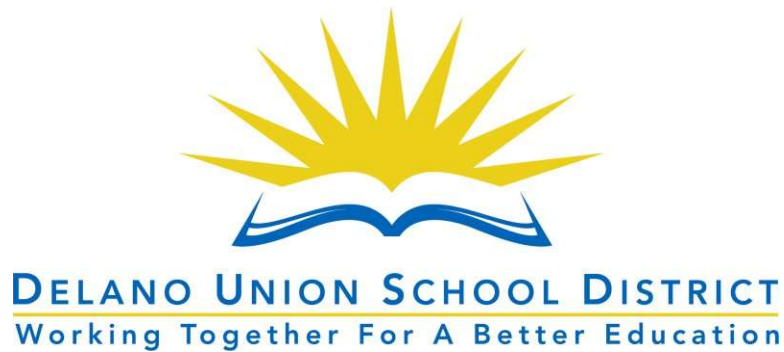


**Request for Proposals (RFP)**  
**RFP #2025-007**  
**WIDE AREA NETWORK (WAN)**  
**CONNECTION**



**RFP Issue Date: January 15, 2025**

**Delano Union School District  
Technology Department  
1405 12<sup>th</sup> Ave.  
Delano, California 93215  
(661) 721-5000, ext. 00129**

## **NOTICE TO BIDDERS**

### **Request for Proposals**

#### **RFP #2025-007 - WIDE AREA NETWORK (WAN) CONNECTION**

The Delano Union School District is requesting proposals for Wide Area Network (WAN) Connection. Proposals must include the use of pricing from bidding exempt existing contracts.

Proposals must be received prior to **1:00PM on February 14, 2025**. Proposals must be submitted in a sealed envelope, marked with the RFP number and title, and returned to Delano Union School District, Business Services, 1405 12<sup>th</sup> Avenue, Delano, California, 93215.

Proposals received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP documents may be obtained from **Delano Union School District, Technology Department, 1405 12<sup>th</sup> Avenue, Delano, California, 93215**, or at [www.duesd.org](http://www.duesd.org)

Refer any questions to: Jahad Suboh, email: [jsuboh@duesd.org](mailto:jsuboh@duesd.org) or 661-721-5000, ext. 00129.

Published:  
January 15, 2025  
January 22, 2025

**BIDDER INFORMATION SHEET**

Attention: Jahad Suboh. Director of Technology

Email [jsuboh@duesd.org](mailto:jsuboh@duesd.org)

Re: Notice to Bidders RFP #2025-007 – WIDE AREA NETWORK (WAN) CONNECTIONS

Delano Union School District Bids are available online. If you download a Bid, you are required to email the following information to [jsuboh@duesd.org](mailto:jsuboh@duesd.org) so that you may be added to the bidders list to receive Addenda for this Request for Proposals.

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

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

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

If you have any questions, please email [jsuboh@duesd.org](mailto:jsuboh@duesd.org)



## 1. INTRODUCTION

The Delano Union School District ("Owner") issues this Request for Proposals and seeks proposals from vendors interested in providing Wide Area Network (WAN) Connection as specified in Exhibit A- Scope of Work. This Request seeks proposals for use of existing contracts that provide bid-exempt use to the Owner. No other proposals will be accepted.

## 2. FORM AND DELIVERY OF RFPs

Proposals must be received prior to **1:00 PM on February 14, 2025**. Proposals must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Delano Union School District, Business Services, 1405 12<sup>th</sup> Avenue, Delano, California, 93215. It is the bidder's sole responsibility to ensure that its RFP is received before the RFP deadline. In accordance with Government Code Section 53068, any proposal received after the scheduled closing time for receipt of RFPs shall be returned to the bidder unopened.

Proposals shall be submitted on the prescribed Bid Form, completed in full. The RFP must conform to and be responsive to all Contract Documents. All bid items shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, working and notations must be in ink or typewritten.

District is seeking pre-approved contracts, such as NASPO, CMAS, WSCA, CALNET, etc. when responding to this RFP. All pre-approved contracts should be multiple year contracts that cover the fiscal year (July 1, 2025- June 30, 2026). District is seeking to build upon existing equipment already in place in the District. Non-responsive proposals will not be evaluated. Bidders are advised to be careful not to make any changes or mistakes as any material alteration to the form or intent of the RFP shall be, at the sole discretion of the District, grounds for disqualification of the proposal. If there are any questions regarding the intent of a given requirement, we strongly recommend that you request clarification. All questions should be submitted to [jsuboh@duesd.org](mailto:jsuboh@duesd.org) by **1:00PM on February 14, 2025**. Answers will be emailed to ALL bidders that have submitted a Bidder Information Sheet (Page 3 of Bid Packet).

## 3. CONTRACT PERIOD

The contract term is for (36) months with an option for two one year extension. The initial award for the bid will be encumbered after July 1, 2025 on the contingency that the E-Rate program approves the funding and must be received beginning July 1, 2025.

#### **4. SIGNATURE**

All the various times such documents are required to be submitted, the Bid Form, Substitution Listing, Non Collusion Certification, List of Subcontractors, Suspension and Debarment Certification, Iran Contacting Act Certification, all Information Required of Bidder or prequalification forms, the Purchase Contract with required forms, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who (1) shall be the agent of the joint venture or partnership, (2) shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

#### **5. MODIFICATIONS**

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, may be considered if included with a sealed bid.

#### **6. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS**

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the RFP as not being responsive.

## **7. EXAMINATION OF CONTRACT DOCUMENTS**

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work.

## **8. WITHDRAWAL OF BIDS**

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract.

## **9. AGREEMENT AND BONDS**

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. Sufficient bonds shall be fully executed and returned to Owner with the Purchase Contract.

## **10. INTERPRETATION OF CONTRACT DOCUMENTS**

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding by the Owner. If there are discrepancies on specifications, or conflicts between specification, terms or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specification, and drawings.

**SUBMISSION OF A PROPOSAL WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING,**

**FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIMELINES FOR DELIVERY OF THE ITEMS.**

#### **11. BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make of file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting process to other bidders or submitting a bid on the project.

#### **12. AWARD OF CONTRACT**

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Purchase Contract and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

#### **13. SELECTION PROCESS AND CRITERIA**

All proposals will be evaluated on the following criteria, in order of importance:

1. Price – 50%
2. Eligibility of pre-approved contracts (CMAS, WSCA, CALNET, etc.) - 30%
3. Qualifications and experience – 10%
4. Ability to deliver all goods on July 1, 2025. – 10%



**14. PUBLIC CONTRACT CODE SECTION 20111.5 PREQUALIFICATION OF BIDDERS**

Prequalification is not required to bid on this project. Bidders must complete and submit with their proposals the Information Required of Bidders Form that is included in the bid documents by the Owner.

**15. COMPETENCY OF BIDDERS**

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the Owner may require that each bid be supported by a statement of the bidder's experience.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner or, in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

**16. WORKERS' COMPENSATION**

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Purchase Contract, the Workers' Compensation Certificate which is included as part of the Contract Documents.

**17. ANTI-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES**

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder

agrees to comply with applicable federal and state 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 successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

The bidder certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this agreement in a manner that complies with the ADA and any and all other federal, state and local disability rights legislation.

Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this contract.

## **18. HOLD HARMLESS**

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

## **19. DELIVERY**

Time and manner of delivery are essential factors in proper performance under the contract. The successful bidder shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery where applicable.

## **20. WARRANTY AND MATERIAL SAFETY DATA SHEETS**

Bidders must include warranty information on bid items if applicable. Return of products for warranty purposes shall be free of all cost to the District. For all products requiring a Material Safety Data Sheet, the District requires that a Material Safety Data Sheet accompany all order at the time of delivery.

## **21. LIQUIDATED DAMAGES**

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

## **22. GOVERNING LAW AND VENUE**

In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Kern County, California.

## **23. CONFLICT OF INTEREST**

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that “No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she know or has reason to know that he/she has a financial interest.” Govt. Code Section 87100 et seq.). Furthermore, Vendor certifies that no such current or former Board Member or employee will derive any compensation, directly or indirectly, from the Agreement. Vendor also hereby certifies that to its knowledge, no current Board member or employee of Delano Union School District, and no one who has been a Board member or employee of the District within the last two years, had influenced or sought to influence the awarding of this Agreement to Vendor, except as allowed under his/her official duties. Vendor understands that any violation of this Section shall make the agreement voidable by the District.

## **24. NON APPROPRIATION OF FUNDS**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the Delano Union School District fails to appropriate or allocate funds for future payments under the Agreement, Delano Union School District will not be obligated to make payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

**SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.**

## **25. FINGERPRINTING REQUIREMENTS**

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form of certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by owner.

## **26. SUSPENSION AND DEBARMENT CERTIFICATION**

On all contracts of \$100,000 or more for goods/services, Contractor 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 3017.510, Participant's Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed.

## **27. AMERICAN MADE PRODUCTS**

In compliance with Sections 4300 to 4305 of the California Government Code where applicable, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in the bid.

Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with 2 CFR Section 200.322 as applicable. 2 CFR Section 200.322 required the bidder to provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through the application of coatings for iron/steel and for manufactured products composed whole or in part of non-ferrous metals (aluminum, plastics, and polymer products).

## **28. POST-BID CREDITS**

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner, less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

## **29. BID PROTESTS**

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

- a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- c) Each protest shall contain the following:
  - i. Identification by name, address, and telephone number of the protesting person(s), company, and/or organization and identification of the project to which the protest pertains.
  - ii. The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all

supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.

- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.
- (e) Where a protest is filed in conformity with this section, the Owner's staff or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.
- (f) Submission of a written protest to and receipt of a written decision from the Owner's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
- (g) The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.
- (h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.
- (i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days or less of receipt of the appeal.
- (j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (k) Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

### **30. PROCEDURE FOR PROTESTING BEING DEEMED A NON-RESPONSIBLE BIDDER**

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all of the following requirements:

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required materials shall not be recognized.

- (b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of the contract.
- (d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy and failure to follow this procedure shall be a bar to any legal action.

### 31. CONTENTS OF BID

The bid will include the following documents and any other documents specified by Owner: Bid Form, Information Required of Bidders, Non-Collusion Affidavit, List of Subcontractors, Suspension and Debarment Certification and Iran Contracting Act Certification.

### 32. TIMELINE

RFP Published:	January 15, 2025
	January 22, 2025
RFPs Due:	February 14, 2025
Evaluation of RFPs	February 18, 2025
Award of Contract	February 24, 2025
Contract Documents Due:	March 14, 2025
Delivery of Goods (on or before)	June 30, 2026

### 33. QUESTIONS

Any questions or clarifications concerning this Request for Proposal (RFP) should be submitted **before 1:00 PM on February 10, 2025** to: Jahad Suboh, 1405 12<sup>th</sup> Avenue, Delano, CA 93215 or [jsuboh@duesd.org](mailto:jsuboh@duesd.org)

## EXHIBIT A

### SCOPE OF WORK

The Owner is seeking proposals for Wide Area Network Connections and will accept responses from Service Providers for Lit Fiber. The Bidder will include in their proposal, all costs necessary to provide, construct, install, program, maintain, and monitor the services requested below. All maintenance cost associated with any on-site premise equipment, provided as an integral part of the Bidder's proposed service, shall be their sole responsibility. Per the requirement of the E-Rate program, the services requested below shall at no point, now or in the future, become the property of the Owner. The successful bidder will include in their bid price, at a minimum, the following:

1. The requested service is a Point-to-Point Ethernet service between the User Network Interface (UNI) at the Owner's "Collector Site" to the UNI(s) located at each of the sites as listed on Attachment "A" Site Schedule. There will be a Collector 1 and a Collector 2 for two sets of hand offs covering two groups of sites - noted on the Attachment "A" Schedule.
2. The connections shall be a minimum of **10 GB** of bandwidth (or higher), unless otherwise noted on the Attachment "A" Schedule.
3. Please provide a separate price for all **"One-Time" special construction** and/or build-out costs, including but not limited to; conduit/trenching, interior pathways, cabling, terminations, construction of network facilities, route assessments, ROW access and/or easement assessments, traffic control and permits, surveys, testing, design and engineering and project management to provide the requested service connection the Owner's designated demarcation point and also a separate proposal to amortize the cost of construction into the monthly contract cost.
  - a. If the Service Provider has the ability to offer financing up to three (3) years on the Applicants non-discounted share of the special construction charges, please list this in your bid response. Include (a) the total amount financed, (b) the term of the agreement and (c) the annual interest rate. The installment payment option is available for the applicant's non-discount share of special construction charges only, not the total cost of a special construction project.

The cost of all one-time connection and/or installation fees as necessary by the bidder to provide their proposed service. In E-Rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). Applicants may seek funding for special construction charges relating to leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

- a. Construction of network facilities
- b. Design and engineering
- c. Project management

**Note:** The term "special construction" does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are

eligible for Category One support as separate services, but not as special construction.

All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. All bid responses for solutions requiring special construction must only include capacity and special construction necessary to deliver service to Owner. To the extent that the winning bidder installs additional strands of fiber for future business ventures, the winning bidder assumes full responsibility to ensure those costs are allocated out of the special construction charges to the Owner in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning bidder did not cost allocate those charges associated with the additional strands, the Owner will not be responsible for reimbursing the winning bidder and the winning bidder will assume all responsibilities deemed ineligible by USAC.

Based on the bids and both a short term and long-term cost effectiveness analysis, the Owner will determine which of the solutions is acceptable.

4. RFP response **will** include any/all costs associated with switching services from our present supplier. Bidder's presentation of a bid response is an acknowledgment of this requirement.
5. Customer Premise Equipment (CPE), to provide the requested service.
  - a. Demarcation hand-off will be a Fiber connection. Bidder will provide and maintain all premise equipment necessary to provide the Owner with the specified handoff and type of service requested.
  - b. All solutions must terminate service or infrastructure in the demarcation point at the site addresses and MDF location specified in this RFP. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff.
6. The requested service shall provide for both physical and logical separation of Owner's traffic through the public switched network. The bidder shall, as determined by the scope of their proposed service, provide all necessary equipment, software, and/or professional services, including but not limited to Ethernet Virtual Connections (EVC), to accomplish this requirement.
7. Full Duplex operation (connection shall be bi-directional).
8. The requested service shall allow the following Network Protocols:
  - a. TCP/IP protocols
  - b. 802.1d and 802.1q QoS service on the entire circuit.
  - c. All Layer 1 and Layer 2 protocols, minimum Layer 3 protocols (EIGRP, IGMP, IPSec, OSPF, & RIP).
  - d. Multicasting (IGMP with PIM, SM or DM).
9. The Service provider shall supply an industry standard Service Level Agreement (SLA), to ensure the following Objectives are maintained:
  - a. No other bidder's customers will have any physical or logical access to the Owner's traffic/VLAN.
  - b. Network Availability – 99.99%
  - c. Packet Delivery Rate – 99.99%
  - d. Network Latency: 30ms, one way.
  - e. Mean Time to Repair 4 Hours, end-to-end, including local loop.
  - f. The service provider shall provide 24/7 monitoring of the circuits



- g. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

No bid will be accepted from or a contract awarded to a bidder:

- 1) Who is not licensed in accordance with the law
- 2) Who does not hold a license qualifying them to perform work under this contract in the state of California
- 3) Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC
- 4) Who has not successfully performed on projects of similar character and scope to the proposed work

### **Site Conditions**

It will be the responsibility of the bidder to become informed of all conditions under which work is to be done before submitting proposals. No additional costs will be incurred by the Owner or considerations given to any claims by the bidder based on a lack of knowledge of existing conditions. The submission of a bid from the bidder is an acknowledgement and agreement to this stipulation.

A site survey of the premises may be set up by contacting the Owner's Representative, Jahad Suboh, at [jsuboh@duesd.org](mailto:jsuboh@duesd.org). All requests for site visits must be received in writing no later than ten (10) business days prior to the proposal deadline

### **E-Rate Requirements**

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects that each prospective bidder will make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate Program please reference the Universal Service Administrative Company's (USAC) Schools and Library Division (SLD) website: <http://www.universalservice.org/sl/>

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:

- 1. Funding approval by the SLD.
- 2. Approved funded amount equal to the funding amount as requested on the Form 471.
- 3. A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.
- 4. A certified Form 486 and a written "Notice to Proceed" from the Owner to initiate service.

Per the requirement of the E-Rate Program no billing and/or service may begin for this contract until July 1, 2025 and may not extend past June 30, 2026. Per E-Rate rules multi-year contracts will be filed each year for funding renewal.

The Owner's percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The bidder will be responsible to invoice USAC for the balance, using the Service Provider Invoicing method (SPI Form 474). Prior to invoicing USAC for services rendered on this project, bidder agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before bidder bills USAC.

The Owner reserves the right to terminate any contract and/or agreement with the successful bidder, regardless of USAC's approval or denial of any funding that is requested as a result of this RFP.

All E-rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in Appendix A. Additionally, respondents are encouraged (but not required) to submit the additional information described in Appendix A that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

# **EXHIBIT A**

## **Scope of Work- Equipment Location Specifications**

**BIDDER MUST BE ABLE TO CONFIGURE AND DELIVER ALL ITEMS TO DELANO UNION SCHOOL DISTRICT ON July 1, 2025**

### **Collector Site**

Delano District Office

1405 12th Ave

Delano, CA

Demarc Location: MDF

Speed: 10 GB or up to 40 GB - two 10 GB Handoff (collector 1 and collector 2)

Growth Options: 20 GB, 25 GB and 40 GB

### Site #1- Detail

---

From: Collector Site 1

To: Site #1

Site#1: Albany Park Elementary School

Address: 235 W. 20th Avenue

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

### Site #2- Detail

---

From: Collector Site 1

To: Site #2

Site#2: Almond Tree Middle School

Address: 200 W. 15th Place

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

### Site #3- Detail

---

From: Collector Site 2

To: Site #3

Site#3: Morningside Elementary School

Address: 2100 Summer Drive

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

---

Site #4- Detail

---

From: Collector Site 2

To: Site #4

Site#4: Del Vista Math &amp; Science Academy

Address: 710 Quincy Street

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

---

Site #5- Detail

---

From: Collector Site 2

To: Site #5

Site#5: Harvest Elementary School

Address: 1320 Vassar Street

Delano, CA 9325

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

---

Site #6- Detail

---

From: Collector Site 1

To: Site #6

Site#6: Fremont Elementary School

Address: 1318 Clinton Street

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

---

Site #7- Detail

---

From: Collector Site 1

To: Site #7

Site#7: Nueva Vista Language Academy

Address: 120 Garces Highway

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

---

Site #8- Detail

---

From: Collector Site 1

To: Site #8

Site#8: Pioneer School

Address: 1001 Hiatt Avenue

Delano, CA 93215

Demarc Location: MDF

Speed: 10 GB

Growth Options: 20 GB, 25 GB and 40 GB

Site #9- Detail

---

From: Collector Site 2  
To: Site #9  
Site#9: Princeton Street Elementary School  
Address: 1959 Princeton Street  
Delano, CA 93215  
Demarc Location: MDF  
Speed: 10 GB  
Growth Options: 20 GB, 25 GB and 40 GB

Site #10- Detail

---

From: Collector Site 2  
To: Site #10  
Site#10: Terrace Elementary School  
Address: 1999 Norwalk Street  
Delano, CA 93215  
Demarc Location: MDF  
Speed: 10 GB  
Growth Options: 20 GB, 25 GB and 40 GB

Site #11- Detail

---

From: Collector Site 1  
To: Site #11  
Site#11: Delano MOT/Food Service  
Address: 1205 Ellington  
Delano, CA 93215  
Demarc Location: MDF  
Speed: 10 GB  
Growth Options: 20 GB, 25 GB and 40 GB

Site #12- Detail

---

From: Collector Site 2  
To: Site #12  
Site#11: La Vina Middle School  
Address: 1331 Browning Road  
Delano, CA 93215  
Demarc Location: MDF  
Speed: 10 GB  
Growth Options: 20 GB, 25 GB and 40 GB

# **EXHIBIT B BID FORMS**

**BID FORM****Name of Bidder:****RFP Number: RFP #2025-007 – WIDE AREA NETWORK (WAN) CONNECTION****To:** Delano Union School District, referred to as "OWNER."

- A.** In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. \_\_\_\_\_ on file at the office of OWNER for the sum of:

\_\_\_\_\_ dollars (written in words)

\$ \_\_\_\_\_ (written in numbers)

- B.** The bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds if applicable and other required documents within 10 working days after contract award.
- C.** The entire bid shall remain open and active for 60days after bid opening.
- D.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or an any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Purchase Contract and will also furnish and deliver to OWNER any required bonds specified, certificates of insurance, and other required documents.

- E.** It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Purchase Contract, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.
- F.** The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

**INDIVIDUAL/DBA**

Signature \_\_\_\_\_

Print Name:

Business Address:

Date:

Telephone:

**PARTNERSHIP**

Partnership Name:

Signed by: \_\_\_\_\_, Partner

Print Name:

Business Address:

Date:

Telephone:

Names of Other Partners

**CORPORATION**

Corporation Name:  
(State of Incorporation)

a, \_\_\_\_\_ Corporation

Business Address:

Date:

Telephone:



By \_\_\_\_\_ [Required] (Seal)  
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: \_\_\_\_\_

By: \_\_\_\_\_ [Required]  
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

## JOINT VENTURE

Joint Venturer Name:

Signed by: \_\_\_\_\_ (Joint Venturer)

Print Name:

Business Address:

Date:

Telephone:

Other Parties to Joint Venture:

If an individual joint venture: \_\_\_\_\_ (Signature)  
Print Name:

If a DBA joint venture: By \_\_\_\_\_ (Signature)

If a partnership joint venture: By \_\_\_\_\_ (Name)

Signed by: \_\_\_\_\_, Partner  
Signature

Print Name:

If a corporation joint venture: \_\_\_\_\_ [Seal]  
\_\_\_\_\_,  
(Name)

a Corporation (State of Incorporation)

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

Print Name:

Title:

**INFORMATION REQUIRED OF BIDDERS**

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. “You” or “Your” as used herein refers to the Bidder’s firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1.) How many years has your firm been in business under its present business name?

\_\_\_\_\_.

2.) How many years of experience does your firm have providing similar services?

\_\_\_\_\_.

3.) To how many public agencies has your firm provided similar services?

\_\_\_\_\_.

4.) Please list the public agencies, including School Districts, for which your firm has provided similar services:


5.) Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

\_\_\_\_\_

**NONCOLLUSION DECLARATION****TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

PROJECT TITLE/BID #: RFP #2025-007 – WIDE AREA NETWORK (WAN) CONNECTION  
OWNER: Delano Union School District

The undersigned declares:

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

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

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

Contractor:

By \_\_\_\_\_

Title:

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

Print Name Above

Print Title Above

*[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]*

**List of Subcontractors**  
**TO BE SUBMITTED WITH BID**

PROJECT TITLE: BID #: **RFP #2025-007 – WIDE AREA NETWORK (WAN) CONNECTION**  
OWNER: Delano Union School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars ( \$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

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

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

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:

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

*[Signature must match that on bid]*

Print Name

**End of Document**



**RFP 2025-007 Wide Area Network  
(WAN) Connection**

**CONTRACT  
Required Federal Contract Provisions and Required  
Forms**

**(To be submitted upon award of Contract)**

**PURCHASE CONTRACT**  
**(Non-Public Works)**

THIS PURCHASE CONTRACT is between the Delano Union School District ("District") and ("Vendor").

District and Vendor agree as follows:

1. Purchase. Vendor sells to District, and District purchases from Vendor, the equipment, materials, and/or supplies identified on Attachment A. In addition, Vendor shall do everything required to provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required, to deliver, install, and/or assemble the items procured as required in this Purchase Contract and any specifications and other requirements issued by District in connection with this purchase. The purchase of equipment, materials, and/or supplies under this Purchase Contract, along with any associated services, shall be referred to collectively as the "Purchase."

All equipment, material, and/or supplies to be furnished, and all work to be performed, shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications of any of those which, by this reference, are made a part of this Purchase Contract.

2. Contract Documents. The complete contract includes all documents comprising the bid package (including but not limited to any Instructions to Bidders, Bid Form, Substitution Listing, Workers' Compensation Certificate, Guarantee) and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this contract.

3. Contract Price. Subject to the terms and conditions of this contract, District shall pay to Vendor for all items furnished and work to be performed under this contract the total sum of \$ .

4. Payments.

A. Payment of the contract price shall be made when the product or service has been satisfactorily delivered to District and an invoice for completed services/delivery has been presented. In addition, the following terms of payment apply:

B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this contract including, by way of example only, the following:

- (1) Liquidated and other damages described in this contract;
- (2) Defective equipment, materials, supplies, or work not remedied;

- (3) Failure of Vendor to make proper payments to its subcontractor(s) or material men for materials or labor;
- (4) Damage to another Vendor.
- (5) Other damages sustained by District.

5. Time for Performance. Vendor shall commence work on the Purchase on the date directed by District and shall complete the Purchase within \_\_\_\_\_ calendar days thereafter. Other delivery and/or timing issues are as follows: .

6. Submission of Bonds and Insurance Certificates. Vendor shall not commence any work on the Purchase until Vendor has submitted to District all insurance certificates and bonds required by this Contract. All bonds and certificates shall be submitted to District within 7 days following issuance of this contract by District.

7. Liquidated Damages. For each calendar day completion is delayed beyond the time allowed in this contract for delivery of equipment, materials, or supplies, or rendering of services, Vendor shall forfeit and pay to District the sum of \$250.00, which shall be deducted from any payments due to or to become due to Vendor.

In addition to any liquidated damages which may be assessed, if Vendor fails to complete the Purchase within the time period provided in the contract documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Purchase, or damages to another vendor), Vendor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional consultant fees related to the Purchase. These costs and expenses may be retained by District from any payments otherwise due to Vendor.

8. Insurance. Vendor shall obtain insurance acceptable to District with a company or companies licensed to do business in the State of California and acceptable to District. Vendor shall maintain, at his own cost and expense during the term of this contract, the following insurance:

A. Workers' Compensation Insurance for all of Vendor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860 and following, Vendor shall submit to District an acceptable Workers' Compensation Certificate.

B. Public liability and property damage insurance with per occurrence limits not less than \$1,000,000.00 for death or personal injury and \$1,000,00.00 for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Purchase Contract is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation or material change in the form of such policy(ies). Vendor shall furnish District with certificates of insurance containing the endorsements required under this

section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

C. ***[Additional Insurance Requirements, e.g., professional liability.]***

9. Performance/Payment Bonds. Payment and performance bonds are not required on this Purchase, unless required in supplementary conditions.

10. Extra Work. Vendor and District agree that changes in this Contract or in the Purchase to be made under this Contract shall become effective only when written in the form of a supplemental condition or Change Order and approved and signed by District and Vendor. Should District direct or request additional purchases or work not otherwise included within Paragraph 1 of this Contract, the cost of the additional purchases or work shall be added to the Contract Price and paid by District pursuant to this Contract. The term "cost" as used in this paragraph means the actual cost to the Vendor of the labor, equipment, materials, supplies, or subcontracts required for the additional purchase or work, increased by ten percent for Vendor overhead and profit, including increased bond costs, if applicable.

11. Indemnification. Vendor shall indemnify and hold the District, its officers, agents, and employees free and harmless from any and all claims, losses, damages, liabilities, and expenses, including attorney's fees and costs, arising from the death or injury of any person or persons, or from the damage or destruction of any property, caused by or connected with the performance of this Contract by Vendor, his agents, subcontractors, or employees.

12. Termination of Contract. Should Vendor commit any of the acts specified in this paragraph, District may, by giving seven days written notice to Vendor, without prejudice to any other rights or remedies afforded District by law or by this Contract, terminate the services of Vendor under this contract; take possession of the Purchase and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Purchase by whatever method District may deem expedient. Vendor shall be deemed to have committed an act specified in this paragraph if Vendor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Purchase in the time specified in this Contract;
- D. Fails to make prompt payment to subcontractors, workers, or material men for labor performed on or materials furnished to the Purchase;
- E. Persistently disregards any laws or ordinances relating to the Purchase or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Contract.

13. Extension of Time. Liquidated damages shall not be imposed because of any delays in completion of the Purchase due to (1) unforeseeable causes beyond the control and without the fault or negligence of Vendor and (2) performing any extra purchase or work pursuant to this Contract.

14. Clean-up. Vendor shall, on completion of the Purchase, remove all debris and surplus materials from the Purchase site.

15. Notices. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either District or Vendor by the other party to this Contract shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States mail, first class postage paid, addressed to District at 1405 12<sup>th</sup> Avenue, Delano, California, or to Vendor at \_\_\_\_\_, California. Either party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

16. Guarantee. Vendor guarantees all Purchase work for a period of one year after acceptance of the work by District and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials. This shall be in addition to any equipment or materials warranties as specified and/or required elsewhere.

17. Labor Code. Vendor shall comply with all applicable provisions of the California Labor Code in providing products or services under this Purchase Contract.

18. Laws and Regulations. Vendor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

19. Substitutions. No substitutions are permitted under this Contract.

20. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used in connection with the Purchase shall be furnished and paid for by Vendor.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

22. Ownership of Drawings. All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Purchase documents and copies thereof furnished by District are District's property. They are not to be used in other work and are to be returned to District on request at completion of work.

23. Entire Agreement. This document, including any conditions, exhibits, schedules, plans, or specifications to which it refers, constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the Purchase which is the subject of the agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

24. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Contract, Contractor shall determine the means and methods for carrying out the work to achieve the result required by Owner. Contractor shall be free to contract for similar services to be performed while under contract with Owner, provided that Contractor will not accept such engagements which interfere with performance under this Contract. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefit Owner provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of Owner. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of Owner.

25. Miscellaneous.

A. Waiver. Any of the terms or conditions of this Contract may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Contract.

B. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Contract without the written consent of the other party. Any purported assignment without written consent shall be void.

C. Parties in Interest. Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any person other than the parties to it and their respective successors and assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third person to any party to this Contract, nor shall any provision give any third person any right of subrogation or action against any party to this Contract.

D. Severability. If any provision of this Contract is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall continue in full force and effect and shall in no way be impaired or invalidated.

E. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

F. Authority to Enter Into Agreement. Each party to this Contract represents and warrants that it has the full power and authority to enter into this Contract, to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Contract.

G. Conflict of Interest. The parties to this Contract have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of Owner relating to this Contract. It is further understood that if such a financial interest does exist at the inception of this Contract, Owner may immediately terminate this Contract by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Contract.

H. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Contract based on gender or any other basis prohibited by applicable law.

I. Licenses and Permits. Contractor represents that Contractor, and Contractor's employees who will render services under this Contract, are fully qualified and competent to provide the services called for under the Contract. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Contract, at Contractor's expense unless specified otherwise in the Contract.

#### **ADDITIONAL OPTIONAL PROVISIONS (BOTH PARTIES INITIAL IF APPLICABLE)**

\_\_\_\_\_ Confidentiality. Contractor shall at all times protect the confidentiality of all matters to which Contractor has access under this Contract, including but not limited to any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than Owner's authorized representatives without prior written consent of Owner, a court order, judicial subpoena,

or other valid legal process. Contractor shall notify Owner immediately by telephone and fax of any subpoena or court order seeking information covered by this Contract.

Contractor's Records. Contractor agrees to maintain and make available to Owner accurate books and records relative to all activities under this Contract. Contractor shall permit Owner to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Contract. Consultant shall maintain such data and records in an accessible location and condition for a period not less than years from the date of final payment under this Contract.

Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform Owner, and remove from Owner's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend Owner from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

Pupil Safety Requirements. Owner has determined that Contractor's activities will involve limited or no contact with Superintendent's pupils. However, in order to help assure the safety of pupils, Contractor's employees shall check in at the site office upon arrival and departure to notify Owner's personnel of their presence. Contractor's employees shall not travel to areas of the campus where pupils are present other than the site office without the consent of Owner or Owner's designee.

Executed at Delano, Kern County, California.

DATED: \_\_\_\_\_

**OWNER**  
By: \_\_\_\_\_  
Title Asst. Supt. of Business  
Address 1405 12<sup>th</sup> Ave, Delano 93215

DATED: \_\_\_\_\_

**VENDOR**  
By: \_\_\_\_\_  
Representative of Vendor  
Name of Vendor:  
Print Name of Signatory:

Title  
Address



**ATTACHMENT "A"**  
**Required Federal Contract Provisions**  
**Applicable to This Contract**

If federal funds are being used either in whole or in part for this project or purchase of services, supplies or equipment (see the Instructions to Bidders if applicable), then this project is subject to, and CONTRACTOR must comply with, all applicable federal laws including but not limited to the Federal Regulations set forth in CFR Title 2, Part 200. Accordingly, CONTRACTOR agrees to comply with all such federal requirements, including but not limited to the following:

**I. Non-Discrimination in Employment.**

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

## **II. Contract Work Hours and Safety Standards Act.**

CONTRACTOR agrees to comply with and be bound by, and assist OWNER in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).)

A. Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **III. Clean Air Act.**

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act 1. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The CONTRACTOR agrees to report each violation to the Delano Union School District and understands and agrees that the Delano Union School District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **IV. Suspension and Debarment.**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout

the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **V. Byrd Anti-Lobbying Amendment.**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, CONTRACTORS must sign and submit to the non-federal entity the following certification. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. . If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **VI. Recovered Materials.**

CONTRACTOR agrees to comply with, and be bound by, and assist OWNER in ensuring compliance with, 2 CFR Section 200.323, as applicable.

A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; at a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **VII. Access to Records.**

The following access to records requirements apply to this Agreement: (1) CONTRACTOR agrees to provide OWNER, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) CONTRACTOR agrees to provide access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the OWNER and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of this Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, federal acquisition policies, procedures, and directives.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

## **VIII. Termination.**

### **A. Termination for Cause.**

1. OWNER may serve upon CONTRACTOR and its surety written notice of OWNER's intention to terminate the Construction Agreement, without prejudice to any other right or remedy, upon the occurrence of any of the following circumstances:

- a. If CONTRACTOR refuses or fails to pursue the Work or any part with sufficient diligence to ensure its completion within the time specified, or any extension of time;
- b. If CONTRACTOR refuses or fails to complete the Work within the time required;
- c. If CONTRACTOR is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors;
- d. If a receiver is appointed on account of CONTRACTOR's insolvency;
- e. If CONTRACTOR persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified, except in cases for which extension of time is provided;
- f. If CONTRACTOR fails to make prompt payment to subcontractors or for material or labor;
- g. If CONTRACTOR persistently disregards laws, ordinances, or instructions of OWNER;
- h. If CONTRACTOR or its subcontractors violate any of the provisions of the Contract Documents.

2. The notice of intent to terminate shall contain the reasons for termination.

3. Unless the identified condition(s) or violation(s) ceases and arrangements satisfactory to OWNER for correction are made within 10 days after service of the notice, the Construction Agreement may be terminated, in the total discretion of OWNER. In that event, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed.

4. In the event of OWNER's election to terminate, OWNER shall immediately serve written notice of termination upon CONTRACTOR and upon surety on CONTRACTOR's Performance Bond, and the surety shall then have the right to take over and perform this contract; provided however that if within seven days after service upon the surety of the notice of election to terminate, the surety does not give OWNER written notice of its intention to take over and perform the Construction Agreement, or does not commence performance within 15 days after the date of service of the notice of termination by OWNER on surety, OWNER may take over and complete the Work by contract or by any other method it deems advisable.

5. CONTRACTOR and its surety shall be liable to OWNER for any excess cost or other damages incurred by OWNER. If OWNER takes over the Work as provided above, OWNER may exclude CONTRACTOR and the surety from the premises, or any portion of the premises, and take control of the premises without liability and without affecting the liability of CONTRACTOR and the surety for completion of the Work. In addition, OWNER may take possession of and utilize in completing the Work any materials, appliances, equipment, and other property belonging to CONTRACTOR on the work site necessary for completion of the Project, without liability.

6. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including without limitation compensation for additional architectural, managerial, inspection, and administrative services, the excess shall be paid to CONTRACTOR. If the expense exceeds the unpaid balance, CONTRACTOR shall pay the difference to OWNER. Any expenses incurred by OWNER, and any damage incurred through CONTRACTOR's default, shall be certified by the Architect.

7. These provisions are in addition to and not a limitation on any other rights or remedies available to OWNER.

**B. Termination for Convenience.**

1. OWNER has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from OWNER of such termination for OWNER's convenience, CONTRACTOR shall:

- a. Cease operations as directed by OWNER in the notice;
- b. Take any actions necessary, or that OWNER may direct, for the protection and preservation of the Work; and



- c. Maintain any insurance provisions required by the Contract Documents.

In case of termination for OWNER's convenience, CONTRACTOR shall be entitled to receive payment from OWNER for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of termination for convenience, OWNER shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to OWNER.

## **IX. Davis Bacon.**

For all contracts that exceed \$2,000, CONTRACTOR agrees to comply with and be bound by, and assist OWNER in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§3141- 3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").)

### **A. Minimum wages.**

1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

*Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

3. If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

4. In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

5. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

6. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

7. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### **B. Withholding.**

The Department of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the CONTRACTOR, sponsor, applicant, or OWNER, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **C. Payrolls and basic records.**

1. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of

the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of Education if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or OWNER, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or OWNER, as the case may be, for transmission to the (write in name of agency), the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is



not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or OWNER).

3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete.

b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#).

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

5. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

6. The CONTRACTOR or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or OWNER, take such action as may be necessary to cause the suspension of any further payment, advance, or

guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

**D. Apprentices and trainees.**

1. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. **Trainees.** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

4. **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

5. **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all the contract clauses in [29 CFR 5.5](#).

6. ***Contract termination: debarment.*** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in [29 CFR 5.12](#).

7. ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract. For all contracts that exceed \$2,000, CONTRACTOR agrees to comply with and be bound by, and assist OWNER in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§3141- 3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, CONTRACTOR is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

8. ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9. ***Certification of eligibility.***

a. By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).



b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

**X. Contract Work Hours and Safety Standards Act.**

The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\), \(2\), \(3\), and \(4\)](#) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or [§ 4.6](#) of [part 4 of this title](#). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

**A. Overtime requirements.**

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**B. Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#) of this section.

**C. Withholding for unpaid wages and liquidated damages.**

The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor

under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in [paragraph \(b\)\(2\)](#) of this section.

**D. Subcontracts.**

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in [paragraph \(b\)\(1\)](#) through [\(4\)](#) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(4\)](#) of this section.

**XI. Rights to Inventions Made Under a Contract Agreement.**

For all contracts that meet the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” CONTRACTOR agrees to comply with and be bound by, and assist OWNER in ensuring compliance with, 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

**XII. Domestic Preferences for Procurement.**

CONTRACTOR agrees to comply with, and be bound by, and assist OWNER in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires CONTRACTOR to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

**XIII. Contracting with Small and Minority Business, Women’s Business Enterprises and Labor Surplus Area Firms.**

CONTRACTOR agrees to comply with, and be bound by, and assist OWNER in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires CONTRACTOR to take the affirmative steps listed in 2 CFR Section 200.321

paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**XIV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

CONTRACTOR agrees to comply with, and be bound by, and assist OWNER in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires CONTRACTOR to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

**XV. Safety and Health Standards.**

As required by 34 CFR 75.609, CONTRACTOR agrees to comply with and be bound by, and assist OWNER in ensuring compliance with, the standards under the Federal Occupational Safety and Delano Union School District Bid No. \_\_\_\_\_ Bid Specifications and State and local codes to the extent that they are more stringent.

**XVI. Energy Conservation.**

As required by 34 CFR 75.616, CONTRACTOR agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. CONTRACTOR shall also comply with and be bound by, and assist OWNER in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871). 14. If any provision is required by Federal law, or by the Federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

**XVII. Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

**XVIII. Not a Party.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

**End of Document**

## 14-WORKERS' COMPENSATION CERTIFICATE

**PROJECT TITLE: BID #:**

**OWNER: Delano Union School District**

Labor Code Section 3700 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 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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 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 and during the performance of the work on this Project.

Print Name of Contractor Above

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

Date:

Print Name Above

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 the contract.]

# 16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

Delano Union School District (referred to as "Owner")  
(Project Identification)

I, \_\_\_\_\_, am an  
[type or print name]

- [check one] ☐ Owner of the company named below  
☐ Partner of the partnership named below  
☐ President or CEO of the corporation named below  
☐ Principal of the joint venture named below  
☐ Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more] ☐ [For compliance with Education Code Section 45125.2(a)(1)]  
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
- ☐ [For compliance with Education Code Section 45125.2(a)(2)]  
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
- ☐ [For compliance with Education Code Section 45125.2(a)(3)]  
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
- ☐ [For compliance with Education Code Section 45125.1(g).  
Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- ☐ [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

\_\_\_\_\_  
[name of contracting entity]

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

DATE:

SIGNATURE \_\_\_\_\_

## 20-DRUG-FREE WORKPLACE CERTIFICATION

**PROJECT TITLE/BID #:**

**OWNER: Delano Union School District**

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code



Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

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Signature

Print Name Above

Print Title Above

Date:



## Attachment I: Certification Regarding Lobbying

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  <b>For material change only:</b> Year ____ quarter ____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
<b>Federal Use Only</b>		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____
<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**CERTIFICATION OF COMPLIANCE  
WITH ECONOMIC SANCTIONS IN RESPONSE TO  
RUSSIA'S ACTIONS IN UKRAINE  
PER GOVERNOR'S EXECUTIVE ORDER N-6-22**

*Per Executive Order N-6-22 ("Order"), all agencies and departments subject to the Governor's authority are directed to review their contracts and investments for compliance with the economic sanctions imposed on Russia by the United States government and the State of California. Further, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.*

**1) ATTESTATION OF COMPLIANCE:**

Having conducted a good faith review, I attest that \_\_\_\_\_ (agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<b>Contractor/Provider Name (Printed):</b>	<b>Contract Number (s):</b>
<b>By (Authorized Signature):</b>	
<b>Printed name and title of authorized signor:</b>	
<b>Date of Signed Attestation of Compliance:</b>	 

**2) REPORT OF ACTIONS/STEPS TAKEN:**

If your contract with the Delano Union School District is valued at more than \$5,000,000, please attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the Order.

*Please note that this Certification of Compliance may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.*