



REQUEST FOR PROPOSAL 09-2526A

E-rate Network Switch Upgrade

**RFP Release Date
November 14, 2025**

**Submission Deadline
December 19, 2025 @ 2:00pm (PST)**



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It is the vendor's responsibility to check the USAC website: <https://www.usac.org/e-rate/> and the District website: <https://carlsbadusd.net/9248> 3 for any addendums.

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Carlsbad Unified School District of San Diego County, California, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive proposals up to, but not later than the respective dates and times indicated below for:

RFP 09-2526A – E-rate Network Switch Upgrade

Proposals Due: no later than Friday, December 19, 2025 at 2:00pm (PST)

Submissions are to be provided **electronically** and are highly recommended to be submitted in advance of the deadline. All Proposals shall be made on form(s) furnished by the District and conform with and be responsive to the contract documents.

Proposals must be submitted and received by the District through [PlanetBids](#) by the specified time above. Proposals submitted after this time shall not be accepted. Any claim by a Contractor of error in its proposal must be made in compliance with section 5100 et seq. of the Public Contract Code.

The prequalification process shall be done through PQBids. The prequalification process must be completed prior to submitting a proposal. The prequalification process can be completed at: <https://pqbids.com/carlsbad>

DIR Registration: Contractors submitting proposals are required to register as a Public Works Contractor with the California Department of Industrial Relations. Registration must remain active throughout the term of the contract.

CUPCAA Registration: pursuant to Public Contract Code Section 20111.5, only pre-registered Contractors will be eligible to submit a bid for this project. Any bid submitted by a Contractor who is not pre-registered will not be accepted. Contractors can register on the District's website at: <https://pqbids.com/carlsbad>

Project Description: Carlsbad USD intends to purchase and install new network equipment and device licenses at seven school sites to refresh existing devices. The project includes vendor installation services, removal of current devices, and provision of materials and license details, with installation coordinated by the District's Technology and Assessment team.

Minimum Qualifications: except as provided herein, a proposal submitted to the District by a Contractor who is not licensed as a Contractor pursuant to the business and professions code shall be considered non-responsive and shall be rejected by the District. Where federal funds are involved the Contractor shall be properly licensed at the time the contract is awarded. In all other cases the Contractor shall state their license number, expiration date and classification in the proposal, under penalty of perjury. The following classifications are acceptable for this contract:

C-7 or C-10

Must be an authorized vendor registered with the USAC (Universal Service Administrative Company) at time of services rendered. The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. If E-Rate is not 100% funded or if it is not in the best interest of the District, the District reserves the right to reject or extend part or the entire proposal.

Specification and Contract documents for this proposal are available for download on the Carlsbad Unified School District website: <https://carlsbadusd.net/purchasing>

Alison Emery
Clerk of the Board of Trustees
Carlsbad Unified School District

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SCHEDULE AND SUBMITTAL INFORMATION RFP 09-2526A

Milestone	Date
Initial RFP Posting & Official Notice	Friday, November 14, 2025
RFP Questions Due from Proposers	Friday, December 5, 2025, 4:00 PM PST
Date District Will Respond to Questions	Friday, December 12, 2025, 4:00 PM PST
RFP Responses Proposals Due	Friday, December 19, 2025, 2:00 PM PST
Anticipated Board Approval	Wednesday, January 21, 2026*
* <i>Subject to change at District discretion</i>	

RESTRICTIONS ON LOBBYING AND CONTACTS

Respondents are instructed not to make personal contact with members of the School Board and/or District Administration. Attempts at contacting anyone other than contact indicated in this RFP may result in disqualification.

Any questions regarding this process must be in writing and asked through [PlanetBids](#). Questions must be received by Friday, December 5, 2025, 4PM PST. Responses to questions will be uploaded as an addendum into the Form 470 # 260005273 in the EPC Portal on USAC's website: <https://www.usac.org/e-rate/>, on [PlanetBids](#), and on the district website at <https://carlsbadusd.net/purchasing>. Only questions answered by formal written addenda will be binding.

REFERENCES

Provide information (for both current and completed projects) for your customers for whom your firm provided services similar in scope to those being proposed. The references should be local to the San Diego region. Provide the customer's business name, name of contact person, title, phone number and email address of the individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance if you are among those selected for consideration.

PREPARATION OF PROPOSAL FORM

Please prepare your proposals on the form attached to be submitted at such time and place as is stated in the Notice to Vendors calling for proposal. All blanks in the Proposal Form must be appropriately completed. All proposals must be submitted and received by the District through [PlanetBids](#) no later than Friday, December 19, 2025 at 2:00pm. Proposals submitted after this time shall not be accepted. Any claim by a Contractor of error in its proposal must be made in compliance with section 5100 et seq. of the Public Contract Code.

Respondents shall be solely responsible for examining the RFP and the Contract Documents, including any addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, licensing requirements, availability of required insurance, and other factors that could affect the work. Respondents are responsible for consulting the standards referenced in the included sample Contract. Failure of respondent to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

BRAND NAMES AND QUANTITY

1. Brand names and quantity on the Specifications and Proposal Form are for reference. If a Service Provider chooses to bid another manufacturer than is preferred, please provide supporting documentation with your bid response demonstrating its functional equivalency. Evaluation of equivalency is at the sole discretion of the District. Proposals on equivalent items will be considered, provided the proposal clearly describes the article offered and it is equivalent in quality, warranty, lifecycle costs, and utility.
2. State brand and model on each item. If proposing other than the make, model, or brand specified in the specifications, state the item offered by the manufacturer's name and model number. Unless the proposer clearly indicated in his proposal that he is offering an "equal" product, his proposal shall be considered as offering the brand name product referenced in the Specifications and Proposal Form.

PROPOSE SEPARATELY

Propose on each item separately. Prices should be stated in units specified on the Proposal Form. If standard packaging is not consistent with the proposal, so indicate on the Proposal Form.

SIGNING OF PROPOSALS

The signature of all persons signing shall be in longhand or in an electronic format that complies with applicable state and federal electronic signature laws and executed by principal duly authorized to make contracts. The proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

QUALIFICATIONS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:

<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time proposal is submitted. More information about obtaining a FRN may be found at

<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential bidder in Red Light Status must provide an explanation of the steps it is undertaking to be removed from Red Light Status and the timeframe for resolution. More information about FCC Red and Green Light Status may be found at http://www.fcc.gov/debt_collection/welcome.html

All proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the District, or who is a defaulter as surety, vendor or otherwise within the past twelve (12) months.

Prospective Service Provider acknowledges that it is following the Federal Communications Commission's Order FCC 19-121, which bars the use of Universal Service Fund (USF) subsidies to fund equipment, components, and services from covered companies, their parents, affiliates and subsidiaries, deemed to be a national security risk.

COMPONENT PARTS OF PROPOSAL

All proposers must submit a description of services to be provided and products to be offered in sufficient detail as can be reviewed by the District panel of evaluators and subject matter experts. Proposals should be no greater than 40 pages in length. Spec sheets and required attachments are not included in the 40 page maximum limit. Proposal must include the following fully executed attachments:

1. Proposer Contact Information Sheet
2. References
3. Specifications
4. Proposal Form
5. Certificate of Nondiscrimination
6. Contractor's Certificate regarding Worker's Compensation
7. Certification regarding Debarment, Suspension, and other Responsibility Matters
8. Designation of Subcontractors
9. Non-collusion Declaration
10. Recycled Content Certification
11. Certification of Contractor and Subcontractor regarding DIR Registration
12. Contractor's Statement regarding Maintaining a Drug-Free Workplace
13. Contractor's Certification regarding Fingerprinting

AWARD OF CONTRACT

Contract award will be January 2025 at the meeting of our Board of Trustees. A Notice of Award will be emailed. This project will be funded through e-rate Category 2 and General Funds. The District requests a contract term of 07/01/26– 09/30/27 with 2 optional one year extensions.

The annual E-rate funding year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFP may be ordered and installed as early as April 1, 2026 if USAC is invoiced on, or after July 1, 2026.

PROPOSAL SCORING

Scoring will be based on the following criteria:

a.	Price of e-rate eligible products and services	30%
b.	Compatible with current infrastructure	25%
c.	Vendor Experience with District	10%
d.	Lifecycle Costs	15%
e.	Hardware warranty and total cost of ownership for five years	10%
f.	Service and Support after the sale	10%

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, certificates of insurance, and other required documents. In the event the vendor, to whom an award is made, fails, or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

Within the time specified above, the Bidder to whom a Contract is awarded shall deliver to the District two identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Proposal Price.

Rating for the surety must be A++, A+, A, or no less than A-. Rating information can be obtained from Best's State Rate

COMPONENT PARTS OF CONTRACT:

Contract awarded as a result of this RFP shall include the following documents:

Specifications and Proposal Form

- RFP Attachments as follows:
- Certificate of Nondiscrimination
- Contractor's Certificate regarding Worker's Compensation
- Certification regarding Debarment, Suspension, and other Responsibility Matters
- Designation of Subcontractors
- Non-collusion Declaration
- Recycled Content Certification
- Certification of Contractor and Subcontractor regarding DIR Registration
- Contractor's Statement regarding Maintaining a Drug-Free Workplace
- Contractor's Certification regarding Fingerprinting
- Public Works Contract with any vendor contract or agreement incorporated as an exhibit
- Insurance Documents
- Executed Bond Documents
- RFP Addendum(a)

FCC/USAC AUDITABILITY

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

TIMELINE FOR PROJECT COMPLETION

The intent of the District is to procure materials during **April-June 2026** and complete the installation between July 1, 2026 and August 21, 2026. The awarded vendor should plan ahead for securing materials in advance of the installation timeline. The District anticipates issuing purchase orders once the Funding Commitment Decision Letter (FCDL) is received from USAC but cannot guarantee vendor lead times. Vendors should monitor supply-chain conditions and plan accordingly. Phased delivery or installation may be approved on a case-by-case basis with prior District approval.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

A contract is not assignable by the vendor either in whole or in part. The contract shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

WARRANTY

All products provided in this proposal shall have a minimum 1 year warranty from date of installation. All information regarding product and installation warranty shall be provided in the proposal. Vendor warrants to the District, that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by the District, and will be of first class material and workmanship and free from defects; and the District, reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the District, and risk of loss before acceptance shall be on the vendor. Defective goods rejected by the District, may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify the vendor thereof. The vendor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials

discovered and made known to vendor within one (1) year from the filing of the Notice of Completion shall be made good by vendor without additional expense to the District.

COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property, services, and licenses furnished.

RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, the District may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the District and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so. The District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the District. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the District, to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.

2. Cost of inspection of materials and/or services provided which do not meet specifications will be at the expense of the vendor.

3. The rights and remedies of the District provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for the specified E-rate year, unless the offering party in writing allows for a longer period of time. Prices must be held firm for the duration of the associated e-rate funding year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

The district strongly prefers the awarded vendor to store all equipment and supplies for this project at their location until project installation commences. Awarded vendor to bring the necessary equipment and supplies with them at the time of installation. The district warehouse storage capacity is limited. The District does not anticipate any need for on-site storage of equipment, tools, or materials for the scope of this project. Vendors must plan to transport all tools and materials daily and remove them from the premises at the end of each workday.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work proposal upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered.

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to [PlanetBids](#) a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only

by addendum duly issued and posted in **Form 470 #260005273** in the EPC Portal on USAC's website <https://www.usac.org/e-rate/>, on [PlanetBids](#), and the District's website <https://www.carlsbadusd.net/9248> 3. No oral interpretation of any provision in the contract documents will be made to any proposer.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices or materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a proposer whose proposal is under consideration for award shall submit promptly to the District's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

AFFIRMATIVE ACTION

1. The proposer shall comply with the Affirmative Action Employment Program.
2. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

PUBLIC WORKS

Completion of this contract will require a service provider to install equipment and possibly add cabling which will increase the scope of this RFP and cause it to become subject to public works requirements. To the extent the project is considered to be a public works project, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

Any contractor participating in this opportunity must have a valid California Class C-7 or C-10 license. In addition, any contractor participating in this opportunity must be registered with the California Department of Industrial Relations. Registration may be completed online at <https://www.dir.ca.gov/public-works/contractor-registration.html>

PROJECT SUBJECT TO PREVAILING WAGE

The successful Proposer and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). A copy of the per diem rates of Prevailing Wages applicable to the Project is on file and available for review at <https://www.dir.ca.gov/public-works/prevailing-wage.html>

DELIVERY OF BONDS, CERTIFICATES, ETC.

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, certificate of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

DELIVERY OF E-RATE DOCUMENTATION

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.

Vendors wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the FCC website at <http://universalservice.org/sl/>.

INSURANCE

The Contractor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. The Contractor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor must include an endorsement naming Carlsbad Unified School District as additionally insured.
2. **Automobile Liability:** covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

INVOICING

Vendors must be willing to work within the requirements of the E-rate program and must be able to provide all necessary documentation and invoice per the terms of the E-rate program.

Purchases are planned to commence 04/01/2026 or later and through 07/31/2026. The annual e-rate funding year begins on July 1 and expires on June 30 of each calendar year. No billing or payment can be made before 07/1/2026.

Invoice terms to be Net 30 days. 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.

The District prefers SPI Method of E-Rate Reimbursement. Invoice terms Net 30 days. Submit invoice to address below OR email to: apayable@carlsbadusd.net

Carlsbad Unified School District
Attn: Accounts Payable
6225 El Camino Real
Carlsbad CA 92009

PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Contract resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Proposer. Such services shall be negotiated and obtained via an official amendment to the Contract and approved by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance, and support of said goods or services shall have a coterminous expiration date with the original date of this Contract. The District shall not enter into a separate agreement for said goods or services.

THE CARLSBAD UNIFIED SCHOOL DISTRICT
RFP # 09-2526A
E-Rate- Network Switch Upgrade
SPECIFICATIONS AND PROPOSAL FORM

CURRENT ENVIRONMENT

The District currently serves approximately 11,000 students in Pre-K to 12th grade. The District is seeking replacement devices and services to support the learning environment on our campuses throughout Carlsbad, California.

The District participates in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Universal Service Administrative Company (USAC) and via the Schools and Libraries Division (SLD). Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by SLD, throughout the term and any extensions agreed upon between the vendor and District, as a result of this Bid.

The current LAN environment includes Cisco switches and WiFi APs as well as Extreme switches and APs
The current WAN environment includes Ciena equipment owned and managed by AT&T

The District is connected to the San Diego County Office of Education via an AT&T Advanced Dedicated Ethernet link. The District subscribes to Fortinet Fortigate firewall service.

The current wireless LAN environment includes Cisco and Extreme WiFi APs. The District makes extensive use of Chromebooks in classrooms as well as encouraging students and staff to connect personal devices to the network. There are approximately 13,000 active Chromebooks in the District.

SITE WALK

A site walk is not required.

SCOPE OF WORK

The District intends to purchase equipment and installation of equipment in order to refresh the District's current devices at seven school sites, and associated device licenses for five-year term.

- The devices will require vendor installation services at all school sites named in this RFP.
- Vendor to provide to the district in advance of installation, materials list per school site with Serial Numbers, and associated Device License information.
- Configuration of all devices will be completed by District staff. Carlsbad USD to coordinate the correct Serial Number with specific location on campus and schedule installation by site.
- Vendor to arrive at the job sites with all supplies & equipment needed for installation. Minimal ceiling adjustments may occur only to access switch locations; no additional ceiling or mounting work is anticipated.

All removed switch equipment shall be left on site for District collection. Carlsbad Unified School District is currently using Extreme devices listed below in order to ensure compatibility and seamless integration with the current network system as we look to standardize this set-up. **Any proposed substitutions must seamlessly integrate with the current network.**

Vendor will include estimated timeline and time frame for receipt of materials and installation.

- Post-installation documentation shall include switch serial-number inventory and punch-list closeout only. Wireless heatmapping, predictive design, or other AP documentation is not required.

The District's Technology and Assessment team to coordinate installation schedules prior to the start of work.

Additional Notes for Scope of Work

- All existing cabling is Category 6 (Cat 6) and Power-over-Ethernet (PoE) capable. One new Cat 6 patch cable per port is required, existing structured cabling will be reused where appropriate. Any exceptions discovered during installation will be handled as field-verified conditions in coordination with the District.
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- No additional cabling, pathways, supports, or mounting hardware are expected beyond what is listed in this RFP. Any small quantities discovered during installation shall be coordinated with the District for approval prior to proceeding.
- For POE+ we are using Phones, WAP's, Zone Controllers, IP Cam's
- District has not performed a power study as to POE+ draw on switches.
- We need SFP+ ports for uplink at the edge
- There is not currently an NAC solution in place for both switched and WiFi devices
- The district is using a unified management software system for its layer 2 network.
- The district uses a Fortigate firewall and iBoss for internet filtering.
- Existing switches should be salvaged to the district. CAT6 cables are the current standard.
- We prefer that all equipment be shipped to the vendor's location until the vendor can send a complete equipment list per site to the District Office/Warehouse.
- Training is not required for use of new devices/equipment.
- ExtremeNetworks 5320-48P-8XE is the district standard product.
- CUSD IT personnel can be available each work day during school hours and by email in the evening. During the school year, installation work must occur outside of instructional hours (after school or weekends). During the summer schedule (July 1–July 30), normal daytime work hours are permitted at all sites. On site staff to provide access to necessary on-site equipment.

PRICING SHEET INSTRUCTIONS

On the pricing sheet, the vendor must include costs for installation of equipment as a separate line item in the provided field. Vendors must complete all pricing fields directly within PlanetBids as required; a separate pricing sheet submittal is not necessary.

Product must be equivalent to product listed. Evaluation of equivalency is at the sole discretion of the District.

Vendors must indicate the percentage, or dollar amount, of the product that is E-rate eligible. Unit price should be stated. Delivery fees and Taxes should be entered in the field provided. Include percentage, or dollar amount, of costs for each priced item that is E-rate eligible.

Quantities on the pricing sheet are estimates. Vendors must outline the ability to add new equipment as indicated in the Additional Questions section.

Vendors must include a narrative regarding their methodology and installation processes as indicated in the Additional Questions section.

Vendors must describe in their proposal their financial soundness and their experience with School Districts and the E-rate program.

VENDOR RESPONSIBILITY

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized themselves 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 being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, 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, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with this RFP, all in strict conformity with the specifications and other contract documents.

The vendor and all of the vendor's employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable federal, state, county, and city requirements.

If a Service Provider chooses to bid another manufacturer than is stated on the Specifications and Proposal Form, please provide supporting documentation with your bid response demonstrating its functional equivalency. Evaluation of equivalency is at the sole discretion of the District.

VENDOR CERTIFICATION

Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and that it has the certification/specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.

PRODUCT CONDITION

Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase.

In the event there are questions pertaining to the validity of the products, the District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from unauthorized channels, the District further reserves the right to reject the Vendor bid and/or return the products for a full refund.

LICENSES

Vendor shall provide the District with a copy of the End User license agreement and shall warrant that all Manufacturer software is licensed originally to the District as the original licensee authorized to use the Manufacturer Software.

QUANTITIES AND CANCELLATION CLAUSE

Quantities are approximate and may be altered. The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the RFP items include Public money appropriated by the Federal Government or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP if E-Rate funding is not approved, is partially approved, or is not in the best interest of the district.

Carlsbad USD pays sales tax on all goods.

RFP 09-2526A E-Rate- Network Switch Upgrade

Schools requiring installation by awarded vendor:

1. **Carlsbad High School**
3557 Lancer Way
Carlsbad CA 92008
(760) 331-5100
2. **Hope Elementary School**
3010 Tamarack Avenue
Carlsbad CA 92010
(760) 331-5900
3. **Magnolia Elementary School**
1905 Magnolia Avenue
Carlsbad CA 92008
(760) 331-5600
4. **Valley Middle School**
1645 Magnolia Avenue
Carlsbad CA 92008
(760) 331-5300
5. **Poinsettia Elementary School**
2445 Mica Road
Carlsbad CA 92009
(760) 331-6500
6. **Sage Creek High School**
3900 Bobcat Boulevard
Carlsbad CA 92010
(760) 331-6600
7. **Carlsbad Village Academy**
1640 Magnolia Ave
Carlsbad CA 92008
(760) 331-5200

Carlsbad Unified School District

VENDOR PROPOSAL CONTACT INFORMATION SHEET

RFP 09-2526A Network Devices, Supporting Equipment, Licenses, and Installation (E-Rate)

Name of Company

Company Website

W-9 attached

Company E-Rate SPIN number (required)

DIR registration number

Contractors State Licensing Board number

Point of Contact Name

Signature - Authorized Representative

Point of Contact E-mail Address (separate with commas if more than one)

Point of Contact Phone Number

Remit to address for mailing payment

Remit to address for mailing payment

Remit to address for mailing payment

CUSD RFP 09-2526A PROPOSAL FORM PRICING SHEETS

PROPOSAL RESPONSE QUOTE FORM BELOW MUST BE INCLUDED IN VENDOR SUBMITTALS:

PRODUCT NAME (OR EQUIVALENT)	MODEL NUMBER (OR EQUIVALENT)	LOCATION	QTY	UNIT COST: ERATE INELIGIBLE	UNIT COST: ERATE ELIGIBLE	EXTENDED ERATE ELIGIBLE COST
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Carlsbad Village Academy	2			\$ -
Catalyst 9500 16-port 10G, K12	C9500-16X-EDU	Carlsbad Village Academy	1			\$ -
SNTC-NO RMA Catalyst 9500 16-port 10G, K12	CON-SW C950DU16	Carlsbad Village Academy	1			\$ -
Catalyst 9500 power supply blank cover	PWR-C4- BLANK	Carlsbad Village Academy	1			\$ -
C9500 Network Stack, Advantage	C9500-NW-A	Carlsbad Village Academy	1			\$ -
Cisco Catalyst 9500 XE 17.3 UNIVERSAL	S9500UK9-173	Carlsbad Village Academy	1			\$ -
Cisco Catalyst 9500 8 x 10GE Network Module	C9500-NM-8X	Carlsbad Village Academy	1			\$ -
950W AC Config 4 Power Supply front to back cooling	PWR-C4- 950WAC-R	Carlsbad Village Academy	1			\$ -
No Secondary Power Supply Selected	C9500-SPS NONE	Carlsbad Village Academy	1			\$ -
North America AC Type A Power Cable	CAB-TA-NA	Carlsbad Village Academy	1			\$ -
C9500 DNA Advantage, Term licenses, 5 years	C9500-DNA 16X-A	Carlsbad Village Academy	1			\$ -
DNA Advantage 5 Years License	C9500-DNA-L A-5Y	Carlsbad Village Academy	1			\$ -
Prime Infrastructure Lifecycle & Assurance Term - Smart Lic, 5 Years	PI-LFAS-T	Carlsbad Village Academy	1			\$ -
PI Dev Lic for Lifecycle & Assurance Term 5 Year	PI-LFAS-AP-T 5Y	Carlsbad Village Academy	1			\$ -
Network Plug-n-Play Connect for zero-touch device deployment	NETWORK PNP-LIC	Carlsbad Village Academy	1			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Carlsbad Village Academy	2			\$ -

1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Carlsbad Village Academy	2			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Carlsbad Village Academy	2			\$ -
Installation						
Shipping						
Tax (7.75%)						
TOTAL COST CVA						
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Carlsbad HS	22			\$ -
ENET 10051H-ENC(1000Base-SX SFP) Transceiver	ENET 10051H-ENC(1000Base-SX SFP)	Carlsbad HS	28			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Carlsbad HS	22			\$ -
1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Carlsbad HS	22			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Carlsbad HS	22			\$ -
Fiber: SC to LC		Carlsbad HS	1			\$ -
Installation						
Shipping						
Tax (7.75%)						
TOTAL COST CHS						
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Hope ES	13			\$ -
ENET 10051H-ENC(1000Base-SX SFP) Transceiver	ENET 10051H-ENC(1000Base-SX SFP)	Hope ES	13			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Hope ES	13			\$ -
1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Hope ES	13			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Hope ES	13			\$ -
Installation						
Shipping						
Tax (7.75%)						

TOTAL COST HOPE						
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Magnolia ES	7			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Magnolia ES	7			\$ -
1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Magnolia ES	7			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Magnolia ES	7			\$ -
Installation						
Shipping						
Tax (7.75%)						
TOTAL COST MAG						
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Poinsettia ES	1			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Poinsettia ES	1			\$ -
1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Poinsettia ES	1			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Poinsettia ES	1			\$ -
Installation						
Shipping						
Tax (7.75%)						
TOTAL COST POI						
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Valley MS	14			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Valley MS	14			\$ -
1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Valley MS	14			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Valley MS	14			\$ -
Installation						
Shipping						
Tax (7.75%)						

TOTAL COST VMS						
Extreme Network Switch 5320-48P-8XE	ExtremeNetworks 5320-48P-8XE	Sage Creek HS	3			\$ -
USA,CORD,NEMA 5- 15,C13	5601313-U1	Sage Creek HS	3			\$ -
1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Multi mode)	10051H	Sage Creek HS	3			\$ -
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device [Term: 4 years]	XIQ-PIL -S-C EW DELAY	Sage Creek HS	3			\$ -
Fiber: LC to LC			1			\$ -
Installation						
Shipping						
Tax (7.75%)						
TOTAL COST SCHS						
Other Miscellaneous Charges: i.e., Bonds						
Grand Total						

Additional Questions (add additional pages as needed):

1. In the event the District wishes to add more devices and/or licenses, the process to do this will be as follows:

2. In the event the District wishes to add more devices and/or licenses OR remove, the pricing will be as follows within the following parameters:

3. Please describe your methodology and installation processes, specifically as it relates to an active school site and according to the school year calendar. Include unique nuances such as supply chain shortages and long lead times.

4. Please provide your current FCC Light Status. If status is red, please explain and provide anticipated timeline for resolution.

Please initial to acknowledge receipt of addendum (a) 1 ____, 2 ____, 3 ____

NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

FIRM NAME: _____

ADDRESS: _____

CITY & ZIP: _____

TELEPHONE: _____ Email: _____

FRN NUMBER: _____

USAC SPIN NUMBER: _____

FIRM NAME AS REGISTERED WITH USAC/SLD: _____

SIGNATURE: _____ DATE: _____

(Authorized Agent)

NAME: _____ DATE: _____

(Please Print)

ATTACHMENTS

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, handicap, or any other federally protected status; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: _____

TITLE OF OFFICER SIGNING: _____

SIGNATURE: _____

DATE: _____

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

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

Proper Name of Individual, Company, or Corporation

Signature of Authorized Representative

Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

1. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

California Department of Education
PRU 11 – December 2019

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each proposer shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and 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 prime contractor's total proposal; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this proposal.

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

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original proposal , or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which his original proposal did not designate a subcontractor , except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

LOCATION & PLACE

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>OF BUSINESS</u>

CONTRACTOR'S NAME

SIGNATURE

NONCOLLUSION DECLARATION

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Executed this _____ day of _____, 202_, at

_____, California
(City)

Signature

Title

Authority: Public Contract Code 7106
CCP 2015.5

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the proposal for RFP 2023-01, Network Devices, Supporting Equipment, and Installation , (hereinafter referred to as the "Project"), and submitted it to the Carlsbad Unified School District (hereinafter referred to as the "District") on behalf of _____ hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Postconsumer Material _____ % Secondary Material.

Executed on this _____ day of _____, 20____ at _____.

Name of Contractor (Print or Type): _____

Signature: _____

Print Name: _____

Title: _____

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR REGARDING DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I, _____ certify that _____
(Name) (Title) (Contractor Name)

is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20_____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractors unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness. I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature _____

Date _____

CONTRACTOR’S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE

Carlsbad Unified School District Policy 4020 in relevant part provides:

The Board of Trustees believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 8103)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, on duty means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 8103)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 8103)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 8103)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

Drug-Free Awareness Program

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 8103)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

If awarded contract for above referenced bid, Contractor agrees to comply with School District Board Policy 4020 as detailed above.

In accordance with the above, the following must be signed and filed with the awarding body as part of the bid package.

Business name: _____

Does _____

Does not _____ *Have a policy or procedure for maintaining a drug free workplace at their own place of business.*

_____ *Attached is a copy of such policy or procedure or*

_____ *Following is a brief description of such policy or procedure:*

Signature: _____ *Date:* _____

Title: _____

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

CONTRACTOR'S CERTIFICATION REGARDING FINGERPRINTING

Pursuant to the provisions of Article 73 of the General Conditions - District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contract and Contractor's employees are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions.

In accordance with the Education Code the **Contractor shall provide for the continuous supervision and monitoring of the Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice.**

I VERIFY THAT PRIOR TO COMMENCEMENT OF WORK ALL SUPERVISORS ON THIS PROJECT WILL HAVE RECEIVED FINGERPRINT CLEARANCE FROM THE CALIFORNIA DEPARTMENT OF JUSTICE AND WILL PROVIDE CONTINUOUS SUPERVISION AND MONITORING OF THE CONTRACTOR'S EMPLOYEES.

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

By: _____ Title: _____
(Name)

Signature: _____

DISTRICT PUBLIC WORKS CONTRACT
(SAMPLE- DO NOT COMPLETE)

CARLSBAD UNIFIED SCHOOL DISTRICT CONTRACT

This CONTRACT made and entered into this __day of _____, 2025, by and between **CARLSBAD UNIFIED SCHOOL DISTRICT**, sometimes hereinafter called "District," and **[CONTRACTOR NAME TO BE INSERTED]**, hereinafter referred to as "Contractor." District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

WITNESSETH: That the Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF CONTRACT: The term of this contract shall be from 7/1/26-9/30/27 with 2 optional one-year extensions.

1. Contract Documents. The complete Contract includes all the Contract Documents, to wit:

Notice to Bidders

Non-Collusion Declaration

List of Subcontractors Form

Bid Bond or Bid Guarantee Form

Form Construction Contract

Exhibit "A"- Vendor Contract

Payment Bond

Performance Bond

Contractor's Certificate Regarding Background Checks

Certificate(s) of Insurance and Endorsements

All official papers and documents issued to bidders relating to the work to be performed hereunder which are not included in the RFP (i.e., technical drawings, etc.)

2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in the RFP attached hereto and incorporated herein ("Scope of Work") and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of the District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work. Any conflicts, discrepancies or ambiguities between this Contract and any exhibits attached hereto shall be interpreted in favor of and governed by this Contract.

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of **[WRITTEN AMOUNT TO BE INSERTED]** (\$_____) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

A. Subject to paragraph 3(B) below, the District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in Exhibit "B."

B. Periodic payments shall be made by the District to Contractor within thirty (30) days of District's receipt of an approved application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by the District and shall be in a format approved by the District. This application shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in the Contract Documents.

C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

4. Retention. For Contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the Contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.

5. Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the

California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to the Contractor until the District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. District shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.

7. Time for Completion/Liquidated Damages. Contractor shall complete the Project within 200 calendar days from receipt of the Notice to Proceed. If the Work is not completed and usable by the District, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of \$ 100 for each and every calendar day of delay beyond the time prescribed in the Agreement for completing the Work. In the event this is not paid, the Contractor agrees that the District may deduct that amount from any money due or that may become due the Contractor under the Contract.

8. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Contract a Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:

- | | |
|---|----------------|
| 1) Per occurrence (combined single limit) | \$1,000,000.00 |
| 2) Project Specific Aggregate (for this project only) | \$2,000,000.00 |
| 3) Products/Completed Operations (included in Comm. Gen. Liability) | |

The District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary, such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policies and required additional insured endorsement shall be attached to this Contract as proof of insurance. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor employee or agent to commence work on this Contract, or any subcontract until the insurance required of the Contractor and subcontractor or agent has been obtained.

9. Hold Harmless for Payroll Issues. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of said Contractor or subcontractors.

10. Subcontractors. Contractor shall use due diligence in the requirement and confirmation of insurance coverage similar to the foregoing on behalf of his subcontractors.

11. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

12. Pursuant to Section 1861 of the Labor Code, by signing this Contract and initialing hereunder the Contractor certifies that:

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

B. Contractor's Initials: _____

13. Bonds. The Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on the District's prescribed bond forms, and the Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Orange that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the Contract. Said bonds shall be furnished within five (5) days after award of the Contract and before commencement of construction.

14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.

15. Termination of Contract.

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

exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor written notice of five (5) days, terminate the Contractor and/or this Contract.

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

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

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

16. **Subcontracts.** Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, as applicable.

17. **Control and Payment of Subordinates; Contractual Relationship.** District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

18. **Permits and Licenses.** Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: **C-7 OR C-10**. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.

19. **Trenching Work.** If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made

for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such Contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute

21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain.

24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.

25. Brand Name or Equal. Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better for any material, process or article is identified by grade, patent or proprietary

name or by name of manufacturer. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, and article or process specified if it decides that Contractor has not met his or her burden.

26. Discrepancies and Omissions. Any discrepancies or omissions found in the Scope of Work shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time.

27. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.

A. Prevailing Wages. District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of the District. Contractor shall, as a penalty to District, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

B. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.

C. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor. In addition, the Contractor shall also comply with all applicable DIR requirements for submission of certified payroll records for prevailing wage enforcement

D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.

F. Contractor/Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, **if the Project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000**, the Contractor and all subcontractors that bid on, are listed in a bid or proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No bid/proposal will be accepted nor any contract entered into without proof of the Contractor's and all subcontractors' current registration with the DIR to perform public work. The Contractor shall also, at all times, be required to ensure compliance with the DIR by all of its subcontractors of all tiers. Contractor shall keep and maintain records documenting the DIR registration information for all such subcontractors and shall make such information available to the District upon request.

28. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the Parties.

29. Procedure for Resolving Disputes. In the event of a dispute between the Parties as to performance of Work, Contract interpretation, or payment, the Parties shall resolve the dispute by the procedures set forth in Public Contract Code section 9204 which are hereby incorporated herein by reference. Pending resolution of the dispute, Contractor shall neither rescind the Contract nor stop work on the Project.

30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.

31. Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors (collectively, "Indemnitees") from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Indemnitees from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this section.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Indemnitees from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

A. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, or (5) any claims of violation of the Americans with

Disabilities Act ("ADA"), except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

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

C. Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any subcontractor or materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

D. Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

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

32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and

guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

33. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site

34. Applicable Law and Venue. This Contract shall be governed by the laws of the State of California as effective and in force on the date of this Contract. This Contract shall be deemed to have been made in San Diego, California, regardless of the order of the signatures of the Parties affixed hereto.

35. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Contract which has been executed by the designated representative of both Parties.

36. Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

37. Notice. All notices shall be given to the other Party at the address set forth herein. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving Party.

Contractor:

District:

CARLSBAD UNIFIED SCHOOL DISTRICT

Attn:

Attn: DIRECTOR OF PURCHASING
6225 El Camino Real
Carlsbad, CA 92009

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.

39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.

40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.

41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. Each and every provision or 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, then upon application of either Party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the Parties.

42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, the Contractor and its consultants and subcontractors must provide for the completion of the District's standard certification form prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils.

43. Drug/Smoke-Free Workplace. The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Contractor to police and oversee its personnel on the Project. If the Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against the Contractor at law and/or in equity.

44. Compliance With State Storm Water Permit:

A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity ("Permit"), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

B. Contractor shall be responsible for all costs associated with filing the Notice of Intent ("NOI") and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution

Prevention Plan ("SWPPP") for the Project site, and coordinating all submittals with the District's Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

C. The District retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to the District. Any costs incurred by the District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by the Contractor.

D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If the Contractor has failed or is unable to maintain compliance with the Permit, the District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be the District's sole determination. Any costs incurred by the District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to the District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.

F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

46. Exhibits and Recitals. All Exhibits and Recitals referenced in this Contract and attached hereto are hereby incorporated by this reference into this Contract.

47. Time of Essence. Time is of the essence for each and every provision of this Contract.

IN WITNESS WHEREOF, this Contract is executed by the District's authorized representative.

[TO BE INSERTED]

CARLSBAD UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal EIN: _____

District will require a Contractor doing business
as Sole Proprietorship or Partnership to submit a
W-9.

End of Sample Contract

Payment Bond-Sample

WHEREAS, Carlsbad Unified School District (hereinafter referred to as “District”) has awarded to **Contractor Name** (hereinafter referred to as the “Principal”) an agreement for **Contract Number and Name Project** (hereinafter referred to as the “Project”).

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code sections 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project (“Bond”);

WHEREAS, the term “Claimant” shall refer to any of the persons described in California Civil Code section 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased, or rented.

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This Bond shall insure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys’ fees as fixed by the court, as set forth in Civil Code section 9554.

If the Principal promptly, fully, and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion,

addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the District of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, one (1) of this instrument, which shall for all purposes be deemed unoriginal thereof, has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor/Principal _____

Name (Printed) _____

By (Signature of Contractor) _____

Surety:

By (Attorney in Fact) _____

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

ACKNOWLEDGEMENT

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

State of California, County of _____

On _____ [date] before me, _____ [officer],

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

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

Name of Contractor (Print or Type): _____

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

WITNESS my hand and official seal.

Signature _____

Performance Bond-Sample

WHEREAS, Carlsbad Unified School District (hereinafter referred to as "District") has awarded to **Contractor Name** (hereinafter referred to as the "Contractor") an agreement for **Contract Number and Name Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any

modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any Contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____

Contractor / Principal _____

Name _____

By (Signature of Contractor) _____

Surety: (the following must be completed by a corporate attorney)

By (Attorney in Fact) _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

Any claims under this bond may be addressed to:

Surety Name and Address: _____

Name and Address of Agent/Representative for Service of Process in California (if different from above):

Telephone number of Surety and Agent/Representative for Service of Process in California: _____

ACKNOWLEDGEMENT

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

State of California, County of _____)

On _____ [date] before me, _____ [officer],

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

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

Name of Contractor (Print or Type): _____

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

WITNESS my hand and official seal.

Signature _____