

# Request for Proposal

February 19

# 2011

Orland Unified School District, located in Orland, CA, is requesting proposals for cabling at Multiple School sites and network equipment. This project depends upon funding from the Federal E-Rate Program. The establishing E-Rate Form 470 number is 678330000915531.

E-Rate Project  
for Funding Year  
2011



## Orland Unified School District Cabling and Network Electronics Project E-Rate Funding Year 2011/12

Orland Unified School District is seeking proposals for the upcoming Year 14 round of E-Rate. The District is seeking proposals:

**Part A** - Purchase of **network electronics** with factory warranties (bidding documents, beginning on page 39, are not required for Part A. )

**Part B** – Cabling at multiple sites. **MANDATORY JOB WALK REQUIRED.** See Schedule of Events on next page for more details.

### Service Provider Criteria and Contract Requirements

*Orland Unified School District wishes to take advantage of E-Rate funding discounts.*

The successful bidder(s) will be responsible for participating in the Federal E-Rate program.

In addition, the District may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The District will pay the vendor using District funds for these purchases.

Prices must be held firm for the duration of the E-Rate Year 14 fiscal year ending June 30, 2012, or until the end of resulting contract. Proposals must clearly identify costs associated in items/services that are not eligible for E-Rate discount.

These projects and services depend on partial funding from the E-rate program.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- NO billing or work can take place before July 1, 2011.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- The vendor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted
- ***The vendor is responsible for providing an FCC Registration Number (FRN) with their proposal. Any potential bidder found to be in Red-Light Status will be disqualified from participation in the bidding process and will be considered non-responsive.***
- All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996.
- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD. Applicant will not provide the form 472 (BEAR form reimbursement process).

The District reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The district reserves the right to accept the pricing proposal solely dependent upon SLD approval.

In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund regardless of E-rate approval.

## **Schedule of Events**

### **Part A**

Quote offered: February 19, 2011

Quote closing: 4:00 p.m. on March 21, 2011

Selection: Prior to March 24, 2011

Award Contingent upon funding from E-RATE

*Note: No job walk required*

### **Part B**

Quote offered: February 19, 2011

**MANDATORY JOB WALK - PART B ONLY WILL BE HELD ON March 4, 2011 AT 10:00 A.M**

**ALL BIDDERS SHOULD MEET AT 1320 Sixth Street, Orland CA 95963**

Quote closing: 4:00 p.m. on March 21, 2011

Selection: Prior to March 24, 2011

Award Contingent upon funding from E-RATE

All proposals are to contain costs for taxes and shipping as separate items. Items not eligible for E-Rate discount must be clearly identified. Items partially eligible for E-Rate discount must be clearly identified, including what percentage is eligible.

Proposals must be submitted in writing to:

Orland Unified School District  
1320 Sixth Street  
Orland CA 95963

Late proposals will not be accepted.

Proposals are to be submitted by site and marked or labeled according to the following:

Part A: E-Rate 2011/12 – (site name)

Or

Part B: E-Rate 2011/12 – (site name)

Vendor may submit bid on one or both parts of the RFP.

**Proposal Evaluation**

It is anticipated that a contract will be made with the provider(s) whose proposal is determined to be in the overall best interest of the District. The main evaluation considerations are price, industry experience, and qualifications.

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## 1.0 Background

To supply and replace the existing cabling with Cat 6e and add additional drops as indicated. To install and configure hardware as defined in Bill of Materials section.

## 2.0 Scope of Work

**THERE WILL BE A JOB WALK TO VIEW THE AREA FOR THE CABLE RUNS ON MARCH 4, 2011 AT 10:00AM. VENDORS ARE REQUIRED TO ATTEND.**

Replace existing cabling and port modules. Add additional Cat 6e runs. All network boxes will be 4 gang boxes with 4 data connections in each box. All face plates will be labeled. Labels shall indicate IDF and port number assigned on the patch panel. Labels shall be machine labels. Replace all existing patch panels with 48 port patch panels and add additional 48 port patch panels as need. All patch panel ports will be numbered to correspond with the associated Cat 6e run at the 4 gang box. Cables from the wall to the desktop PC will be Cat 6e gray snag-less cables. Cables from the patch panel to the switch will be Cat 6e green snag-less cables with a length appropriate for the distance between the patch panel and the switch with a maximum of 30" in length routed through proper cable management.

Currently the cat 3 Telco wiring system, is separate from the data wiring. The pre-existing phone lines and phone voice system must remain up during the wiring replacement.

The current building structure is constructed of wood and cinder block. The ceilings are either drop ceilings or have an attic space.

## 3.0 EVALUATION CRITERIA

### 3.1) Quality and completeness

Has the bidder addressed all of the needs raised? Is the proposal presented in an organized and professional manner?

### 3.2) Vendors experience

Has the vendor demonstrated a level of expertise in keeping with the requirements of this project? (Include references for projects of a similar nature.)

### 3.3) Technical and Minimum Specifications

Has the bidder demonstrated that minimum specifications have been met? Has the vendor included all literature of the product bid?

### 3.4) Warranty

Has the bidder included all warranty information?

### **3.5) Cost**

Cost will be a factor, however neither the only factor nor the determining factor, in the evaluation of bids.

### **3.6) Proposal Evaluation Criteria**

Proposal Evaluation Criteria include but are not limited to:

#### Equipment

Systems Architecture  
Scalability  
Reliability  
Product Life Cycle  
RFP Specified Features  
Networking  
Cable  
LAN Electronics Capabilities

#### Vendor

Systems Installed  
Vendor Stability  
Manufacturer Stability  
Installation Capabilities  
Vendor/Manufacturer Relationship  
Project Management  
Quality of Response  
Service Reputation  
Maintenance Policy  
Training Support  
Position in the Industry  
Experience with the Proposal System  
Service Support  
Post-Implementation Account Support

#### System Pricing

Purchase  
Maintenance  
Overall Life Cycle Cost of Ownership

The lowest proposal bid may not necessarily be accepted. The Orland Unified School District reserves the right to accept or reject any or all proposals.

## 4.0 SUBMISSION OF PROPOSALS:

Service providers shall deliver in 3 ring binders three (3) copies of the Proposal and supporting information and three (3) copies of the Financial Proposal. One copy of the Proposal and one copy of the Financial Proposal shall be in digital form on digital media. The Proposals and the Financial Proposals shall be delivered no later than **4:00pm, local time, Monday, March 21, 2011** clearly indicating the Service providers name and address and marked:

E-Rate 2011/12 – (site name)

To the attention of:

Luis Marquez  
Orland Unified School District  
1320 Sixth Street  
Orland CA 95963

Please note that:

1. Late proposals will be rejected.
2. The Orland Unified School District assumes no responsibility for improperly addressed or delivered proposals.
3. The Orland Unified School District does not, by virtue of this proposal call, commit to an award of this bid, nor does it commit to accepting the lowest or any proposal submitted.
4. Service Providers must bid on the entire project – incomplete proposals will be rejected.

## SECTION 2 – STANDARD TERMS AND CONDITIONS

### 2.1 INQUIRIES

All inquiries regarding this request for proposals shall be made to:

Luis Marquez  
Network Administrator  
Orland Unified School District  
530-865-1200  
[LMarquez@orlandusd.net](mailto:LMarquez@orlandusd.net)

### 2.2 SERVICE PROVIDERS EXPERIENCE

Service providers shall be actually engaged in performing the type of work specified for a minimum of 3 years and shall be able to refer to work of a similar character performed by them within the last three years. Low voltage C7 certified wiring contractors only.

### **2.3 INTERPRETATIONS, ERRORS & OMISSIONS**

Any bidder who is in doubt as to the true meaning or intent of any item in the contract documents, or who discovers any discrepancies, errors or omissions in the contract documents shall notify the Orland Unified School District and shall request clarifications or correction thereof.

### **2.4 NATURE OF THE WORK**

Service providers will be held to have visited the site, and to have informed themselves as to existing conditions and limitations.

### **2.5 TIME LIMIT**

Bids received after the time and date as shown on the request for quotation shall not be considered.

### **2.6 EXAMINATION OF PREMISES**

The service providers bidding this job are required to attend the job site meeting at the designated date and time and familiarize themselves with the existing site conditions. Service providers shall make allowances in their bid price in order to complete specified work, taking into account the existing site conditions. No compensation shall be considered for additional expenditures incurred later, through failure to do so.

**It is the responsibility of the bidder to take measurements as required.**

### **2.7 PERMITS AND REGULATIONS**

All service providers shall obtain and pay for any and all permits required by the authorities having jurisdiction and arrange for all inspections of the work by these authorities.

### **2.8 REQUIREMENTS FOR FINAL INSPECTION**

All items must be completed prior to final inspection. No exceptions will be made and final payment will be delayed until all items are complete.

### **2.9 SUPERVISION**

The bidder will exercise competent supervision of work all times through a supervisor who has authority to receive, on behalf of the bidder, any order or communications relating to the work. Any supervisor or worker who is not acceptable to the owner by reason of incompetence, improper conduct, etc. shall be removed from the site of the work and replace forthwith

### **2.10 INDEMNIFICATION**

The bidder agrees to indemnify and save harmless the Orland Unified School District from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.

#### **2.11 OWNER ACCESSIBILITY:**

This contractor shall schedule his work so as to cause the least amount of disruption to the daily routine of the tenants. Existing equipment to be removed, and cutting and patching for new equipment shall be done in such a way so as to cause the least amount of interference. This contractor shall ensure all openings are completed or closed up, and all debris is completely cleaned up, at the end of each working day.

#### **2.12 CLEANING UP**

The contractor shall remove, at his own expense, from the owner's property and from all public and private property, all temporary structures, and rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such waste materials in accordance with permission of such disposal granted to the contractor by the owner thereof.

#### **2.13 PRIVILEGE CLAUSE**

The Orland Unified School District reserves the right in its sole discretion to cancel the competition, in whole or in part, without any award, for any reason, at any time.

#### **2.14 NON-BINDING RFP**

This RFP does not constitute an offer. No agreement shall result upon submission of proposals. The Orland Unified School District shall not be under any obligation to enter into any agreement with anyone in connection with the RFP.

#### **2.15 WARRANTY AND DESCRIPTIVE LITERATURE System**

The cable manufacturer is to provide a system warranty against defects in material or workmanship for a period of no less than 10 years beginning at completion of the installation.

## **SECTION 3 - PARTICULAR SPECIFICATIONS**

### **3.1 ADDITIONAL SPECIFICATIONS FOR THIS PROJECT**

Prevailing wage applies to this project

All sub-contractors that will be contracted by the primary sub-contractor are required to be identified in the proposal.

The primary contractor must have an office within 60 miles of the Orland Unified School District.

## Part A: NETWORK HARDWARE SPECIFICATIONS

### Bill of Materials

**BRANDS:** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility. If Bidder uses brand different than specified by District, it is up to bidder to provide evidence that it is equivalent to the named brand.

**BIDS:** Submit separate bids for each site. Bidding documents beginning on Page 39 of this RFP are not required for Part A.

### UPSs for ALL locations as follows:

All IDF locations with 1, 2, or 3 switches will require a smart UPS XL1500va 2U 120v power/rack convertible.

All IDF locations with more than 3 switches will require a smart UPS XL3000va 2U 120v power/rack convertible.

All MDF locations will require a smart UPS XL3000va 120V power/rack convertible with additional smart ultra battery pack 48volt(UXABP48)

Part Number	Description
<b>Mill St School</b>	
<b>AIR-AP1142N-A-K9</b>	<b>802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain</b>
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracket (Default)
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount
AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points
S114W7K9-12421JA	Cisco 1140 Series IOS WIRELESS LAN
<b>AIR-CT5508-12-K9</b>	<b>Cisco 5508 Series Wireless Controller for up to 12 APs</b>
GLC-T=	1000BASE-T SFP
AIR-PWR-CORD-NA	AIR Line Cord North America
LIC-CT5508-25	25 AP Base license
LIC-CT5508-BASE	Base Software License
SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0
<b>C3925E-VSEC/K9</b>	<b>Cisco 3925E Voice Sec. Bundle, PVDM3-64, UC and SEC License</b>
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
S39EUK9-15101T	Cisco 3925-3945 SPE IOS UNIVERSAL
SL-39-DATA-K9	Data License for Cisco 3900 Series
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-SEC-K9	Security License for Cisco 3900 Series
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE200/K9	Cisco Services Performance Engine 200 for Cisco 3925E
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-64	64-channel high-density voice and video DSP module
<b>GLC-LH-SM=</b>	<b>GE SFP,LC connector LX/LH transceiver</b>
<b>WS-C2960S-48LPS-L</b>	<b>Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
<b>WS-C3750X-48P-S</b>	<b>Catalyst 3750X 48 Port PoE IP Base</b>
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable
S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR
C3KX-NM-1G=	Catalyst 3K-X 1G Network Module
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply

## High School

<b>AIR-AP1142N-A-K9</b>	<b>802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain</b>
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracket (Default)
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount
AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points
S114W7K9-12421JA	Cisco 1140 Series IOS WIRELESS LAN
<b>AIR-CT5508-25-K9</b>	<b>5508 Series Controller for up to 25 APs</b>
GLC-T=	1000BASE-T SFP
AIR-PWR-CORD-NA	AIR Line Cord North America
LIC-CT5508-50	50 AP Base license
LIC-CT5508-BASE	Base Software License
SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0
<b>C3925E-VSEC/K9</b>	<b>Cisco 3925E Voice Sec. Bundle, PVDM3-64, UC and SEC License</b>
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
S39EUK9-15101T	Cisco 3925-3945 SPE IOS UNIVERSAL
SL-39-DATA-K9	Data License for Cisco 3900 Series
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-SEC-K9	Security License for Cisco 3900 Series
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE200/K9	Cisco Services Performance Engine 200 for Cisco 3925E
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-64	64-channel high-density voice and video DSP module
<b>GLC-LH-SM=</b>	<b>GE SFP,LC connector LX/LH transceiver</b>
<b>WS-C2960S-24PS-L</b>	<b>Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
<b>WS-C2960S-48LPS-L</b>	<b>Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
<b>WS-C3750X-48P-S</b>	<b>Catalyst 3750X 48 Port PoE IP Base</b>
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable
S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR
C3KX-NM-1G=	Catalyst 3K-X 1G Network Module
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply

## Fairview Elementary

<b>AIR-AP1142N-A-K9</b>	<b>802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain</b>
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracket (Default)
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount
AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points
S114W7K9-12421JA	Cisco 1140 Series IOS WIRELESS LAN
<b>AIR-CT5508-12-K9</b>	<b>Cisco 5508 Series Wireless Controller for up to 12 APs</b>
GLC-T=	1000BASE-T SFP
AIR-PWR-CORD-NA	AIR Line Cord North America
LIC-CT5508-25	25 AP Base license
LIC-CT5508-BASE	Base Software License
SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0
<b>C3925E-VSEC/K9</b>	<b>Cisco 3925E Voice Sec. Bundle, PVDM3-64, UC and SEC License</b>
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
S39EUK9-15101T	Cisco 3925-3945 SPE IOS UNIVERSAL
SL-39-DATA-K9	Data License for Cisco 3900 Series
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-SEC-K9	Security License for Cisco 3900 Series
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
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MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-64	64-channel high-density voice and video DSP module
<b>GLC-LH-SM=</b>	<b>GE SFP,LC connector LX/LH transceiver</b>
<b>WS-C2960S-48LPS-L</b>	<b>Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
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<b>WS-C3750X-24P-S</b>	<b>Catalyst 3750X 24 Port PoE IP Base</b>
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable
S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR
C3KX-NM-1G=	Catalyst 3K-X 1G Network Module
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply
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## CK Price MS

<b>AIR-AP1142N-A-K9</b>	<b>802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain</b>
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracket (Default)
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount
AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points
S114W7K9-12421JA	Cisco 1140 Series IOS WIRELESS LAN
<b>AIR-BR1310G-A-K9</b>	<b>Aironet 1310 Outdoor AP/Br w/ Integrated Antenna, FCC Config</b>
AIR-PWR-CORD-NA	AIR Line Cord North America
S131W7K9-12308JEA	Cisco 1310 Series IOS WIRELESS LAN
AIR-ACCRMK1300=	Aironet 1300 Roof Mount Kit
<b>AIR-CT5508-12-K9</b>	<b>Cisco 5508 Series Wireless Controller for up to 12 APs</b>
GLC-T=	1000BASE-T SFP
AIR-PWR-CORD-NA	AIR Line Cord North America
LIC-CT5508-25	25 AP Base license
LIC-CT5508-BASE	Base Software License
SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0
<b>C3925E-VSEC/K9</b>	<b>Cisco 3925E Voice Sec. Bundle, PVDM3-64, UC and SEC License</b>
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
S39EUK9-15101T	Cisco 3925-3945 SPE IOS UNIVERSAL
SL-39-DATA-K9	Data License for Cisco 3900 Series
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-SEC-K9	Security License for Cisco 3900 Series
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE200/K9	Cisco Services Performance Engine 200 for Cisco 3925E
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-64	64-channel high-density voice and video DSP module
<b>GLC-LH-SM=</b>	<b>GE SFP,LC connector LX/LH transceiver</b>
<b>WS-C2960S-24PS-L</b>	<b>Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
<b>WS-C2960S-48LPS-L</b>	<b>Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
<b>WS-C3750X-24P-S</b>	<b>Catalyst 3750X 24 Port PoE IP Base</b>
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable
S375XVK9T-12253SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR
C3KX-NM-1G=	Catalyst 3K-X 1G Network Module
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply

## North Valley Cont. School

<b>AIR-AP1142N-A-K9</b>	<b>802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain</b>
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracket (Default)
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount
AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points
S114W7K9-12421JA	Cisco 1140 Series IOS WIRELESS LAN
<b>AIR-CT5508-12-K9</b>	<b>Cisco 5508 Series Wireless Controller for up to 12 APs</b>
GLC-T=	1000BASE-T SFP
AIR-PWR-CORD-NA	AIR Line Cord North America
LIC-CT5508-12	12 AP Base license
LIC-CT5508-BASE	Base Software License
SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0
<b>WS-C2960S-48LPS-L</b>	<b>Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base

## Special Programs

<b>AIR-AP1142N-A-K9</b>	<b>802.11a/g/n Fixed Auto AP; Int Ant; A Reg Domain</b>
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracket (Default)
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount
AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points
S114W7K9-12421JA	Cisco 1140 Series IOS WIRELESS LAN
<b>AIR-CT5508-12-K9</b>	<b>Cisco 5508 Series Wireless Controller for up to 12 APs</b>
GLC-T=	1000BASE-T SFP
AIR-PWR-CORD-NA	AIR Line Cord North America
LIC-CT5508-12	12 AP Base license
LIC-CT5508-BASE	Base Software License
SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0
<b>WS-C2960S-24PS-L</b>	<b>Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base</b>
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base

## **Part B: CABLING SPECIFICATIONS**

**BRANDS:** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility. If Bidder uses brand different than specified by District, it is up to bidder to provide evidence that it is equivalent to the named brand.

### **Transmission rate will be 1 Gbps for all cabling**

#### **Sites to visit for cabling:**

1. Mill Street School – 201 Mill Street, Orland CA
2. Fairview School – 1308 Fairview Street, Orland CA
3. C.K. Price Middle School – 1212 Marin Street, Orland CA
4. Orland High School – 101 Shasta Street, Orland CA
5. North Valley Continuation High School – 220 Roosevelt, Orland CA
6. Orland Elementary Community Day School – 924 Second Street, Orland CA
7. Orland Community Day School – 260 Roosevelt Ave, Orland CA
8. Independent Study Program – 924 Second Street, Orland CA

**New fiber runs between IDFs/MDF using single mode fiber.**

**Vendor will be responsible for including/installing wall mount enclosures at each IDF punch down location. Equivalent of model APC model AR100, unless additional rack space is needed.**

**BIDS:** Submit separate bids for each site. ALL bidding documents, beginning on page 39 of this RFP, are required for Part B.

## **SECTION 27 10 00**

### **Structured Cabling**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

###### **A. Communications Structured Cabling System**

1. Cable Infrastructure Project requires an AMP NETCONNECT Systems structured cabling system. The cabling system shall be backed by Tyco Electronics 25-Year System Warranty. The system warranty shall be facilitated by the Contractor and be established between the Customer and the cabling system Manufacturer.
2. Deploy four data circuit(s) to each user outlet as a standard configuration. Data circuit(s) shall consist of Category 6e U/UTP riser or plenum cable, 48 cat 6 unloaded patch panels, faceplates, and patch cords as a standard configuration. End-to-end data circuit beginning at the work area equipment shall include a work area patch cord, faceplate with jacks, horizontal cable, rack mount patch panel, and cross-connect patch cords connecting the equipment in the Telecommunication Room (TR).

###### **B. Contractor Requirements**

1. Furnish all labor, supervision, tooling, miscellaneous mounting hardware and consumables for each cabling system installed. Maintain current status with the warranting manufacturer, including all training requirements, for the duration of the Cable Infrastructure Project. Staff each installation crew with the appropriate number of trained personnel, in accordance with their manufacturer/warranty contract agreement, to support the 25-Year System Warranty requirements. After installation, submit all documentation to support the warranty in accordance with the manufacturer's warranty requirements, including test results, and to apply for said warranty on behalf of the customer. The system warranty will cover the components and labor associated with the repair/replacement of any failed link as a result of a defective product when a valid warranty claim is submitted within the warranty period.
2. Establish a single point of contact (POC) with the Customer who will be responsible for reporting progress and updating the Customer's technical representative with issues that the Owner must address to facilitate the cabling system installation. POC shall provide weekly written reports to the Customer's technical representative detailing progress. Information critical to the completion of the task or project shall be communicated to the Customer's technical representative as the requirement becomes known. Casual information shall be passed during the scheduled progress report.
3. Maintain the Customer's facility in a neat and orderly manner during the installation of the communications cabling system. The Customer's facilities shall be maintained in broom clean condition at the completion of work each day. At the completion of work in each area, perform a final cleaning of debris prior to moving the installation crew to the next work area.

## 1.02 REFERENCES

### A. Reference Standards

1. Design, manufacture, test, and install data distribution systems per manufacturer's requirements and in accordance with NFPA 70 (National Electric Code), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following specifications.
  - a. This Technical Specification and Associated Drawings
  - b. ANSI/TIA-568-C.0, *Generic Telecommunications Cabling for Customer Premises*, and its published addenda.
  - c. ANSI/TIA-568-C.1, *Commercial Building Telecommunications Cabling Standard*, and its published addenda.
  - d. ANSI/TIA-568-C.2, *Copper Cabling Components Standard*, and its published addenda.
  - e. ANSI/TIA-568-C.3, *Optical Fiber Cabling Components Standard*, and its published addenda.
  - f. ANSI/TIA/EIA-569-B, *Commercial Building Standard for Telecommunications Pathways and Spaces*, and its published addenda
  - g. ANSI/TIA/EIA-606-A, *Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*, and its published addenda
  - h. ANSI/J-STD-607-A, *Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications*, and its published addenda.
  - i. Building Industries Consulting Services International (BICSI) *Telecommunications Distribution Methods Manual (TDMM)*
  - j. AMP NETCONNECT Design and Installation Contractor Agreement
  - k. ANSI/TIA-942, *Telecommunications Infrastructure Standard for Data Centers*, and its published addenda.
  - l. AMP NETCONNECT *Undercarpet Cabling Planning and Installation Manual* 409-5566
  - m. AMP NETCONNECT *Undercarpet Cabling System Layout and Planning Manual*, 409-5566
2. Determine and adhere to the most recent edition of these specifications when developing responses.

## 1.03 ADMINISTRATIVE REQUIREMENTS

### A. Pre-installation Meetings, Scheduling

1. One pre-installation meeting will be scheduled with the Orland Unified School District

## 1.04 SUBMITTALS

### A. Product Data:

1. The Customer's Cable Infrastructure Project requires an AMP NETCONNECT Systems structured cabling system. The cabling system shall be backed by Tyco Electronics 25-Year System Warranty.

### B. Shop Drawings:

1. Indicate typical layout including dimensions and other data necessary for satisfactory construction that are not shown in the contract documents.
2. Submit details drawings of special accessory components not included in Tyco Electronics/AMP NETCONNECT product data.
3. Provide the central drawing set to the Owner at the conclusion of the project. The marked up drawing set will accurately depict the as-built status of the system including termination locations, cable routing, and all administration labeling for the cabling system. In addition, a narrative will be provided that

describes any areas of difficulty encountered during the installation that could potentially cause problems to the telecommunications system.

C. Manufacturer Instructions

1. Customer's technical representative will make periodic inspection of the project in progress. One inspection will be performed at the conclusion of cable pulling, prior to closing of the false ceiling, to inspect the method of cable routing and support and the firestopping of penetrations. A second inspection will be performed at completion of cable termination to validate that cables were dressed and terminated in accordance with the ANSI/TIA-568-C standards for jacket removal and pair untwist, compliance with Manufacturer's minimum bend radius, and that cable ends are dressed neatly and orderly.

## 1.05 CLOSEOUT SUBMITTALS

A. Test and Evaluation Reports

1. Provide test documentation in a three-ring binder(s) within three weeks after the completion of the project. The binder(s) shall be clearly marked on the outside front cover and spine with the words "Test Results", the project name, and the date of completion (month and year). The binder shall be divided by major heading tabs: Horizontal and Backbone. Each major heading shall be further sectioned by test type. Within the horizontal and backbone sections, scanner test results (Category 6), fiber optic attenuation test results, OTDR traces (if any), and green light test results shall be segregated by tab. Test data within each section shall be presented in the sequence listed in the administration records. The test equipment name, manufacturer, model number, and last calibration date will also be provided at the end of the document. The test document shall detail the test method used and the specific settings of the equipment during the test.
2. When repairs and re-tests are performed, the problem and corrective action taken shall be noted, and both the failed and passed test data shall be collocated in the binder.

B. Maintenance Contracts

1. Furnish an hourly rate with the proposal submittal which shall be valid for a period of one year from the date of acceptance. This rate will be used when cabling support is required to affect moves, adds, and changes (MACs) to the system. MACs performed by an authorized contractor shall not void the Manufacturer's warranty.

C. Warranty Documentation

1. Facilitate a 25-year system performance warranty between the Manufacturer and the Owner.

## 1.06 QUALITY ASSURANCE

A. Manufacturer

1. Tyco Electronics

B. Installer

1. Maintain current status with the warranting manufacturer, including all training requirements, for the duration of the Cable Infrastructure Project. Staff each installation crew with the appropriate number of trained personnel, in accordance with their manufacturer/warranty contract agreement, to support the 25-Year System Warranty requirements. After installation, submit all documentation to support the warranty in accordance with the manufacturer's warranty requirements, including test results, and to apply for said warranty on behalf of the customer. The system warranty will cover the components and labor associated with the repair/replacement of any failed link as a result of a defective product when a valid warranty claim is submitted within the warranty period.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to site in manufacturer's original, unopened, protective containers and packaging, with labels clearly identifying product name and manufacturer.
  - 1. Store materials in secure, clean, and dry area indoors in accordance with manufacturer's instructions.
  - 2. Protect materials and finish from damage and moisture during handling and installation.

## **1.08 WARRANTY**

- A. Manufacturer Warranty
  - 1. Facilitate a 25-year system performance warranty between the Manufacturer and the Owner. An extended component warranty shall be provided which warrants functionality of all cabling and connectivity components used in the system for 25 years from the date of acceptance. The performance warranty shall warrant the installed horizontal copper and both the horizontal and the backbone optical fiber portions of the cabling system. Copper and Fiber Optic drops shall be warranted to the link performance as defined in the ANSI/TIA-568-C standards.
  - 2. Upon completion of the project, the Customer's technical representative will perform a final inspection of the installed cabling system with the Contractor's project foreman. The final inspection will be performed to validate that all horizontal and backbone cables were installed as defined in the drawing package, and that the installation meets the aesthetic expectations of the Customer.
  - 3. Upon receipt of the test documentation, the Customer reserves the right to perform spot testing of a representative sample of the cabling system to validate test results provided in the test document. Customer testing will use the same method employed by the Contractor, and minor variations will be allowed to account for differences in test equipment and test variability. If significant discrepancies are found, the Contractor will be notified for resolution.
  - 4. During the three week period between final inspection and delivery of the test and as-built documentation, the Customer will activate the cabling system. The Customer will validate operation of the cabling system during this period.
  - 5. Completion of the installation, in-progress and final inspections, receipt of the test, receipt of the as-built documentation, and successful performance of the system for a two week period will constitute acceptance of the system
- B. Special Warranty
  - 1. Warrant the cabling system against defects in workmanship for a period of one year from the date of system acceptance. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the Owner.

## **PART 2 PRODUCTS**

### **2.00 MANUFACTURED COMPONENTS**

- A. Manufacturer List

1. Tyco Electronics
- B. Product Options
  1. Tyco Electronics / AMP NETCONNECT Cabling System
- C. Performance
  1. Copper shall be warranted to the link performance as defined in the ANSI/TIA-568-C standard.

## **PART 3 EXECUTION**

### **3.00 INSTALLERS**

- A. Maintain current status with the warranting manufacturer, including all training requirements, for the duration of the Cable Infrastructure Project. Staff each installation crew with the appropriate number of trained personnel in accordance with their manufacturer/warranty contract agreement to support the 25-Year System Warranty requirements.

### **3.01 INSTALLATION**

- A. Install all systems in accordance with manufacturer's printed instructions, as well as all state, municipality codes and standards.
  1. Install wall plate units plumb, level, square, and free from warp or twist while maintaining dimensional tolerance and alignment with surrounding construction [adjacent surfaces].
- B. Special Techniques
  1. Termination of RJ45 modular jacks shall be completed using a hand tool which employs a fully repeatable, self centering, non-impact mechanical termination process. This process shall simultaneously cut and terminate all 8 conductors to the modular jack.

### **3.02 FIELD QUALITY CONTROL**

- A. Copper System shall be installed as defined in the ANSI/TIA-568-C standards.
- B. Field Tests
  1. Copper Systems shall be field tested as defined in the ANSI/TIA-568-C standards.

### **3.03 CLOSEOUT ACTIVITIES**

- A. Requirements for demonstrating, instructing, and training owner on the operation of the system

**END OF SECTION**

27 11 19

## Communications Termination Blocks and Patch Panels

### PART 1 GENERAL

#### 1.01 SUMMARY

##### A. Communications Termination Blocks and Patch Panels

1. Termination block fields shall be mounted on 4' x 8' x .75" virgin fire retardant plywood, unless otherwise noted in drawings, and shall be on the opposite side of the room from the room entrance. Backbone termination fields shall be mounted to the left of the horizontal voice fields. Conduits with 4" minimum diameter shall be used in all closets. Conduits for data backbone shall be located adjacent to the racks and conduits for voice shall be located adjacent to the voice termination fields. Provide innerduct for all backbone fiber runs. Provide required ladder and wall-mount management rings to properly support and dress cables from conduits to racks and frames.
2. Patch panels and fiber enclosures shall be contained in 19" x 7' rack(s). All equipment racks shall be augmented with horizontal and vertical cable management hardware, both front and rear, to properly dress horizontal cables and patch cords.

### PART 2 PRODUCTS

#### 2.00 MANUFACTURED COMPONENTS

##### A. Manufacturer List

1. Tyco Electronics

##### B. Product Options

1. Category 6 Patch Panels Data Circuits



Patch Panel

- a. Horizontal termination for data circuits shall consist of Category 6 patch panels, which shall be 2U high and provide 48 modular jack ports wired to T568B. Patch panels shall be configured with individually replaceable jacks. Modular jacks shall be compatible with AMP NETCONNECT SL Series Modular Jack Termination Tool part number 1725150-1.
- b. Each modular jack shall be provided with a bend-limiting strain relief. The strain relief shall provide cylindrical support to limit the bend radius at the point of termination.
- c. Each modular jack shall be bagged separately from the patch panel.

- d. The front of each 4-port module shall be capable of accepting 9mm to 12mm labels. The labels shall be machined labeled. Each port shall be capable of accepting an icon to indicate its function. Patch panels shall terminate the building cabling on 110-style insulation displacement connectors. Patch panels shall meet the ANSI/TIA-568-C.2 requirements for Category 6 performance.
- e. Patch panels shall be AMP NETCONNECT product part number(s) 1375015-2 (see Table 1).

Description	Port Count	Rack Mount Units	Part Numbers
Category 6 SL Series Patch Panel	48	2U	Unloaded, jacks bagged 1375015-2

**TABLE 1  
PATCH PANEL PART NUMBERS**

- f. **Category 6 patch panels shall meet the technical details and performance characteristics listed in Tables 2 and 3.**

## Technical Information

Materials	
Connector Housing Interface (6-Pack Module) –	Polyester molding compound, black
Panel –	Steel, black powder coat
Modular Jacks –	<i>For modular jack materials, see cut sheet for 1375055-X</i>
Screws –	12-24 x 0.5in [12.7mm], black
	10-32 x 0.5in [12.7mm], carbon steel, cross recessed

### Approvals

UL Listed – File Number: E81956



**TABLE 2  
CAT 6 PATCH PANEL TECHNICAL DETAILS**

**Worst-Case Performance Characteristics** (meet or exceed ANSI/TIA-568-C.2 and ISO/IEC Category 6/Class E requirements)

Frequency MHz	Insertion Loss dB		Return Loss dB		NEXT dB		FEXT dB	
	Category 6 Standard	Max	Category 6 Standard	Min	Category 6 Standard	Min	Category 6 Standard	Min
1	0.10	0.02	30	52.4	75.0	84.8	75.0	83.7
4	0.10	0.02	30	53.7	75.0	80.3	71.1	74.8
8	0.10	0.02	30	55.3	75.0	77.4	65.0	69.4
10	0.10	0.03	30	56.1	74.0	76.4	63.1	67.5
16	0.10	0.03	30	57.6	69.9	72.0	59.0	62.9
20	0.10	0.04	30	59.3	68.0	71.9	57.1	61.7
25	0.10	0.04	30	59.4	66.0	69.1	55.1	59.8
31.25	0.11	0.05	30	56.8	64.1	67.7	53.2	58.2
62.5	0.16	0.06	28	42.3	58.1	61.5	47.2	52.6
100	0.20	0.06	24	33.2	54.0	57.7	43.1	48.7
200	0.28	0.06	18	21.2	48.0	52.5	37.1	42.2
250	0.32	0.10	16	17.4	46.0	47.9	35.1	40.1

**TABLE 3  
CAT 6 PATCH PANEL PERFORMANCE CHARACTERISTICS**

**PART 3 EXECUTION**

**3.03 INSTALLATION**

- a. Install all systems in accordance with manufacturer’s printed instructions, as well as any state municipality codes and standards.
- b. The horizontal data terminations shall be contained in wall mount enclosures. All equipment racks shall be augmented with horizontal and vertical cable management hardware, both front and rear, to properly dress horizontal cables and patch cords.
- c. Each patch panel shall be separated vertically on the rack by a 2U horizontal cable management panel.

**END OF SECTION**

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27 15 13

## Communications Copper Horizontal Cabling

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Communications Copper Horizontal Cabling

1. Horizontal cabling for data circuits shall be Category 6, 24 AWG, 4-pair U/UTP, UL/NEC CMP or CMR rated, and be independently verified for compliance.

### PART 2 PRODUCTS

#### 2.00 MANUFACTURED COMPONENTS

A. Manufacturer List

1. Tyco Electronics

B. Product Options

1. **Category 6 U/UTP Horizontal Cabling**



Cat 6 4-Pair Cable

- a. Horizontal cabling for data circuits shall be 23 AWG, 4-pair U/UTP, NEC/NFPA CMP or CMR rated and be independently verified for compliance. Cable performance shall be independently verified by ETL and meet the TIA/EIA-568-C.2 Category 6 requirements.
- b. Cable jacketing shall be gray and lead-free. Cable shall be supplied in a reel-in-box or on wooden reels. Cable shall be independently verified for flammability by UL and listed under file number E138034 and shall comply with NEC article 800 and NFPA 70; CMP (NFPA 262, UL 910) or CMR (ANSI/UL 1666, IEC 332-1).
- c. Horizontal cable shall be AMP NETCONNECT product part number 219560-3, 219567-4.

Table 1

Description	NEC/NFPA Rating	Packaging	Part Numbers			
			White	Gray	Blue	Yellow
Category 6 UTP Cable, 4-Pair	CMR	Reel-in-a-Box	219560-2	219560-4	219560-6	219560-8
		Wooden Reel	219560-1	219560-3	219560-5	219560-7
	CMP	Reel-in-a-Box	219567-2	219567-4	219567-6	219567-8
		Wooden Reel	219567-1	219567-3	219567-5	219567-7

**TABLE 1  
HORIZONTAL CABLE PART NUMBERS**

- d. Horizontal Cabling shall meet the technical details and performance characteristics listed in Tables 2.

### Technical Details

	CMR	CMP	
<b>Mutual Capacitance</b>	5.6 nF/100 m nominal	5.6 nF/100 m nominal	
<b>Characteristic Impedance</b>	100 Ω ± 15%, 1 - 600 MHz	100 Ω ± 15%, 1 - 600 MHz	
<b>Conductor DC Resistance</b>	66.58 Ω/km maximum	66.58 Ω/km maximum	
<b>Voltage</b>	300 VAC or VDC	300 VAC or VDC	
<b>Delay Skew</b>	45 ns	45 ns	
<b>Propagation Delay</b>	536 ns/100 m @ 250 MHz	536 ns/100 m @ 250 MHz	
<b>Nominal Velocity of Propagation</b>	69%	72%	
<b>Operating Temperature</b>	-20° C – 60° C (-4° F – 140° F)	-20° C – 60° C (-4° F – 140° F)	
<b>Storage Temperature</b>	-20° C – 80° C (-4° F – 176° F)	-20° C – 80° C (-4° F – 176° F)	
<b>Bend Radius</b>	(4 x cable diameter) ≈ 1"	(4 x cable diameter) ≈ 1"	
<b>Packaging:</b>	1000ft Reel-in-a-Box	26 lbs/kft	24 lbs/kft
	1000ft Wooden Reel	26 lbs/kft	24 lbs/kft
<b>Materials:</b>	Conductors –	23 AWG, Solid Copper, (Ø.0226 nominal)	23 AWG, Solid Copper, (Ø.0226 nominal)
	Insulation –	0.0097 in (Ø.042 nominal), Polyethylene	0.0087 in (Ø.040 nominal), FEP (fluoropolymer)
	Jacket –	0.025 in nominal (Ø.230 nominal), PVC	0.015 in nominal (Ø.230 nominal), FR PVC

Safety – **ETL LISTED** for safety to:  
CMR – (UL 1666, IEC 332-1)  
CMP – (NFPA 262, UL 910)



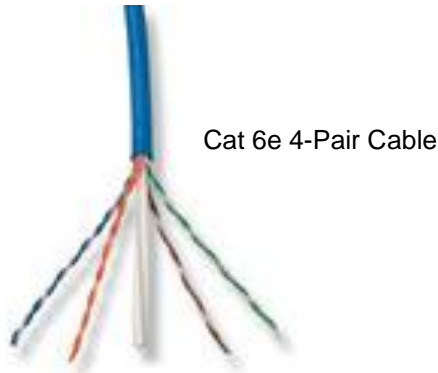
### Approvals:

Performance – **ETL Verified** to:  
ANSI/TIA-568-C



**TABLE 2  
CAT 6 U/UTP CABLE TECHNICAL DETAILS**

### 2. Category 6e U/UTP Horizontal Cabling



Cat 6e 4-Pair Cable

- a. Horizontal cabling for data circuits shall be 23 AWG, 4-pair U/UTP, NEC/NFPA CMP or CMR rated and be independently verified for compliance. Individual conductors shall be 100% virgin FEP insulated (if plenum). Cable performance shall be independently verified by ETL and meet the performance requirements listed in table 1 below in addition to all other ANSI/TIA-568-C.2 Category 6 requirements.

Frequency (MHz)	Insertion Loss	NEXT (dB)	PSNEXT (dB)	ELFEXT (dB)	PSELFEXT (dB)	RL (dB)	ACR (dB)	PSACR (dB)
	Cat6e CMP	Cat6e CMP	Cat6e CMP	Cat6e CMP	Cat6e CMP	Cat6e CMP	Cat6e CMP	Cat6e CMP
	Maximum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum
0.772	1.8	82.0	81.0	74.0	71.0	---	80.2	79.2
1	2.0	80.3	79.3	71.8	68.8	21.5	78.3	77.3
4	3.8	71.3	70.3	59.8	56.8	24.5	67.5	66.5
8	5.3	66.8	65.8	53.7	50.7	26.0	61.4	60.4
10	6.0	65.3	64.3	51.8	48.8	26.5	59.3	58.3
16	7.6	62.2	61.2	47.7	44.7	26.5	54.7	53.7
20	8.5	60.8	59.8	45.8	42.8	26.5	52.3	51.3
25	9.5	59.3	58.3	43.8	40.8	26.0	48.3	49.8
31.25	10.7	57.9	56.9	41.9	38.9	25.3	47.2	46.2
62.5	15.4	53.4	52.4	35.9	32.9	23.2	38.0	37.0
100	19.8	50.3	49.3	31.8	28.8	21.8	31.5	29.5
200	29.0	45.8	44.8	25.8	22.8	19.7	16.8	15.8
250	32.8	44.3	43.3	23.8	20.8	19.0	11.5	10.5
300	36.4	43.1	42.1	22.3	19.3	18.4	6.7	5.7
350	39.8	42.1	41.1	20.9	17.9	18.0	2.4	1.4
400	43.0	41.3	40.3	19.8	16.8	17.6	--	--
450	46.0	40.5	39.5	18.7	15.7	17.2	--	--
500	48.9	39.8	38.8	17.8	14.8	16.9	--	--
550	51.8	39.2	38.2	17.0	14.0	16.6	--	--
600	54.5	38.6	37.6	16.2	13.2	16.3	--	--

**TABLE 1  
CAT 6E U/UTP CABLE PERFORMANCE CHARACTERISTICS**

- b. Cable jacketing shall be gray and lead-free. Cable shall be supplied in a reel-in-box or on wooden reels. Cable shall be independently verified for flammability by UL and listed under file

number E138034 and shall comply with NEC article 800, NFPA 70, and CMP (NFPA 262, UL 910) or CMR (ANSI/UL 1666, IEC 332-1).

- d. Horizontal cable shall be AMP NETCONNECT product part number 1499038-3, 1499038-4, 1499033-3, 1499033-4

Table 2

Description	NEC/NFPA Rating	Packaging	Part Numbers			
			White	Gray	Blue	Yellow
Category 6e UTP Cable, 4-Pair	CMR	Reel-in-a-Box	1499038-2	1499038-4	1499038-6	1499038-8
		Wooden Reel	1499038-1	1499038-3	1499038-5	1499038-7
	CMP	Reel-in-a-Box	1499033-2	1499033-4	1499033-6	1499033-8
		Wooden Reel	1499033-1	1499033-3	1499033-5	1499033-7

**TABLE 2  
CATEGORY 6E HORIZONTAL CABLE PART NUMBERS**

## PART 3 EXECUTION

### 3.03 INSTALLATION

- A. Install all systems in accordance with manufacturer’s printed instructions, as well as any state municipality codes and standards.
- B. All copper horizontal cables shall be installed in the following manner:
  1. Cable raceways shall not be filled greater than the NEC maximum fill for the particular raceway type
  2. Cables shall be installed in continuous lengths from origin to destination (no splices) unless specifically addressed in this document
  3. The cable’s minimum bend radius of 4 times the cable diameter and maximum pulling tension of 25 lbs shall not be exceeded
  4. If a J-hook or trapeze system is used to support cable bundles all horizontal cables shall be supported at a maximum of four-foot intervals – at no point shall cable(s) rest on acoustic ceiling grids or panels
  5. Horizontal distribution cables shall be bundled in groups of not greater than 40 cables (cable bundle quantities in excess of 40 cables may cause deformation of the bottom cables within the bundle)
  6. Cable shall be installed above fire-sprinkler and systems and shall not be attached to the system or any ancillary equipment or hardware
  7. The cabling system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices
  8. Cables shall not be attached to ceiling grid or lighting support wires

9. Where light support for drop cable legs is required, install clips to support the cabling
10. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced prior to final acceptance at no cost to the Owner
11. Cables shall be identified by a self-adhesive label
12. The cable label shall be applied to the cable behind the faceplate on a section of cable that can be accessed by removing the cover plate
13. Cables shall be dressed and terminated in accordance with the recommendations in ANSI/TIA-568-C standards, manufacturer's recommendations, and/or best industry practices.
14. Pair untwist at the termination shall not exceed 0.25 inch for connecting hardware
15. Cables shall be neatly bundled and dressed to their respective panels or blocks
16. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame
17. The cable jacket shall be maintained as close as possible to the termination point
18. Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties
19. Cable labels shall not be obscured from view
20. Data Center and SAN Communication cabling should run under the access floor in the hot aisle.

**END OF SECTION**

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## Communications Faceplates and Connectors

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Communications Faceplates and Connectors

1. Modular furniture faceplates or Wall faceplates shall contain four Category 6 jacks. There shall be four Category 6 cables terminated as noted above. If required due to modular furniture design, two faceplates may be installed in each work area to accommodate a total of four modular jacks – each faceplate shall have two Category 6 jacks.
2. Conference room floors shall be cabled using undercarpet conference room kits. The kits shall contain components to provide 4-ports of Category 6 cabling and 2-duplex power receptacles.

### PART 2 PRODUCTS

#### 2.00 MANUFACTURED COMPONENTS

A. Manufacturer List

1. Tyco Electronics

B. Product Options

1. Category 6 Jacks



- a. Four Communications Faceplate ports shall contain Category 6 jacks. Jacks shall be terminated to the Horizontal Cabling and inserted into the Communications Faceplate.
- b. Modular jacks shall terminate using 110-style pc board connectors, color-coded for both T568A and T568B wiring. Each modular jack shall be wired to T568B. The 110-style insulation displacement connectors shall be capable of terminating 22-24 AWG solid or 24 AWG stranded conductors. The insulation displacement contacts shall be paired with additional space between pairs to improve crosstalk performance. Modular jacks shall utilize a secondary PC board separate from the signal path for crosstalk compensation. Modular jacks shall meet the ANSI/TIA-568-C.2 requirements for Category 6 performance.

- c. Modular jacks shall be compatible with the AMP NETCONNECT SL Series Modular Jack Termination Tool part number 1725150-1. Modular jacks shall be UL Listed under file number E81956.
- e. Modular jacks shall be AMP NETCONNECT product part number 1375055-1 (see Table-1) and be almond in color.

Description	Wiring Pattern	Color	Part Number
Category 6 SL Series Modular Jacks	T568A/T568B	Almond	1375055-1
		Black	1375055-2
		White	1375055-3
		Gray	1375055-4
		Orange	1375055-5
		Blue	1375055-6
		Red	1375055-7
		Yellow	1375055-8
		Green	1375055-9
		Violet	1-1375055-0
Electrical Ivory	1-1375055-1		

**TABLE 1  
CATEGORY 6 MODULAR JACK PART NUMBERS**

- f. Modular jacks shall meet the technical details and performance characteristics listed in Tables 2 and 3.

## Technical Details

### Materials

Modular Jack Housing –	Polyphenylene oxide, 94V-0 rated
110 Connecting Blocks –	Polycarbonate, 94V-0 rated
Contacts –	Beryllium copper, plated with 1.27µm [50µin] thick gold in localized area and 3.81µm [150µin] minimum thick matte tin in solder area over 1.27 µm [50 µin] minimum thick nickel underplate
Insulation Displacement Contacts –	Phosphorous bronze, plated with 3.81µm [150µin] minimum thick matte tin-lead over 1.27µm [50µin] minimum thick nickel underplate
Integral Dust Cover –	Polycarbonate
Shield –	Copper zinc alloy 260, pre-plated with bright nickel
Strain Relief –	Polycarbonate

### Electrical Characteristics

Modular Jack –	750 mating cycles	Voltage –	150VAC max.
110 Contacts –	200 terminations	Operating Temperature –	-40° – 70°C (-40° – 158°F)
Pull Force –	20lbs (89N)		

### Approvals

UL Listed, file number E81956, CSA



**TABLE 2  
CAT 6 MODULAR JACK TECHNICAL DETAILS**

**Worst-Case Performance Characteristics** (meet or exceed ANSI/TIA-568-C.2 and ISO/IEC Category 6/Class E requirements)

Frequency MHz	Insertion Loss (dB)		Return Loss (dB)		NEXT (dB)		FEXT (dB)	
	Category 6 Standard	Max	Category 6 Standard	Min	Category 6 Standard	Min	Category 6 Standard	Min
1	0.10	0.02	30	52.4	75.0	84.8	75.0	83.7
4	0.10	0.02	30	53.7	75.0	80.3	71.1	74.8
8	0.10	0.02	30	55.3	75.0	77.4	65.0	69.4
10	0.10	0.03	30	56.1	74.0	76.4	63.1	67.5
16	0.10	0.03	30	57.6	69.9	72.0	59.0	62.9
20	0.10	0.04	30	59.3	68.0	71.9	57.1	61.7
25	0.10	0.04	30	59.4	66.0	69.1	55.1	59.8
31.25	0.11	0.05	30	56.8	64.1	67.7	53.2	58.2
62.5	0.16	0.06	28	42.3	58.1	61.5	47.2	52.6
100	0.20	0.06	24	33.2	54.0	57.7	43.1	48.7
200	0.28	0.06	18	21.2	48.0	52.5	37.1	42.2
250	0.32	0.10	16	17.4	46.0	47.9	35.1	40.1

**TABLE 3  
CAT 6 PATCH MODULAR JACK PERFORMANCE CHARACTERISTICS**

**2. Undercarpet Conference Room Kit**

- a. Conference room floor communications and power outlets shall be provided by an undercarpet cabling system kit.
- b. The kit shall provide 4-ports of Category 6 cabling in a compact durable floor mounted outlet.
- c. The kit shall provide one circuit of power to two duplex receptacles in a compact durable floor mounted outlet.
- d. The Category 6 Undercarpet Conference Room Kit shall be AMP NETCONNECT part number 1933466-1

**3. Wall Faceplates**

- a. Work area wall outlets shall be almond standard 4 port single gang faceplates with machine labels.
- b. Data outlets shall be loaded with modular jacks. Faceplates shall contain define labeling. Labels shall be machine labels and indicate IDF and port number assigned on the patch panel.
- c. Faceplates shall be AMP NETCONNECT product part number 2111024-1.

**4. Modular Furniture Outlets**

- a. Modular furniture faceplates shall be used and determined by modular furniture brand. FLEX-MODE faceplates shall be made of polycarbonate molding compound, almond in color (if FLEX-MODE faceplates are used). SL Series Furniture Faceplates shall be made of polycarbonate molding compound, almond in color (if SL Series furniture faceplates are used).
- b. The faceplate(s) shall be mounted in the appropriate knockout(s) in the furniture channel. Modular furniture faceplates shall be AMP NETCONNECT product part number [see Table 1.]

Description	Port Count	Part Numbers				
		Almond	Black	White	Gray	Electrical Ivory
	Blank	558471-2	558471-1	-	558471-4	-
FLEX-MODE Modular Furniture Faceplate, Flush	2	558106-2	558106-1	-	558106-4	-
	3	558107-2	558107-1		558107-4	
	4	1375288-2	1375288-1	-	1375288-4	-
FLEX-MODE Modular Furniture Faceplate, Flush, for Herman Miller furniture	4	558357-2	558357-1	-	558357-4	-
FLEX-MODE Modular Furniture Faceplate, Standard, for Herman Miller furniture	4	558191-2	558191-1	-	558191-4	-
	2	569127-2	569127-1	-	569127-4	-
SL Series Furniture Outlet, Small opening	4	1375005-1	1375005-2	1375005-3	1375005-4	1-1375005-1
SL Series Furniture Outlet, Large opening	4	1375006-1	1375006-2	1375006-3	1375006-4	1-1375006-1

**TABLE 1  
MODULAR FURNITURE FACEPLATE PART NUMBERS**

## **PART 3 EXECUTION**

### **3.03 INSTALLATION**

- A. Install all systems in accordance with manufacturer's printed instructions, as well as any state municipality codes and standards.

**END OF SECTION**

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27 16 19

## Communications Patch Cords, Station Cords, and Cross-Connect Wire

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Communications Patch Cords, Station Cords, and Cross-Connect Wire
  - 1. Data cable assemblies for the horizontal cross-connect and the workstation shall be Category 6 assemblies.
    - a. Data and Voice cable assemblies shall be factory-assembled by the manufacturer of the cabling system. Each Telecommunications Room (TR) shall require 10-foot cable assemblies to cross-connect between the horizontal data patch panels and network equipment. The total quantity of cable assemblies required in each TR shall be equally divided between the three assembly lengths. Each workstation shall require one 10-foot cable assemblies for Data and Voice.

### PART 2 PRODUCTS

#### 2.00 MANUFACTURED COMPONENTS

- A. Manufacturer List
  - 1. Tyco Electronics
- B. Product Options
  - 1. Category 6 standard Patch Cords



Slim Line Assemblies

- a. Cross-Connect and Workstation data cable assemblies shall be constructed using RJ45 modular plugs. The cable assemblies shall utilize colored cable and "snagless" cable boots. Cable assemblies shall comply with ANSI/TIA-568-C.2 Category 6 performance requirements and shall be factory-assembled.

- b. Cross-Connect data cable assemblies shall be gray in color. Cross-Connect data cable assemblies shall be AMP NETCONNECT product part number(s) (see Table 1).
- c. Workstation data cable assemblies shall be gray in color. Workstation data cable assemblies shall be AMP NETCONNECT product part number(s) (see Table 1).

Description	Color	Part Number
Category 6, Slim Line Cable Assemblies	Black	1933116-X
	Gray	1933117-X
	Blue	1933118-X
	Green	1933119-X
	Red	1933120-X
	White	1933121-X
	Yellow	1933122-X
	Orange	1933123-X
	Violet	1933124-X

X DENOTES LENGTH IN FEET: -2 = 2, -3 = 3, -4 = 4, -5 = 5, -6 = 6, -7 = 7, -8 = 8, -9 = 9, 1-- 0 = 10, 1-- 2 = 12, 1-- 4 = 14, 1--5 = 15, 1--6 = 16, 2--0 = 20, 2--5 = 25, 3--0 = 30, 4--0 = 40, 5-- 0 = 50

**TABLE 1  
DATA CABLE ASSEMBLY PART NUMBERS**

## PART 3 EXECUTION

### 3.03 INSTALLATION

- A. Install all systems in accordance with manufacturer's printed instructions, as well as any state Municipality codes and standards.

**END OF SECTION**

**SUBMIT ONE FOR EACH SCOPE OF WORK  
To be included in Pricing Package**

**BID FORM**

**Do Not Include in Bid Package**

Orland Unified School District, acting by and through its Governing Board, herein called the "OUSD:"

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby bids and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the 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, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: OUSD E-Rate 2011/12 Projects

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at OUSD's Office for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the OUSD reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required bid security is hereto attached.

4. The required Non-Collusion Affidavit is hereto attached.

5. The required list(s) of bid subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

6. The required Information Required of Bidder form is hereto attached.

7. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the OUSD a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the OUSD the

Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the OUSD's Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

8. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below. \_\_\_\_\_

\_\_\_\_\_

9. The name of all persons interested in the foregoing bid as principals are as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

10. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to OUSD 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 *et seq.*) arising from the purchase of goods, materials, or services by the bidder for sale to the OUSD pursuant to the bid. Such assignment shall be made and become effective at the time the OUSD tenders final payment.

11. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is authorized to act for and bind the corporation.

12. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance, and required bonds to the OUSD within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the OUSD as liquidated damages.

13. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the registration of contractors' License No. \_\_\_\_\_, Class \_\_\_\_, that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

14. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform at least 15% of the total work under the contract, exclusive of supervisory and clerical work, and without the services of any subcontractor. The work to be performed by the bidder in satisfaction of this requirement is set forth below:

15. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and

the bidder shall indemnify, hold harmless and defend the OUSD against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

16. It is understood and agreed that if, requested by the OUSD, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

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

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

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

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

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

Other Partners: \_\_\_\_\_

\_\_\_\_\_

.....  
Corporation Name: \_\_\_\_\_

(a \_\_\_\_\_ Corporation<sup>1</sup>)

Business Address: \_\_\_\_\_

<sup>1</sup> A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

---

Signed by: \_\_\_\_\_, President, Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_, Secretary, Dated: \_\_\_\_\_

[Seal and Attest]

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBMIT WITH ALL SCOPES OF WORK**

**To be included in pricing package**

## **BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound unto the **Orland Unified School District**, hereinafter called OUSD, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said OUSD for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 2011, for the Orland Unified School District OUSD E-Rate 2011/12 E-Rate Projects

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to Principal for signature, enter into a written contract with the OUSD, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the OUSD the difference between the amount specified in said bid and the amount for which the OUSD may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the OUSD in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

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

In the event suit is brought upon this bond by the OUSD and judgment is recovered, the Surety shall pay all costs incurred by the OUSD in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2011, 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.

(Corporate Seal of Principal, if Corporation)

\_\_\_\_\_

Principal (Proper Name of Bidder)

By \_\_\_\_\_

\_\_\_\_\_

Signature of Bidder

(Corporate Seal of Surety)

\_\_\_\_\_

Surety

By \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

(Attach Attorney-in-Fact Certificate and Required Acknowledgements)

\_\_\_\_\_

Name and Address of California Agent of Surety

\_\_\_\_\_

Telephone Number of California Agent of Surety

## DESIGNATION OF SUBCONTRACTORS -

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder 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 bid. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The successful prime contractor shall provide the ORLAND UNIFIED SCHOOL DISTRICT within ten (10) days from notification of award a complete list of all subcontractors named below, including license numbers, classifications and expiration dates.

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

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

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.



# INFORMATION REQUIRED OF BIDDER

## General Information

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

(1) Firm name and address: \_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of firm: (Check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_

(4) Contractor's License: Primary class \_\_\_\_\_ Lic. No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

(5) Supplemental classifications held, if any, and license number(s) and expiration date(s):  
\_\_\_\_\_

No payment shall be made for work or material under the contract unless and until the Registrar of Contractor verifies to the OUSD that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The OUSD is required to verify license prior to awarding a bid.

(5) Have you ever been licensed under a different name or different license number? \_\_\_\_\_

If Yes, give name If YES, give name and license number.  
\_\_\_\_\_

(6) Names and titles of all officers of the firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) Number of years as a contractor in work of this type:

\_\_\_\_\_

(8) Person who inspected site of the bid work for your firm:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

(9) How many years experience in construction work has your organization had?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? \_\_\_\_\_. If the answer is "Yes", give dates, name and address of surety and details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) Have you been assessed liquidated damages for any project in the past three years? \_\_\_\_\_. If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_. If Yes, explain, and provide case name and number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(13) Have you ever failed to complete a project in the last three years? \_\_\_\_\_. If so, give owner and details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) List the names, addresses and telephone numbers of three Consultants or Engineers whose job you have worked on in the past three years.

Name	Address	Telephone
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

(15) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the OUSD or Consultant? \_\_\_\_\_. If so, please elaborate. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**List of References**

Include three (3) references for each portion of the work (cabling) that you've successfully completed within the last three (3) years. Additional sheets may be attached if necessary.

1. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

2. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

3. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, State of California.

City, County

\_\_\_\_\_

\_\_\_\_\_

Signature

Title

**SUBMIT WITH ALL SCOPES OF WORK**  
To be included in pricing package

## **CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employee except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

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

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

\_\_\_\_\_  
(Proper Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of CONTRACTOR)

(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.)

**SUBMIT WITH ALL SCOPES OF WORK**  
**To be included in pricing package**

# **NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

State of California

County of Yolo

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

\_\_\_\_\_  
Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[SEAL]

\_\_\_\_\_

{Signature of Officer}

\_\_\_\_\_

{Typed Name of Officer}

\_\_\_\_\_

{Office}



**SUBMIT WITH ALL SCOPES OF WORK**  
**To be included in pricing package**

## **LEAD BASED PAINT CERTIFICATION**

This Lead Based Paint Certification form is part of the Contract made by and between the Orland Unified School District (hereinafter referred to as the "OUSD") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") for the E-Rate Y13 IC Projects (hereinafter referred to as the "Project").

In recent years, lead-based paint and other materials have come to the forefront of the regulatory process. Regulatory agencies such as the California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), and the Consumer Product Safety Commission (CPSC) have all regulated, in some manner, lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the OUSD, and because the Contractor's work may disturb lead containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead containing materials located within certain buildings utilized by the OUSD. Lead was used extensively in paint because it rendered the paint more durable. All buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Although the regulatory process is not yet complete, there are several regulations currently in place that effect OUSD. The OUSD mandates that DHS lead-certified personnel are engaged when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors and abatement workers. The use of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new facility or in the modernization or renovation of any existing facility is prohibited.

**FURTHERMORE, SINCE IT IS ASSUMED BY THE OUSD THAT ALL PAINTED SURFACES (INTERIOR AS WELL AS EXTERIOR) WITHIN THE ORLAND UNIFIED SCHOOL DISTRICT CONTAIN SOME LEVEL OF LEAD, IT IS IMPERATIVE THAT THE CONTRACTOR, ITS WORKERS AND SUBCONTRACTORS FULLY AND ADEQUATELY COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING LEAD-BASED MATERIALS (INCLUDING TITLE 8, CALIFORNIA CODE OF REGULATIONS, SECTION 1532.1).**

If failure to comply with these laws, rules and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the OUSD, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any site within the OUSD.

The Contractor shall provide the OUSD with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The OUSD may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

Any and all Work which may result in the disturbance of lead containing building materials must be coordinated through the OUSD. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE or SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE OWNER MAY REQUIRE PROOF OF SUCH AUTHORITY.

Contractor's Name

Street Address

\_\_\_\_\_

\_\_\_\_\_

Telephone Number

License Number

\_\_\_\_\_

\_\_\_\_\_

Typed or Printed Name and Title of Signatory

\_\_\_\_\_

Signature

\_\_\_\_\_

RME of Company (If Applicable)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public in and for the State of California. My Commission

Expires: \_\_\_\_\_

**SUBMIT WITH SCOPE OF WORK C ONLY**  
**To be included in pricing package**

## **PERFORMANCE BOND**

**Do not include in Bid Package**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Orland Unified School District of Yolo County, California (hereinafter referred to as "OUSD") has awarded to \_\_\_\_\_ as Principal, hereinafter designated as "Principal", the Contract for the work described as follows:

E-Rate Y13 IC Projects

AND WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound to the OUSD, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the OUSD to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, including, but not limited to the provisions regarding Contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by OUSD, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the OUSD from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the OUSD to be, in default under the Contract, the OUSD having performed the OUSD's obligations thereunder unless excused by Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the OUSD, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by the OUSD under the Contract and any modifications thereto, less the amount previously properly paid by the OUSD to the Principal.

Surety expressly agrees that the OUSD may reject any contractor or subcontractor which may be bid by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Work if the OUSD, when declaring the Principal in default, notifies Surety of the OUSD's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OUSD named herein or the successors or assigns of the OUSD. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or is made, whichever occurs later.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named therein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 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.

(SEAL AND NOTARIAL \_\_\_\_\_)

ACKNOWLEDGMENT OF Principal (Seal)

SURETY)

BY \_\_\_\_\_

(Name and Title)

\_\_\_\_\_

\_\_\_\_\_

---

(Mailing Address of Surety)

---

Surety

BY \_\_\_\_\_

(Name and Title)

**SUBMIT WITH SCOPE OF WORK C ONLY**  
**To be included in pricing package**

## **PAYMENT BOND – Scope of Work**

### **Do not include in Bid Package**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Orland Unified School District ("OUSD"), by Board action on \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ designated as the "Principal," a contract for the work described as follows:

### ***E-Rate Y13 IC Projects***

WHEREAS, said Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we the Principal and \_\_\_\_\_, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto the \_\_\_\_\_ OUSD in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the OUSD to the Principal), 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or a subcontractor shall fail to pay any person or persons named in Civil Code section 3181 or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such

contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the OUSD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and Address of Surety)

\_\_\_\_\_

\_\_\_\_\_ (Name and Address of agent or representative

\_\_\_\_\_ in California, if different from above)

\_\_\_\_\_ (Telephone Number of Surety, or agent or representative in California)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal of \_\_\_\_\_

Principal, if Corporation) Principal (Proper Name of Corporation)

By

\_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety) \_\_\_\_\_

Surety

By \_\_\_\_\_

Attorney-in-Fact

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

# AGREEMENT

## Do Not include in Bid Package

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, in the County of Yolo, State of California, by and between the Orland Unified School District, hereinafter referred to as "OUSD" or "OWNER" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

That the OUSD and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract:

The complete contract includes all of the contract documents, including the Notice to Contractors Calling For Bids, Information for Service providers, Bid Form, Designation of Subcontractors, Information Required of Bidder, if required, Contractor Prequalification Documents if required, Contractor's Certificate Regarding Workers' Compensation, Noncollusion Affidavit, Asbestos and Other Hazardous Materials Certification, Lead Based Paint Certification, Change Order Form, Shop Drawing Transmittal Form, Performance Bond, Payment Bond, Insurance Policies, General Conditions, Special Conditions if any, Plans, Drawings, Specifications, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform that work designated in CONTRACTOR's Bid Form which constitutes at least 25% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for the work described as follows: Telecommunications Project

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the OUSD for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Consultant, Engineer, Inspector, Office of the State Consultant, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the OUSD office within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the contract documents.

3. Compensation:

OUSD shall pay to the CONTRACTOR, or cause to be paid, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_).

4. Time For Completion:

The work shall be commenced on or before the date stated in the OUSD's Notice to Proceed and shall be completed within one hundred twenty (180) calendar days from and after the date stated in the Notice to Proceed. Said Notice shall not require that work be commenced less than five (5) calendar days from the date of issuance and receipt of said notice. OUSD and CONTRACTOR stipulate and agree that the amount of time for completion as specified in this paragraph is reasonable. Upon issuance of the Notice To Proceed Contractor shall submit, within five (5) business days, a 100 percent performance bond as required, and upon submittal of said performance bond to the OUSD, OUSD shall relinquish CONTRACTOR's Bid Bond.

5. Liquidated Damages:

Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the OUSD will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85 it is agreed that CONTRACTOR shall pay to OUSD as fixed and liquidated damages, and not as a penalty, the sum of one Thousand (\$1000.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. Contractor and CONTRACTOR's surety shall be liable for the amount thereof. Time extensions may be granted by the OUSD as provided in Article 64 of the General Conditions.

6. Indemnification:

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the OUSD, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the OUSD, its officers, employees, agents or independent contractors who are directly employed by the OUSD, and except for liability resulting from the active negligence of the OUSD. (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the OUSD arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OUSD property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract, and not by the active negligence of the OUSD.

(c) The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the OUSD, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the OUSD, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. Insurance:

CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance

companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

- (a) Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$ 1,000,000.00 per occurrence and,
- (b) Subject to the same limit for each person on account of one accident, in an amount not less than \$ 1,000,000.00 per occurrence and \$ 3,000,000.00 aggregate
- (c) Property Damage Insurance in an amount not less than \$ 1,000,000.00 per occurrence and \$ 3,000,000.00 aggregate
- (d) Course of Construction insurance in an amount not less than \$1,000,000.00
- (e) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$ 1,000,000.00 per occurrence and \$ 3,000,000.00 aggregate

8. Copies of Drawings and Specifications:

The number of copies of drawings and specifications to be furnished to CONTRACTOR free of charge, as provided in the General Conditions, is two (2). Additional copies may be obtained at cost of reproduction.

9. Required Number of Executed Copies:

The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond and the Payment Bond required is three (3).

10. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, this Contract permits the substitution of securities for any monies withheld by the OUSD to ensure performance under this Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the OUSD, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the OUSD shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

11. Corporate Status:

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that \_\_\_\_\_ whose title is \_\_\_\_\_ is authorized to act for and bind the corporation.

12. Required Provisions:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

13. Entire Agreement.

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

ORLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

(CORPORATE SEAL OF CONTRACTOR, if corporation)

# GUARANTEE

Guarantee for installation of wireless network components and associated cabling at Orland Unified School District's sites. We hereby guarantee that the \_\_\_\_\_ which we have installed at \_\_\_\_\_ has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of \_\_\_\_\_ (\_\_) year(s) from the date of acceptance of the above-mentioned item by the OUSD, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the OUSD, but not later than \_\_\_\_ (\_\_) days after being notified in writing by the OUSD, the undersigned authorizes the OUSD to proceed to have said defects repaired or replaced and made good at the expense of undersigned, which will pay the costs and charges therefore upon demand.

Countersigned

\_\_\_\_\_

(Proper Name)

\_\_\_\_\_

(Proper Name)

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Signature of Subcontractor or

General Contractor

Representatives to be contacted for service:

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

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

\_\_\_\_\_

Phone No.: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Signature of General Contractor

if for Subcontractor



Complete either (a) or (b) as follows:

Check One:

- (a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).\_\_\_\_\_
  
- (b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet) \_\_\_\_\_

\_\_\_\_\_

Contractor's or Supplier's

Authorized Signature:

\_\_\_\_\_

Printed Name

## **Supplemental Conditions**

Contractor is hereby notified that the OUSD is not employing the use of an Architect for the purposes of this contract.