



GLENDALE UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL - RFP P-70-17/18

New Administration Building Cabling

Mandatory Conference: January 4, 2018 10:00 AM
Glendale Unified School District
223 N. Jackson Street, Room 305

Proposal Submittal Date: January 25, 2018 11:00 AM
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206

Table of Contents

Notice Calling for Requests for Proposals	3
Terms and Conditions	5
A. Overview	5
B. Scope of Work	5
C. Reference to Negotiation.....	5
D. Use of District Documents	5
E. Inspection of Documents.....	5
F. Agreement Document:	6
G. Proposal Content and Format.....	6
1. Narrative	6
2. Pricing Procedure.....	7
3. Request for Substitutions Prior to RFP Deadline.....	7
4. References	7
5. Agreement	7
6. Corporate Profile	7
7. Mandatory Forms (Certificates and Certification Documents).....	8
H. Evaluation and Award of Contract.....	8
I. E-rate Requirements.....	8
J. Rejection of Proposal and Waiver of Irregularities	9
K. Erasures or Corrections to Entries.....	10
L. Withdrawal or Amendment of Submitted Proposal	10
M. Obtaining Information.....	10
N. Proposal Costs.....	10
O. Proposal Disclosure.....	10
P. Data	11
Q. Failure to Bid	11
R. Patents	11
S. Signatures.....	11
T. Cancellation for Insufficient or Non-Appropriated Funds	11
U. Payment Terms	11
V. Technology Clause.....	12
W. Insurance Provided By Service Provider	12
X. Insurance Provided by Subcontractors	12
Y. General Requirements	12
Z. Hold Harmless.....	13
AA. Termination For Convenience	13
BB. False Claims Act.....	13
CC. Written Inquiries Deadline – Addenda	13
DD. Piggyback Clause Form.....	14
Proposal Form	15
Substitution Request Form*	19
Service Provider References And Responsibility Information.....	20
Agreement.....	25
Non-Collusion Statement	28
E-Rate Certification	29
Workers' Compensation Certification	30
Drug-Free Workplace Certification.....	31
Tobacco-Free Environment Certification.....	33

Notice Calling for Requests for Proposals

DISTRICT	GLENDALE UNIFIED SCHOOL DISTRICT
PROJECT IDENTIFICATION	New Administration Building Cabling
PROJECT NUMBER	RFP Number P-70-17/18
PROPOSALS DUE BY	January 25, 2018; 11:00 AM
SUBMIT PROPOSALS TO	Glendale Unified School District 223 N. Jackson Street, Room 305, Glendale, California 91206
RFP DOCUMENTS AVAILABLE	http://www.gusd.net/Page/662
MANDATORY BIDDER'S CONFERENCE AND JOB WALK	January 4, 2018; 10:00 AM Sharp! Glendale Unified School District 223 N. Jackson Street, Room 305, Glendale, CA 91206

NOTICE IS HEREBY GIVEN that Glendale Unified School District, acting by and through its Board of Education, hereinafter the "District" will receive up to, but not later than the above stated date and time, sealed Proposals for the Contract for the Work generally described as: **RFP #P-70-17/18 – New Administration Building Cabling.**

Mandatory Bidder's Conference. The District will conduct a ONE-TIME ONLY MANDATORY IN-PERSON CONFERENCE AND JOB WALK for the Work to be held at the location, date and time stated above. Failure to attend and sign-in will render such Bid to be non-responsive. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened. Allocate extra time due to parking restrictions in the area.

Contractor's License. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B, C7. The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract. Contractor must be registered with Department of Industrial Relations (DIR) at the time of submitting a bid and throughout the term of the Contract.

Prevailing Wages. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: . Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

Bonds. As security for its Bid, each bidder shall provide with its Bid form: a bid bond issued by an admitted surety insurer on the form provided by the District, or a cashier's check or a certified check, or a corporate check, drawn to the order of the Glendale Unified School District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.

No Withdrawal of Proposals. No Bidder shall withdraw its Proposal for a period of ninety (90) days after the award of the Contract by the District's Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Proposals, and as it relates to E-Rate parameters.

Waiver of Irregularities. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Education to the Bidder that meets the qualifications established by the RFP documents.

E-rate Requirements. The project is contingent upon the approval of funding from the USAC's Schools and Libraries E-Rate Program. The District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District. Bidders wishing to bid may do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each bidder agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the District cancel the project.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Project and Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than **January 17, 2017, 8:00 AM**. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services, 223 N. Jackson Street, Room 305, Glendale, CA 91206; or via Email at: rfi@gusd.net.

Gilda Keshishyan
Purchasing Agent, Procurement & Contract Services
GLENDALE UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
FOR: The Board of Education

Legal advertisement: December 23 and 30, 2017

Terms and Conditions

A. Overview

The Glendale Unified School District (“GUSD,” “District,” or “Owner”), acting by and through its Governing Board, is seeking competitive proposals for **New Administration Building Cabling**. In addition to issuing this Request For Proposals (RFP) and in conformity with the FCC Schools and Library Division (SLD), “Universal Service Fund” (also known as E-Rate funding), GUSD will post a Form 470 to seek E-Rate discounts for the services sought by this RFP.

The primary point of contact for this RFP is Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services. Proposals in response to this **RFP are due by 11:00 AM (Pacific Time) on January 25, 2018**, at the District’s Purchasing Department. The Glendale Unified School District Purchasing Department is located at 223 N. Jackston Street, Room 305, Glendale, CA 91206. Respondents are required to submit one (1) original and one (1) identical, signed digital format (i.e. flash/pen/thumb drive) of the proposal to the District. The original should be bound, but contained together within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Service Provider Name, Address, Phone number, as well as the RFP number.

B. Scope of Work

The successful bidder will include in their bid price, at a minimum, the New Administration Building Cabling specified on the Proposal form.

C. Reference to Negotiation

A proposal to any specific requirement of the Request for Proposal with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

D. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

E. Inspection of Documents

1. Each Service Provider receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Service Provider.
2. The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Service Provider from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Service Provider must be acknowledged on the

proposal before the time proposals are due.

F. Agreement Document:

The District will use the Agreement in this document to formalize any contractual relationship that results from this Request for Proposal.

1. Contract Term – Pursuant to the provision of California Education Code Section 17596, school districts may extend contracts for services up to three (3) years. Therefore, the minimum contract term is from July 1, 2018, through June 30, 2021; and subject to successful receipt by the District of a Funding Commitment Decision Letter (FCDL) from the SLD that approves the E-Rate discounts in full for the service awarded as a result of this RFP.
2. No Minimum or Maximum Quantities - The District anticipates requirements for the supplies and commodities as listed in the quantities shown in the Proposal Form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders shall be allowed to the awarding district and all participating agencies at the prices quoted.
3. Bidder must agree to ship on or after April 1, 2018; USAC cannot be invoiced until after July 1, 2018. The District prefers the Service Provider Invoicing (SPI) method of billing.
4. Service Level Agreement (SLA) – The Service Provider shall provide the District with a Service Level Agreement (SLA) in conformance to standard industry requirements.
5. The bidder will include three (3) signed and dated originals of a multi-year Agreement with their proposal.

G. Proposal Content and Format

In addition to returning the mandatory forms the Service Provider should also submit one (1) original and one (1) digital format (i.e. flash/pen drive) of the proposal following the guidelines listed below:

1. Narrative

The bidder will include with their proposal a written narrative, detailing the means, methods, and transport mediums, of the proposed service offering. The Proposal Narrative shall not exceed 10 pages (page limit excludes RFP Forms and/or copies of the bidder's contracts and service level agreements). The proposal narrative shall include at a minimum:

- i. A brief description of the bidder, their history in the marketplace and with the Erate Program.
- ii. An implementation plan, including a project schedule, for the successful delivery to the proposed service offering to the District.
- iii. A description of the bidder's billing process, including those related to the Erate program. The District prefers the Service Provider Invoicing (SPI) method of billing.
- iv. A statement, if applicable, that clearly addresses any conflict or inability on

the part of the bidder to meet the specified service and/or terms and conditions specified in this document.

2. Pricing Procedure

The bidder shall submit pricing on the provided “**Proposal Form**”. If the bidder wishes to propose “alternate” pricing and/or product options, they may do so only in addition to supplying a “Proposal Form” for the requested service. Failure to submit the required Proposal Form will deem the bidder non-responsive and the proposal will be rejected.

3. Request for Substitutions Prior to RFP Deadline

Any Bidder may submit Request for Substitution on the form provided herein, together with all substantiating data, and a side-by-side comparison no later than seven (7) days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. Bidder must use the District Substitution Form or will be deemed non-responsive and the proposal will be rejected.

Items must conform to given specifications or brands requested and must be provided free of cost for evaluation purposes. Failure to follow this procedure and to provide the sample will result in a non-responsive proposal.

Items not manufactured in the USA must be noted on the Substitution Form. Bidder must disclose if prices are based on close-out specials or manufacturers overruns.

The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District’s evaluation of the Bid Proposals and award of the Contract.

4. References

The bidder shall complete and include the attached “Service Provider References and Responsibility Form” as a part of their proposal. Bidder shall also include a minimum of five (5) references, preferably from a K-12 school district, that demonstrate their ability to provide the services requested in this RFP. The bidder shall submit proposals with all necessary evidence showing their financial resources, experience in the type of work being required by the District, organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of the vendor’s responsibility to perform may result in rejection of the proposal.

5. Agreement

The bidder will include three (3) signed and dated originals of the multi-year Agreement with their proposal.

6. Corporate Profile

This section should include an overview of the company’s history and current financial status

and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

7. Mandatory Forms (Certificates and Certification Documents)

In addition to the items outlined above (Section J, 1 through 5), this section should include the following additional required forms contained in this RFP document.

- Service Provider References and Responsibility Information
- Non-Collusion Statement
- E-Rate Certification
- Worker’s Compensation Certification
- Drug-Free Workplace Certification
- Tobacco Free Environment Certification
- Criminal Background Investigation/Fingerprint Certification
- Agreement
- Proposal Form (and substitution form if applicable)
- Piggyback Clause Form

H. Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District’s assessment of qualifications and desirability of the Service Providers.

1. Evaluation Criteria: Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District’s discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority. All data and information in the written proposal will be subject to verification.

Selection Criteria	Weight
Price of Eligible Goods	50%
Prior Experience with Glendale Unified School District and/or References	20%
Methodology and Service Level, Cost of Change, Technology, Billing Capabilities, Account Support Team	20%
Experience with E-Rate	5%
Company Experience, Background, Financial Health	5%
Total	100%

2. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Bidders by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others.
3. The District reserves the right to request additional information and/or clarifications from any or all Internet Service providers that respond to this RFP.

I. E-rate Requirements

1. The District requires the Service Provider to have a valid and current SPIN (Service Provider Identification

Number) as issued by USAC (Universal Service Administration Company). The SPIN must be established at the time of the proposal submittal, and the Service Provider must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the proposal. Additionally, the Service Provider must complete and return the certificate of understanding as found in this RFP. For further information regarding the E-rate Program please reference USAC's Schools and Library Division (SLD) website: <http://www.universalservice.org/sl/>

2. The Service Provider is required to participate and be in full compliance with all current requirements and future requirements issued by USAC, throughout the term and any extensions agreed upon between the vendor and District, as a result of this RFP.
3. The successful Service Provider shall be responsible for providing the District with the applicable California Teleconnect Fund (CTF) discounts.
4. Prices are to remain firm through SLD approval, execution, and duration of the contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with a new price sheet sent to the District.
5. The successful vendor shall be responsible for providing the District on a timely basis with the applicable E-Rate documents (such as the item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the vendor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District. The District prefers the Service Provider Invoicing (SPI) method of billing.
6. All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:
 - Funding approval by the SLD.
 - Approved funded amount equal to the funding amount as requested on the Form 471. A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.
 - Certified Form 486 and a written "Notice to Proceed" from the Owner to initiate service.
 - Approval from the Glendale Unified School District Board of Education

J. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

K. Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

L. Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time for opening of proposals.
3. No Service Provider may submit more than one proposal.
4. After the scheduled time for opening of proposals, these proposals may not be withdrawn for ninety (90) days.

M. Obtaining Information

1. Outside sources. The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.
2. Inspections. Upon reasonable notice to the Service Provider, the District reserves the right to make on-site inspections of the Service Provider's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Service Provider's proposal and to consider any information received from such inspection in evaluating the Service Provider's proposal.

N. Proposal Costs

The District shall not be liable for any cost incurred by a Service Provider in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

O. Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Service Provider; thereafter the proposals shall be deemed public records. In the event that a Service Provider desires to have portions of its proposal remain confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

2. The District will consider a Service Provider's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Service Provider that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Service Provider requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Service Provider shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
4. Service Providers shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

P. Data

The District provides information herein to assist Service Providers in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Service Provider to rely solely on the accuracy of the information in submitting his/her proposal.

Q. Failure to Bid

If you do not bid on any line item, please mark “no bid” in the space provided and sign it and return the bid, otherwise your name may be removed from the proposal list.

R. Patents

The Service Provider shall hold the Glendale Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

S. Signatures

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

T. Cancellation for Insufficient or Non-Appropriated Funds

The Service Provider hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government under the E-Rate program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

U. Payment Terms

1. Service Providers are advised to thoroughly familiarize themselves with the payment provisions of the E-

Rate program. The District prefers the Service Provider Invoicing (SPI) method of billing.

2. Cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.

V. Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for proposals seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the proposal, to be included under the general umbrella of compatible product lines and are thus specifically included in this proposal.

W. Insurance Provided By Service Provider

The Service Provider shall provide and maintain the following insurance coverage amounts, naming the Glendale School District as Additional Insured by Endorsement, as set forth below:

Workers Compensation Insurance	
In accordance with limits established by law.	
Employers Liability Insurance:	\$1,000,000
Commercial General Liability Insurance	
Per Occurrence	\$2,000,000
Aggregate	\$5,000,000
Automobile Liability Insurance	\$1,000,000

X. Insurance Provided by Subcontractors

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Workers Compensation Insurance	
In accordance with limits established by law.	
Employers Liability Insurance	\$1,000,000
Commercial General Liability Insurance	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage Per Occurrence	\$1,000,000

Y. General Requirements

1. All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certificate included in this proposal must be completed and returned with the submittal.
2. All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within GUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: It is the policy of the District that in connection with all work performed under

contracts, there be no discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

Z. Hold Harmless

The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

AA. Termination For Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Service Provider. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Service Provider in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. District shall pay to the Service Provider all amounts earned and invoiced by the Service Provider up to the termination date (subject to the District's offset rights set forth in this Agreement) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

BB. False Claims Act.

Service Provider expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

CC. Written Inquiries Deadline – Addenda

Questions or suggestions about this Invitation shall be in writing and delivered by mail, by facsimile, email, or in person no later than **January 17, 2018, by 7:00 AM**, and delivered to: Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services, Glendale Unified School District, 223 N. Jackson Street., Glendale, CA 91206; fax: 818.247.8254; email: GKeshishyan@gusd.net.

DD. Piggyback Clause Form

RFP #P-63/16/17 – New Administration Building Cabling

For the term of the agreement and any mutually agreed extensions pursuant to this request for proposals, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Glendale Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____

(Please initial)

Piggyback option not granted _____

Exclusions:

Bidder Name _____ Date: _____
Signed _____ Phone _____
Printed Name _____ Title _____
Street Address _____
City, State, Zip Code _____
Fax Number _____ Email: _____

This page must be completed and submitted with your proposal.

Proposal Form

Request For Proposal – RFP P-70-17/18 New Administration Building Cabling

TO: Glendale Unified School District
 223 N. Jackson Street, Room 305
 Glendale, Ca 91206
 Attention: Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services

Date _____

Submitted By: _____

Bidder's Name

Bidder's Address

Telephone

Email Address

Fax

Having examined the proposal documents for New Administration Building Cabling for the GLENDALE UNIFIED SCHOOL DISTRICT and the conditions affecting and governing the services of said equipment, the undersigned Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide the New Administration Building Cabling as specified:

Product Name (Or Equivalent)	Qty	Unit Erate Eligible Cost	Extended Erate Eligible Cost
Conduit/Pathway from Basement Data Center to 4th floor IDF	1	\$	\$
Conduit/Pathway from Basement Data Center to 5th floor IDF	1	\$	\$
Conduit/Pathway from Basement Data Center to 6th floor IDF	1	\$	\$
12 strand Fiber from Basement Data Center to 4th floor IDF	1	\$	\$
12 strand Fiber from Basement Data Center to 5th floor IDF	1	\$	\$
12 strand Fiber from Basement Data Center to 6th floor IDF	1	\$	\$
IDF cabinet installed on 4th floor	1	\$	\$
IDF cabinet installed on 5th floor	1	\$	\$
IDF cabinet installed on 6th floor	1	\$	\$
IDF CAT6 patch panel	18	\$	\$
CAT 6 data drops (4 per work space)	800	\$	\$
Shipping and Other Miscellaneous Charges		\$	\$

Tax @ 9.5%		\$	\$
Total		\$	\$

Acknowledgment of Addenda. In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

No. ____, Dated _____ No. ____, Dated _____
 No. ____, Dated _____ No. ____, Dated _____
 No. ____, Dated _____ No. ____, Dated _____
 No. ____, Dated _____ No. ____, Dated _____

Or check here if **no** addenda were issued.

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder’s failure to comply with applicable law in this regard.

Signature page to follow:

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

(Corporate Seal)

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above, pursuant to the Instruction for Bidders Section 1.03. **All signatures must be made in permanent blue ink.***

All pages of the this Proposal Acknowledgement Form must be completed and submitted with your proposal.

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Substitution Request Form*

Specified Item	Requested Substituted Item	Agree to Provide Specific Item in the Event Request is Denied (circle one)		District Decision (circle one)	
		Yes	No	Grant	Deny
1)		Yes	No	Grant	Deny
2)		Yes	No	Grant	Deny
3)		Yes	No	Grant	Deny

This Substitution Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality to the specified item; (2) will entail no change to existing processes; (3) will be acceptable in consideration of the required needs; (4) will provide no cost disadvantage to the District; and (5) will provide adequacy and availability of inventory.

Name of Bidder: _____

By: _____

Date: _____

District Authorization (Name): _____

By: _____

Date: _____

NOTE: Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.

Make additional copies as necessary but all forms must be included and signed.

Service Provider References And Responsibility Information

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Service Provider has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.

3. The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Glendale Unified School District.

FAILURE TO FURNISH THE REFERENCES *(IN THE COMPLETE FORMAT REQUIRED)* MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: John Smith at above #
- (e) Services for TUVXY High School consisted of....
- (f) July 1, 2014, through June 30, 2015
- (g) \$ 50,000

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

4. Service Provider Questionnaire: The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Service Provider's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of firm's license holder _____

b. Have you or any of your principals ever been licensed under a different license number? _____ Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number. _____

c. Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

d. Number of years as a Service Provider in this type of work: _____

e. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associated outside of the firm submitting a proposal. _____ If the answer is "Yes," give dates, names and address of surety and details.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

f. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If yes, explain:

g. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If yes, provide name of public agency/organization and details of the dispute:

h. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If so, give owner's name and details:

i. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

-
- j. This project requires thorough knowledge of the financial and legal requirements of E-Rate.
 - i. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?

Yes No
 - ii. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or service providers?

Yes No
 - iii. Does your firm possess a valid FCC regulation number and Service Provider Identification Number (SPIN)?

Yes No

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20____, at _____, State of California

Service Provider Name _____ Date: _____
 Signed _____ Phone _____
 Printed Name _____ Title _____
 Street Address _____
 City, State, Zip Code _____
 Fax Number _____ Email: _____

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

All pages of this form must be completed and submitted with your proposal package.

Agreement

RFP No. P-63-16/17 – New Administration Building Cabling

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the Glendale Unified School District (hereinafter called the District) and _____ (hereinafter called the Vendor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows; and that the terms of **RFP No. P-70-17/18** are included as part of the agreement:

Contract Term: The minimum contract term is from July 1, 2018, through June 30, 2021; and subject to successful receipt by the District of a Funding Commitment Decision Letter (FCDL) from the SLD that approves the E-Rate discounts in full for the award of **RFP No. P-70-17/18**.

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Vendor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.

Delivery: Time of delivery of services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.

Payments: As per the terms of the proposal.

Warranty: Vendor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Vendor's part to indemnify, defend and hold the District and its indemnitaries as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Assignment of Agreement: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of the District.

Contact with students: Vendor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Vendor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Vendor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Vendor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Vendor shall be subject to and shall comply with this section and it shall be the Vendor's responsibility to require compliance with this section. Vendor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Vendor nor any subcontractor of Vendor will have contact with pupils, no fingerprinting of Vendor or its agents, subcontractors or employees is required by this Agreement.

Severability: If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

Attorney fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Gilda Keshishyan, Purchasing Agent
Procurement & Contract Services
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206
Email: GKeshishyan@gusd.net

Delivery location: Delivery locations may not have loading docks. The Vendor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

Order dates: Orders may be placed during the term of the Agreement even if delivery may not be made until after the term of the Agreement. Order dates take precedence over delivery dates. The Vendor must clearly identify the order date on all invoices to the District.

Orders: The Vendor shall receive Purchase Orders from the District on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing of the bid.

Warrant of authority: Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

VENDOR: _____

By: _____	_____
Signature	Title:
_____	Date: _____, 2018
Print Name	

By: _____	_____
Signature	Title:
_____	Date: _____, 2018
Print Name	

If the vendor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

GLENDALE UNIFIED SCHOOL DISTRICT

Date: _____, 2018

By: _____

Print Name: Dr. Kelly King
Print Title: Assistant Superintendent, Educational Services

Non-Collusion Statement

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, _____ being first duly sworn, deposes and says that I
am the _____ of _____, the party
(Typed or Printed Name) (Title) (Bidder Name)
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20____ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

E-Rate Certification

I, _____, certify that _____, is a
(Print or Type Name) (Company Name)

Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____ years.

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Glendale Unified School District, its attorney(s), or authorized agent;
3. Any contract awarded based upon RFP #P-70-17/18 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portion, and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining “non-discount” portion. This billing method is known as the SPI (Service Provider Invoice) method;
5. In the event the Glendale Unified School District wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contract terms, provided 14 days prior written notice is given.

(Original Signature in Blue or Black Ink)

____/____/_____
(Today's Date)

(Print or Type Name)

(Title)

Workers' Compensation Certification

PROJECT/CONTRACT NO.: RFP P-70-17/18 between Glendale Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Drug-Free Workplace Certification

PROJECT/CONTRACT NO.: RFP P-70-17/18 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance 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 District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Tobacco-Free Environment Certification

PROJECT/CONTRACT NO.: RFP P-70-17/18 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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