LENNOX SCHOOL DISTRICT



10319 Firmona Avenue Lennox, CA 90304 310-695-4000

RFP No. 2021-2022.01

REQUEST FOR PROPOSALS

LENNOX SCHOOL DISTRICT EDGE AND CORE NETWORK SWITCHING EQUIPMENT, EDGE SWITCHING AND WIRELESS ACCESS POINT INSTALL

RFP ISSUED AND POSTED	**December 8, 2021**
PROPOSAL DUE DATE	**January 21, 2022 AT 2:00 P.M. PST**
REQUEST FOR INFORMATION DEADLINE	**December 22, 2021 2:00 P.M. PST**
Answers/Addendums posted	**December 23, 2021 4:00 P.M. PST**

on the district website at

https://www.lennox.k12.ca.us/apps/pages/index.jsp?uREC_ID=384871&type=d&pREC_ID=874901

SUBMIT PROPOSAL AND QUESTIONS BY EMAIL ONLY TO:

erate@lennoxk12.org

Service Provider Criteria and Contract Requirements

CMAS Requirements

All prices quoted must be **CMAS or better** pricing if a vendor has been awarded a CMAS contract for the equipment or service being quoted. If a vendor has been awarded a currently valid CMAS contract for the equipment or service being quoted, those contracts must be included in the bid.

BACKGROUND

LENNOX SCHOOL DISTRICT ("District") serves students in grades PK-8. The District has 9 locations, comprised of one preschool, five elementary schools, one middle school, one charter high school and the central office. District demographics and quick facts:

- Enrollment: 4,400
- Board of Trustees: Five Board Members
- Web site https://www.lennox.k12.ca.us/

SCOPE OF WORK

The Lennox School District is requesting proposals on

- Cisco Meraki Edge Switching
- Cisco Meraki Core Switching
- Cisco Meraki Wireless Access Points
- All Cisco Meraki Licensing
- Professional Services to install, configure and provide a turn key solution. In addition, providing documentation demonstrating inventory network maps of all units installed.

The vendor will be required to provide comprehensive services to complete the entire process of the access switching upgrades at the sites specified. These services will include design, planning, equipment acquisition, staging, scheduling, reporting, documentation updates, communication and coordination with other parties involved in the overall project. The selected vendor must be willing to work in a cooperative manner with the Lennox School District staff and other parties working on behalf of the Lennox School District.

The scope of this project will include the design, purchase, configuration, and installation of Cisco Meraki switches and Cisco Meraki wireless access points at 9 district sites. The contractor will be responsible for providing all new equipment to replace existing IDF switches, removing existing equipment, installing new equipment, making all necessary interconnections, and verifying that campus networks are fully functional.

After installation is complete, the vendor will provide detailed documentation with regards to the physical installation of all switching and connections (WAN links, IDF links, AP links, Phone links, and Portal links). In addition, the vendor shall provide detailed documentation of all switch configurations. The vendor will provide the necessary knowledge transfer to allow for effective central management of the new system.

Existing IDF equipment on each campus shall be removed as part of this project. All removed equipment should be inventoried and returned to the district storage at 10319 Firmona Avenue, Lennox CA 90304.

The vendor will be expected to provide experienced staff with adequate expertise in project management and IDF configurations to comply with the implementation standards required at the Lennox School District.

The vendor will be required to update existing documentation of the IDF layouts at each campus and provide digital photos of their work. The vendor must be able to work with PDF's Visio drawings, MS Word documents, and Excel spreadsheets.

Labeling/Identification: Vendor shall provide new labeling and identification of all network equipment provided under this agreement. Labeling format shall follow District labeling schema and standards. Each switch and wireless access point should receive a district provided asset tag. Each IDF connection will be labeled. Closing documents will include specific device location, switchport, serial number, asset tag number, and any other information deemed necessary by the Lennox School District.

Schedule/Duration of Work

Contractor shall provide sufficient resources to complete the work in the following manner:

a. Installation (cutover to new equipment) at each site must be completed in no more than 1 calendar day.

b. Overall duration of project shall not exceed 60 calendar days.

c. Project must be complete by January 13, 2023

d. During the summer vacation and other periods when there are no classes, the contractors will be allowed to work during normal business hours. During the school year, or when summer school is in session, contractors should plan to work after campus hours, typically 4:00 p.m. to 12:00 a.m.

General Outline of Project Process

These are the primary tasks for each campus in this project:

1. Perform a pre-installation site survey at each site to verify installation plans, and verify/document equipment counts, patch cable lengths and counts, and jumper cabling required.
2. Update documentation of IDF equipment per Lennox documentation requirements.
3. Stage equipment (off site), load predefined device configurations, inventory and label devices.
4. All switches will be asset tagged and labeled per District standards.
5. Install equipment during times when no students are present. This may include evening/night hours with an installation window (typically 4:00 p.m. to 12:00 a.m.), as defined by the Lennox School District.
6. Install all Cisco Meraki switches and all Cisco Meraki Wireless Access Points in all district IDF's and MDF's.
7. All MDF-IDF connections will be 10Gbps (Single Mode).
8. Configure switch ports for appropriate VLAN, POE, Switching, Routing, Etc. to support all district hardware and applications and document the network connections in the interface descriptions.
9. Install and configure central management system for all switching and provide knowledge transfer for the use of this system.
10. Remove and inventory old equipment and deliver to the Lennox School District storage facility.

Contractor's Capabilities – Specific Requirements

The items listed below are the requirements that the vendor must meet. The vendor must specifically address each bulleted item below in their response. Omission of a specific response will be a negative response.

1. Consideration will be given to the partner certification level that the proposer holds with the product manufacturer that is being offered. The proposer should verify this status in the RFP response. Proposers that have attained an equivalent of a Gold or Platinum certification level are preferred.
2. The contractor must have staff located in the greater Los Angeles area to satisfy availability requirements for warranty work.
3. The contractor must specifically state any plans to bring staff from outside the area to meet the workforce requirements and to staff availability for support and follow-up on this project.

4. The contractor must commit adequate, dedicated manpower to complete the work at all campuses within 60 days.
5. The allocated manpower must be adequate to complete installations (system cutover) at each site within one work day.
6. The contractor must submit a detailed manpower resource plan to demonstrate that adequate resources are committed to this project.
7. The contractor must agree to add additional manpower to the project if it falls behind schedule.
8. Contractor must obtain contractor access badges from the Lennox School District school/district sites and follow the Lennox School District access procedures to work on campuses. All contractor staff working at a Lennox School District facility must have company identification and wear Lennox School District badges at all times.
9. All contractor staff must dress according to professional standards and conduct themselves in a professional manner while on Lennox School District property.
10. All contractor staff working at a Lennox School District facility must pass Lennox School District required background checks.
11. Contractor must provide a dedicated project manager to oversee all the contractor's activities, and to serve as the single point of contact to Lennox School District personnel.
12. The project manager will be responsible for coordination of all activities of contractor's staff.
13. Contractor must closely supervise work on each campus while underway and must complete inspection of work within 2 days of completion of a campus.
14. The project manager will be expected to provide daily and weekly reports of progress on the project. These reports must be accurate.
15. The contractor must provide documentation as specified by the Lennox School District project manager.
16. Contractor will be responsible for communicating all requirements to any subcontractor and for all work done by subcontractors.
17. The contractor must minimize and coordinate downtime of the existing network equipment when performing this work.
18. Contractor must have a set of test equipment for testing fiber and copper links. This test equipment must be onsite with each installation crew.
19. Contractor must remove old equipment, inventory all old equipment, cables, etc. and relocate this equipment to the district storage.
20. The day after each installation is completed; the contractor must have staff available to return to the site for any problem resolution.
21. The contractor will be required to take digital photos of all installed equipment at completion of installation.
22. Contractor must be prepared to revisit campuses to investigate possible issues at no extra charge to the Lennox School District.
23. The contractor will be required to make pre-installation site visits in preparation for installation and may be required to assist in adjusting equipment in the racks to facilitate the placement of new equipment.
24. Contractor will be responsible for checking accuracy of parts required at each campus as part of the preliminary site visits and must notify the Lennox School District Technology Director of any discrepancies.
25. Contractor must verify placement of new IDF components during preliminary site visits.

Prospective Service Providers will be required to submit the following

- Three (3) references describing Service Provider's portfolio experience with comparable projects within a K-12 customer market
- Provider's appropriate valid/current CMAS Contract(s) if applicable
- Service Provider's SPIN number; and Service Provider's FCC Registration Number (FRN). Failure by Service Provider to supply these documents shall be considered grounds for disqualification.

Service Provider must meet the following qualifications to be considered for award. Documentation regarding the following qualifications MUST be included in the Service Provider's proposal. Non- inclusion of applicable documents is basis for disqualification.

1. When providing electronic equipment quotes for switches or routers, Service Provider must have at least 1 Certified Product Engineer or equivalent on staff to answer questions if the district decides to self-install. District must have access to a Certified Product Engineer from either the Service Provider or the manufacturer for answering questions.
2. When providing switch installation quotes Service Providers must provide a list of qualifications of employees who would be installing switches.
3. Vendor must be authorized to sell the products from each manufacturer.
4. All product pricing provided for Form 471 purposes must be functional equivalent or better, once the Applicant has received USAC approval for purchase.
5. Service Provider shall provide with its quote the complete CMAS contract pages if applicable, including all pages that show the goods and/or services in Service Provider's quotation submittal. Said products shall be clearly highlighted for ease of identification.
6. Signed E-RATE SUPPLEMENTAL TERMS AND CONDITIONS
7. Service Provider shall provide **one** RFP response to the allotted email by the allotted time. All documents must be included in this email submission.

CONTRACT TERM

The district is looking for a contract term of three years for purchasing starting July 1, 2022 to September 30, 2025 with the option of two voluntary one-year extensions. Vendors can include language for specific (up to percentage) cost escalation during the later years of the contract.
For the purchase of bid equipment or equivalent equipment must be less than two full years from end of life/end of service.

RIGHT TO REJECT ANY AND ALL QUOTES

The Lennox School District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Lennox School District reserves the right to fund, (proceed with the project or purchase) or not to fund, regardless of E-Rate approval.

LINE ITEM BID, SAME MANUFACTURER RIGHTS, ADDITIONAL PURCHASES

The Lennox School District reserves the right to award the entire bid to one Service Provider, or award each line item to a separate Service Provider.

The Lennox School District has the right to standardize on one manufacturer for Core Switching, Edge Switching, and Wireless Access Points. This may influence the evaluation criteria.

The Lennox School District reserves the right to purchase additional equipment not utilizing E-Rate funds based on pricing from this RFP for Non-Instructional Facilities (NIF).

EVALUATION CRITERIA

Lennox School District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511 § 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre- discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the Lennox School District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

Evaluation Criteria

40%	**E-Rate Eligible Price**
20%	Completeness of Response
20%	Experience with District
10%	Experience with E-Rate
10%	Installer Certifications

TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal (or equivalent)," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with the service provider. Service Provider shall submit a request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract. The District reserves the right to determine the equality of any equipment or service.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

INQUIRIES AND SUBMISSIONS

E-mail inquiries are to be sent to the following e-mail address by the date on Page 1 (December 22, 2021 2:00 P.M. PST. to erate@lennoxk12.org The subject line of all email inquiries must indicate the title of the correct RFP number RFP No. 21-22.01

All RFP responses must be submitted **FRIDAY January 21, 2022 AT 2:00 P.M. PST** to erate@lennoxk12.org

LENNOX SCHOOL DISTRICT EDGE AND CORE NETWORK SWITCHING EQUIPMENT ONLY BID

PROJECT SPECIFICATIONS

Switching Gear

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

Edge Switching

LENNOX SCHOOL DISTRICT is requesting new Cisco Meraki hardware at all 9 locations. The district is requesting quotes to reflect new Cisco Meraki equipment listed below. All items must be brand new, no refurbished equipment allowed.

MS355-48X (Quantity 96)

- 16 x 100M/1G/2.5G/5/10G Ethernet RJ45 with auto negotiation and auto-MDIX
- 32 x 1G Ethernet RJ45
- 4 x 10G SFP+ uplinks
- 2 x 100G QSFP28 stacking ports

MS355-48X2 (Quantity 1)

- 24 x 100M/1G/2.5G/5/10G Ethernet
- RJ45 with auto negotiation and auto-MDIX
- 24 x 1G Ethernet RJ45
- 4 x 10G SFP+ uplinks
- 2 x 100G QSFP28 stacking ports

Core Switching

LENNOX SCHOOL DISTRICT is requesting new Cisco Meraki hardware at all 9 locations. The district is requesting quotes to reflect new Cisco Meraki equipment listed below. The district is willing to accept bids from alternative manufacturers' solutions as long as they meet or exceed the listed equipment specs, safety, quality and are compatible with our network. Please see the section "Trade Names and Alternatives" in this RFO for further information. The district has the right to decide what other equipment is considered equivalent to the items listed above. All items must be brand new, no refurbished equipment allowed.

MS425-16 **(Quantity 6)**

- 16 x 10G SFP+ fiber
- 2 × 40G QSFP+ uplink/stacking ports
- RJ45 Management port

MS425-32 **(Quantity 2)**

- 32 x 10G SFP+ fiber
- 2 × 40G QSFP+ uplink/stacking ports
- RJ45 Management port

Installation of Network Equipment and Cabling

LENNOX SCHOOL DISTRICT is requesting a quote on installing

- 105 Switches in network cabinets across the district

- 504 Wireless Access Points across the district
- 204 SFPs and patching across the district

Installation should include all industry standard cables, cable management, removal of waste, etc. of any cabling that is not CAT6A or MA-SFP-10GB-LRM. All installation specs and processes must be listed in the bid to be considered including cable types, cable management, project management, etc. Connecting to existing cabling in each IDF or MDF, no ceiling penetration or cable runs needed. All items must be brand new, no refurbished equipment allowed. Vendor will configure switches and train District staff on configuration and installation of switches. Installation must be done outside of school hours to not disrupt instruction. By submitting an RFP response, Service Provider agrees to cover all increased costs if Service Provider does not quote correct work or labor costs associated with working outside of school hours.

Current Standard Patch Cable replacement for all sites
Buford Elementary 48
Felton Elementary
Huerta Elementary
Jefferson Elementary
Moffett Elementary
Lennox State Preschool
Lennox Middle School 48
District Office
Lennox Math, Science and Technology Charter High

Bid response must include a description of switch install and what is included in the bid.

WIRELESS ACCESS POINTS

Wireless WAPs shall support a minimum of (WiFi 6).

- MR44 **(Quantity 468)**
- MR56 **(Quantity 36)**
- All respective WAP mounting kits and brackets for the above mentioned **(Quantity 504)**

LICENSING

- LIC-MS425-32-5YR **(Quantity 2)**
- LIC-MS425-16-5YR **(Quantity 6)**
- LIC-MS355-48X-5YR **(Quantity 96)**
- LIC-MS355-48X2-5YR **(Quantity 1)**
- LIC-ENT-5YR **(Quantity 504)**

SFP - FIBER TRANSCEIVERS

MA-SFP-10GB-LRM (Quantity 204)
Cabling to connect MA-SFP-10GB-LRM (Quantity 204)

SITE SWITCHING

School	Address	MS355-48X	MS355-48X2	MS425-16	MS425-32	MR44	MR56	MA-SFP-10GB-LM
Buford Elementary	4919 W. 109th St. Lennox, CA 90304	**12**	**NA**	**1**	**NA**	**57**	**5**	**26**
Felton Elementary	10417 Felton Ave. Lennox, CA 90304	**10**	**NA**	**1**	**NA**	**58**	**3**	**22**
Huerta Elementary	4125 W. 105th St. Lennox, CA 90304	**9**	**NA**	**1**	**NA**	**41**	**4**	**20**
Jefferson Elementary	10322 Condon Ave. Lennox, CA 90304	**14**	**NA**	**1**	**NA**	**73**	**4**	**28**
Moffett Elementary	11050 Larch Ave. Lennox, CA 90304	**7**	**NA**	**1**	**NA**	**56**	**5**	**16**
Lennox State Preschool	10203 Firmona Ave. Lennox, CA 90304	**2**	**NA**	**NA**	**NA**	**5**	**1**	**4**
Lennox Middle School	11033 Buford Ave. Lennox, CA 90304	**23**	**NA**	**NA**	**1**	**130**	**7**	**48**
District Office	10319 Firmona Ave. Lennox, CA 90304	**8**	**1**	**NA**	**1**	**13**	**2**	**16**
Lennox Math, Science and Technology Charter	11036 Hawthorne Blvd, Inglewood, CA 90304	**11**	**NA**	**1**	**NA**	**35**	**5**	**24**

PRICING SUBMISSION INSTRUCTIONS
All prices must be added onto attached spreadsheet on the correct Item tab Attachment A

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

Attachment A Link:

RFP No. 2021-2022.01 Attachment ARFP No. 2021-2022.01

https://docs.google.com/spreadsheets/d/1STNwS8i5Y4EFIr8flFYTn5Lra9oWgExA8cNoRG78ZRI/edit?usp=sharing

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response

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

1. The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate as well as the District ability to pay at the time of award. This financial hardship by the District will make this agreement null and void.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://apps.fcc.gov/coresWeb/publicHome.do
6. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
7. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
8. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

9. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share. **The District will not be responsible for any billing errors by the service provider when the service provider is billing USAC.**
10. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
11. Even after award of contract(s) and/or e-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District and may be based upon the Districts ability to pay at the time of funding.
12. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
13. In the event of questions during an e-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
14. No change in the products and/or services specified in this document orders will be allowed without prior

written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

15. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504.
16. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
17. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
18. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/
19. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/
20. Service providers must include all taxes and shipping and all costs necessary to complete the projects in all RFP bid documents. By submitting an RFP, Service Provider is assuming all financial obligations created by bid mistakes including but not limited to failure to include tax or shipping costs.

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

Signature :_____**Title**:_____

Phone Number :_____**Email**: _____

Service Provider Name:_____ **SPIN Number:**_____

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

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

CERTIFICATE OF A DRUG-FREE WORKPLACE

Pursuant to the requirements mandated by California Government Code Section 8350 et seq, or the "Drug Free Workplace Act of 1990", this certification form is required of all successful bidders for contracts or grants awarded by a State Agency. By signing this certification, the Contracting firm agrees that a Drug-Free Workplace will be established by performing the actions described below:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or the organization's workplace. The statement must specify what actions will be taken against the employee for violations of the prohibition;

2. Establishment of a Drug-Free Awareness Program to inform employees of:

a) The dangers of drug abuse in the workplace;
b) The organization's policy of a Drug-Free Workplace;
c) The availability of drug abuse counseling, rehabilitation, and employee assistance programs; and
d) The penalties that may be imposed on employees for drug abuse violations

3. Requirement that each employee engaged in the performance of the contract of grant be given a copy of the statement outlined above in section 1, and that as a condition of employment on the contract or grant, the employee agrees to abide by the conditions of the aforesaid statement.

I, the undersigned, as an authorized representative agree that all the requirements of the "Drug-Free Workplace Act of 1990" will be adhered to and that a Drug-Free Workplace will be established. I also understand that if it is determined that I have made a false certification, or violated this certification by failing to meet any requirements of the Act, the contract established by **RFP No. 21-22.01** is subject to termination, suspension of payments, or both. Furthermore, I understand that a violation of the terms of the "Drug-Free Workplace Act of 1990" can result in disbarment in accordance to the provisions of California Government Code Section 8350 et. seq.

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

I, _____, an authorized officer agree to comply with the Alcohol and Tobacco Free Campus Policy as established by LENNOX SCHOOL DISTRICT. I certify that no employee of our firm, nor any subcontracting firm, will use alcohol or tobacco products at any time, on or within any District owned or leased buildings, property, or vehicles. Furthermore, I certify that signs stating "Alcohol and Tobacco Use is Prohibited" will be purchased and prominently displayed at all entrances to school property in accordance with the policy of LENNOX SCHOOL DISTRICT.

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

NON-COLLUSION DECLARATION

I am_____
(Name and Title)

of_____
(Name of Company)

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

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

Executed on _____, 202_____at_____ California.

_____
Signature

_____
Title

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2[a])

Note: This document must be executed and submitted with the bid.

1. Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation, or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:
    a. If the Owner determines that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, then you must take one or more of the following steps:
    b. Install a physical barrier at the worksite to limit contact with pupils.
    c. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions (see attached).
    d. Arrange, with Owner's approval, for surveillance by Owner's personnel.
2. If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.
3. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An emergency or exceptional situation is one in which pupil health or safety is endangered, or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____

Name: _____ _____

Signature

Title: _____

CRIMINAL RECORDS CHECK
EMPLOYEE LIST

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)
Use additional copies of page as needed

Name of Contractor: _____

Name of Employee	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately.

INSURANCE

The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Contractor agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

CONTRACTOR shall procure and maintain, for the term of the Contract, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers with the State of California and with a rating of or equivalent to A:VII by A.M. Best Company:

A. COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office, Inc. (ISO) form CG 00 01 10 01. Such coverage shall include, but is not limited to, independent contractors, broad form contractual liability insurance, products and completed operations coverage, and abuse and molestation coverage.

Such coverage shall be endorsed with the endorsement equivalent to ISO form CG 20 26, naming Lennox School District District, its board, its officials, employees, agents, and volunteers as additional insureds. Such coverage shall be primary to any insurance maintained by the DISTRICT and their officials, employees, and agents and any insurance maintained by the DISTRICT, and their officials, employees, and agents shall be excess and not contribute to it.

Such coverage shall be endorsed with the insurer's waiver of its rights of subrogation against the DISTRICT.

B. AUTOMOBILE LIABILITY INSURANCE in an amount not less than $1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Work provided under this Agreement.

C. WORKERS COMPENSATION INSURANCE, as required by the Labor Code of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against the DISTRICT.
Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

The coverage and limits required hereunder shall not in any way limit the liability of the CONTRACTOR nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONTRACTOR'S risks hereunder.

CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing the insurance coverages required above, and all required endorsements, prior to beginning work under this Contract. The provision of such documentation and compliance with these requirements are conditions precedent to the operation of this Contract.

If CONTRACTOR uses any subcontractors with DISTRICT's prior approval, CONTRACTOR shall require all subcontractors to comply with the insurance requirements hereunder and shall deliver to DISTRICT all required certificates of insurance and endorsements prior to subcontractor commencing work.

INDEMNIFICATION

a. CONTRACTOR PROPERTY. The DISTRICT, its board, its officials, employees, agents, and volunteers are not liable for injury to any person or persons, or for damage to any property owned by the CONTRACTOR or owned by other arising in any manner whatsoever out of such service furnished by the CONTRACTOR.

b. INDEMNIFICATION. CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, and its officers, agents, employees, and volunteers from all losses, costs, and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities or omissions of CONTRACTOR, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, its board, officials, employees, agents, and volunteers and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

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

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

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

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR's and Subcontractors' obligation to defend, indemnify and hold harmless the DISTRICT and its officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the CONTRACTOR or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

Insurance certificates must be submitted prior to commencement of any work.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) mm/dd/yyyy

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Insurance CO 2424 W. Staples Ave. Los Angeles, CA 90000	PHONE (A/C, No, Ext):	###-###-####
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United States Fire Insurance Company	SAMPLE
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS

CONTRACTOR
2424 W. Staples Ave.
Los Angeles, CA 90000

COVERAGES CERTIFICATE NUMBER: USS311713 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			SAMPLE	05/31/2016 12:01 AM	05/31/2017 12:01 AM	EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
DETAILS of EVENT INSURANCE IS ISSUED FOR

CERTIFICATE HOLDER	CANCELLATION
Lennox School District 10319 Firmona Avenue Lennox, CA 90304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Southwest Special Risk Insurance*

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ACORD 25 (2010/05)

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SAMPLE ENDORSEMENT

Additional Insured Endorsement: Should list:

- Insured Name (Contractor/Consultant/Vendor)
- Policy Number
- Certificate Holder

Preferred Endorsement: *The Fullerton School District, its officers, agents, employees, and volunteers are named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.*

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY

NAMED INSURED: _____

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRATORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:	SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

It is agreed that the above policy contains a standard cross liability or severability of interest clause.

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