shall bill in quarter-hour increments for all Extra Services.

~~Prevailing wage rates are under considerable pressure for change in response to the ongoing pandemic. As a result, it is currently not possible to estimate future cost structures of labor. Additionally, the scale and scope of this project is such that it is currently not possible to determine every wage classification that may be needed to execute the project. In an effort to help the district understand future cost of approved Extra Services, Vendor will charge cost plus 30% of the required classification as determined by the DIR in the county of San Mateo at that time the services are rendered.~~

- 3.2. The mark-up on any approved item of Extra Services performed by Vendor(s) shall not exceed **three percent (3 %).**

4. Liquidated Damages

- 4.1.** The Vendor shall not be assessed liquidated damages for items that are outside its reasonable ability to control, including, but not limited to supply chain delays, delays by required permitting agencies, the current mandatory shelter-in-place order or other circumstance that may result therefrom. Furthermore any delays by the District, its designees, agents or other contractors shall be treated by the Vendor as an extension to the agreed upon project schedule which shall be automatically adjusted by the amount of time of the delay.

CERTIFICATION REGARDING RCSD OFFICIALS

Name of Vendor:	Development Group, Inc.
Services to be performed under the Contract:	
Schools/Locations where services will be performed:	
Total Amount to be paid by the District Under this Contract not to exceed:	
Term of Agreement:	

☒ **NO.** None of the Vendor's employees (or owners) are current RCSD employees/Board members or former RCSD employees/Board members with the last two years.

☐ **YES.** Vendor's employees (or owners) listed below are current RCSD employees/Board members or former RCSD employees/Board members with the last two years. (If checked Vendor must complete table below. The list may be continued on an additional page as needed)

NAME	JOB TITLE(S) at RCSD	DATE(S) Individual is/was RCSD employment/Board	Form of PAYMENT Individual received from RCSD

On behalf of Vendor, I hereby certify that, to Vendor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Contract, if Vendor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current RCSD employees or Board members or former RCSD employees or Board members within the last two years, Vendor shall promptly notify the District and update this form.

Daniel Lockwood

Print Name of Signatory

CERTIFICATES

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date:	5/24/2020
Proper Name of Vendor:	Development Group, Inc.
Signature:	
Print Name:	Daniel Lockwood
Title:	President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)


DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

I am aware of and hereby certify that neither Development Group, Inc. [Type name of Vendor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Vendor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Vendor on the 24th day of May 20 20 for the purposes of submission of this Agreement.

By:



Signature

Daniel Lockwood

Typed or Printed Name

President

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

That I am a representative of the Vendor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Vendor. Vendor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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


Name: _____

Title: _____

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

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

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

Date:	5/24/2020
Proper Name of Vendor:	Development Group, Inc.
Signature:	
Print Name:	Daniel Lockwood
Title:	President

Information regarding Vendor:

Vendor: Development Group, Inc.
License No.: 992824
Address: 6704 Lockheed Dr
Redding, CA 96002
Telephone: 530-229-0071
Facsimile: 530-248-3415
E-Mail: dlockwood@development-group.net

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

26-3740919

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

PROFESSIONAL SERVICES AGREEMENT

Project: #RCSD-P5Elec

AGREEMENT BETWEEN RAVENSWOOD CITY SCHOOL DISTRICT AND [VENDOR]

This Vendor Contract ("Agreement" or "Contract") is made as of the date in the year **2020**, between the **Ravenswood City School District** ("District") and **[VENDOR]**. ("Vendor"). The District and Vendor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of PROJECT and the Vendor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Vendor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Availability of funds and budget and fiscal provision and termination in the event of non-appropriation.**
 - 1.1. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District.
 - 1.2. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
 - 1.3. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
 - 1.4. This section controls against any and all other provisions of this Agreement.
- 2. Services.** Vendor shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"): **"Statement of Work for PROJECT" dated DATE.**
- 3. Term.** Vendor shall commence providing Services under this Agreement on **DATE**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **DATE**. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.
- 4. Services Vendor Agrees To Perform.** See "Exhibit A – **"Statement of Work for PROJECT" dated DATE**
- 5. Submittal of Documents.** The Vendor shall not commence the Work under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ Signed Agreement (including Exhibits) _____ Debarment Certification
 _____ Insurance Certificates & Endorsements _____ Fingerprinting/Criminal Background
 _____ W-9Form _____ Roofing Certification
 _____ Workers' Compensation Certificate _____ Other: _____

6. **Compensation.** District agrees to pay the Vendor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed [Amount] \$X** ("Contract Price" – exclusive of optional services described in the proposal). District shall pay Vendor only for all undisputed amounts in installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
7. **Project Delivery Schedule of Work.** Vendor acknowledges and agrees time is of the essence and failure of Vendor to perform work on time as specified in this Agreement is a material breach of this Agreement. Vendor shall perform the work diligently as described in **Exhibit "A"** in accordance with the "Schedule of Work" set forth herein, and shall commence work upon receipt of any applicable Notice to Proceed ("NTP") from District.
- 7.1. Schedule of Work: **Work to commence DATE and conclude DATE.**
- | ACTIVITY | ESTIMATED DURATION | ANTICIPATED START DATE
(SUBJECT TO CHANGE) |
|----------|--------------------|---|
| | | |
- 7.2 The Parties acknowledge and agree that the Schedule of Work is based on estimated days of duration and anticipated start dates, which are subject to change, including without limitation any milestone schedules which may be revised to accommodate the actual NTP date.
- 7.3 The final project schedule shall be mutually confirmed and agreed to by the Vendor and the District within 14 calendar days of the Notice to Proceed of the work. Revisions to the Project Schedule shall only be made in writing and with the approval of the District.
8. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "A"**.
9. **Materials.** Vendor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
10. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.
11. **Standard of Care.**
- 11.1. Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's Services will

be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Vendor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

- 11.2. Vendor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 11.3. Vendor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Vendor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Vendor in performing the Services.
- 11.4. Vendor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

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

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

14. **Termination.**

14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered and equipment delivered and encumbered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.

14.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

14.2.1. material violation of this Agreement by the Vendor; or

14.2.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

14.2.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Vendor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14.3. Upon termination, Vendor shall provide the District with all documents produced maintained or

collected by Vendor pursuant to this Agreement, whether or not such documents are final or draft documents.

15. Indemnification

To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Vendors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, Vendors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Vendor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

16. Insurance.

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

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Vendor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

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

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Vendor's profession. -

16.1.4. **Bonding Insurance.** California law requires all contractors to have bonding insurance. Vendor must be prepared to provide the bonding certificate and information related to the bonding organization.

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

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

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or

amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Payment Does Not Imply Acceptance of Work.** No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the District and in such case must be remedied or replaced by Vendor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.
18. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor.
19. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
20. **Labor Code Requirements.** Vendor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Vendor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Vendor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
21. **Permits/Licenses.** Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this

agreement.

22. **Suspension and Debarment Certification.** A Vendor for any contract of one hundred thousand dollars (\$100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Vendor shall submit with the Contract a completed Suspension and Debarment Certification attached hereto as Exhibit "C."
23. **Safety and Security.** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
24. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
25. **Anti-Discrimination; Compliance with Americans with Disabilities.**
 - 25.1. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, AIDS/ARC/HIV status, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
 - 25.2. Vendor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Vendor, must be accessible to the disabled public. Vendor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Vendor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agree that any violation of this prohibition on the part of Vendor, its employees, agents or assigns will constitute a material breach of this Contract.
26. **Fingerprinting of Employees.** The Vendor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Vendor shall not permit any employee to have any contact with District pupils until such time as the Vendor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

27. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.
28. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 28.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 28.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
29. **Conflict of Interest.**
- 29.1. Vendor shall not make, participate in making, or in any way attempt to use his or her position, to influence a contract on behalf of the District when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
 - 29.2. Vendor and its agents, subcontractors and Vendors ("Vendor Entities") may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Vendor and Vendor Entities must submit a Statement of Economic Interests ("Form 700") as required by Cal. Govt. Code §§ 81000-91015; and RCSD Board Rules and Procedures 9270, "Conflict of Interest Code")
 - 29.2.1. Vendor and Vendor Entities shall determine whether its participation in a contract may constitute a conflict of interest. Vendor shall notify the District immediately if it determines or obtains information that a potential conflict of interest exists.
 - 29.3. **Additional Disclosure Requirement.** Vendor shall provide District the name of any employee of Vendor that is also a current or former member of the District's Governing Board or a District employee. Vendor shall submit the attached "Vendor's Disclosure Form Regarding RCSD Officials" attached hereto as Exhibit "C". Vendor shall update this form, as necessary, during the Term of this Contract.
 - 29.4. **Compliance with Gift Limits.** Vendor shall abide by applicable legal restrictions relating to offering gifts, meals or entertainment or other business courtesies to District officials. Vendor and Vendor Entities shall not:
 - 29.4.1. Offer, give, or promise to offer or give, directly or in directly, any money, gift or gratuity to any District contracting or procurement official at any time.

29.4.2. Offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See [a/so www.fooc.ca.gov](http://www.fooc.ca.gov))

29.5. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Vendor shall notify that District employee's supervisor of Vendor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Vendor.

29.6. **Vendor Certification.** In signing this Agreement, Vendor certifies that it will comply with conflict of interest laws and regulations, and RCSD Board Policies. Vendor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

30. **Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Vendor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty.

31. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

32. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Vendor shall neither rescind the Agreement nor stop Work.

33. **Confidentiality.** In connection with this Agreement, the Vendor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the District to the Vendor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Vendor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Vendor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Vendor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contactor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. The Vendor and all Vendor's agents, personnel, employee(s), and/or sub Vendor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

34. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery

service, or facsimile transmission, addressed as follows:

RAVENSWOOD CITY SCHOOL DISTRICT:
2120 Euclid Ave.
East Palo Alto, CA 94303
Tel: 650-329-2800
Fax: 650-325-3015
ATTN: Solomon Hill – Director of Technology

VENDOR:
[VENDOR]
ADDRESS

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
36. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
37. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
38. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
39. **Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
40. **Incorporation of Recitals and Exhibits.** The Recitals, each exhibit and certificate attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

VENDOR

RAVENSWOOD CITY SCHOOL DISTRICT

Signature

Chief Financial Officer

Solomon Hill, Director of Technology

APPROVED AS TO FORM:

Contracts Administration

Information regarding Vendor:

Vendor: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Limited Partnership

_____ Corporation, State: _____

_____ Limited Liability Company

_____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT "A"
Scope of Services

Vendor shall perform the following Services: Attach SoW in RFP response.

EXHIBIT "B"
Hourly Personnel Rates
Schedule of Fees and Charges

1. Compensation

- 1.1. The Vendor's fee set forth in this Agreement shall be full compensation for all of Vendor's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
- 1.2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below.

2. Method of Payment

- 2.1. Vendor shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Vendor shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Vendor shall submit to District on a monthly basis documentation showing proof that payments were made to its Vendors. No markup shall be allowed for Vendor costs in the performance of the Services.
- 2.4. Upon receipt and approval of Vendor's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

3. Hourly Rates

- 3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Vendor shall bill in quarter-hour increments for all Extra Services.

Job Title	Hourly Rate

- 3.2. The mark-up on any approved item of Extra Services performed by Vendor(s) shall not exceed **three percent (3 %).**

CERTIFICATION REGARDING RCSD OFFICIALS

Name of Vendor:	
Services to be performed under the Contract:	
Schools/Locations where services will be performed:	
Total Amount to be paid by the District Under this Contract not to exceed:	
Term of Agreement:	

☐ **NO.** None of the Vendor's employees (or owners) are current RCSD employees/Board members or former RCSD employees/Board members with the last two years.

☐ **YES.** Vendor's employees (or owners) listed below are current RCSD employees/Board members or former RCSD employees/Board members with the last two years. (If checked Vendor must complete table below. The list may be continued on an additional page as needed)

NAME	JOB TITLE(S) at RCSD	DATE(S) Individual is/was RCSD employment/Board	Form of PAYMENT Individual received from RCSD

On behalf of Vendor, I hereby certify that, to Vendor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Contract, if Vendor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current RCSD employees or Board members or former RCSD employees or Board members within the last two years, Vendor shall promptly notify the District and update this form.

Print Name of Signatory

CERTIFICATES

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date:

Proper Name of Vendor:

Signature:

Print Name:

Title:

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

I am aware of and hereby certify that neither _____ [Type name of Vendor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Vendor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Vendor on the _____ day of _____ 20 for the purposes of submission of this Agreement.

By: _____
Signature

Typed or Printed Name

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

That I am a representative of the Vendor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Vendor. Vendor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

Title: _____

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

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

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

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____