



TORRANCE UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL - RFP 02-11.20.18

High Speed Fiber Optic Wide Area Network

Request for Information Deadline:	October 10, 2018	8:00 A.M.
Proposal Submittal Date:	November 20, 2018	2:00 P.M.
Deliver Proposal Address:	Torrance Unified School District Purchasing Department 2334 Plaza Del Amo Torrance, CA 90501	

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Notice Calling for Requests for Proposals

District	Torrance Unified School District
Project Description	High Speed Fiber Optic Wide Area Network
Project Number	RFP # 02-11.20.18
RFP Documents Available:	https://www.tusd.org/purchasing/vendor-list
Proposals Due By	November 20, 2018; 2:00 PM
Submit Proposals To:	Torrance Unified School District Purchasing Department 2334 Plaza Del Amo, Torrance, CA 90501

NOTICE IS HEREBY GIVEN that the Torrance Unified School District, acting by and through its Board of Education, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as RFP 02-11.20.18 High Speed Fiber Optic Wide Area Network.

Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above shall be considered.

Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ONE THOUSAND DOLLARS (\$1,000.00). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

No Withdrawal of Bid Proposals. The District’s Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Bid Proposals shall not be withdrawn by any Bidder for a period of Ninety (90) calendar days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

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

Public Works. Completion of this contract may require a service provider to install equipment and cabling, which will increase the scope of this bid and cause it to become subject to public works bidding requirements. The successful bidder and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract (“Prevailing Wages”). A copy of the per diem rates of Prevailing Wages applicable to the Project is on file and available for review at <http://www.dir.ca.gov/dlsr/pwd/index.htm>

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

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than **October 10, 2018, 8:00 AM**. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Gioconda Padilla, Director, Purchasing & Communication Services, via email at: padilla.gioconda@tUSD.org.

Gioconda Padilla
Director, Purchasing & Communication Services
TORRANCE UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
FOR: The Board of Trustees

Publication:
South Bay Daily Breeze and Vendor Registry
1st Publication: September 22, 2018
2nd Publication: September 29, 2018

Terms and Conditions

A. Overview

The Torrance Unified School District (“TUSD,” “District,” or “Owner”), acting by and through its Governing Board, is seeking competitive proposals for Leased Lit Fiber services. In addition to issuing this Request For Proposals (RFP) and in conformity with the FCC Schools and Library Division (SLD), “Universal Service Fund” (also known as E-Rate funding), TUSD will post a Form 470 to seek E-Rate discounts for the services sought by this RFP. **The Form 470 #190001120 is posted on September 22, 2018**, and can be found at the following E-rate website: <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>.

The Torrance Unified School District, located in Los Angeles County, in the state of California serves a student population numbering approximately 24,000 students in grades kindergarten through twelfth grade. The District has eight middle schools, seventeen elementary schools, four high schools and three adult schools. In addition, there are administrative sites, which include the District Office, EMB, Warehouse/Facilities and Maintenance.

The primary point of contact for this RFP is Gioconda Padilla, Director of Purchasing. Proposals in response to this RFP are due by 3:00:00 PM (Pacific Time) on November 20, 2018, at the District’s Purchasing Department. The Torrance Unified School District Purchasing Department is located at 2334 Plaza Del Amo, Torrance, CA 90501. Respondents are required to submit one (1) original of the proposal and one flash drive containing all documents to the District. The submittal must be contained together within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Service Provider Name, Address, Phone number, as well as the RFP number.

Torrance Unified School District has posted this RFP both on the District’s website located at <https://www.tusd.org/purchasing/vendor-list> and on the USAC EPC portal at <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. All addendums, questions, and answers will be posted to both sites. In the event of a discrepancy, the version hosted at the district website <https://www.tusd.org/purchasing/vendor-list> is the controlling document.

B. Scope of Work

The District must have guaranteed Lit Transport Bandwidth throughput between the District hub and its schools/sites (Appendix A) and (upload and download) of 10gbps, with Service Level Agreement (SLA) guarantees. SLA minimum requirements are listed below. All respondents must be eligible to participate in the Universal Service Fund’s E-rate Support Mechanism as a service provider, and shall provide a valid Service Provider Identification Number assigned by the Universal Service Administrative Company.

Price quotes are requested for five (5) years of service. Prices should be all inclusive. All-inclusive in this case means that all non-recurring costs (NRC) required by the Vendor to commence service are separately listed, clearly indicated, and all monthly recurring costs (MRC) for the corresponding circuits should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet.

All Lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video.

The following specifications shall apply:

- Required web portal or local monitoring of all circuits
- Shared management of equipment
- Must provide response time for outages
- Must provide 99.999% guaranteed uptime
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
- Network Latency Commitment <5 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds
- Bit-Error Rate commitment <0.25% between circuit endpoints
- Mean Time-To-Repair for outages <4 hours

As part of a proposal submitted, a network diagram displaying the paths to be used to serve each endpoint must be included and three references from current customers equivalent to the size of the DISTRICT.

- No bid will be accepted from or a contract awarded to a bidder:
- Who is not licensed in accordance with the law
- Who does not hold a license qualifying them to perform work under this contract in the state of California
- Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC
- Who has not successfully performed on projects of similar character and scope to the proposed work

The District has standardized on Cisco Network equipment products for all switching, WIFI and telephony.

C. Public Works

To the extent the project *may be considered to be a public works project*, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the successful Service Provider or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and

become effective at the time the awarding body tenders final payment to the successful vendor, without further acknowledgement by the parties.

D. Contractor/Subcontractor Registration

A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code § 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. On or after such dates, the District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

Service Provider acknowledges that the license number required for the performance of Public Works is, at the time of submitting proposal, and shall be throughout the period of the contract, valid pursuant to State of California requirements.

E. Use of District Documents

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

F. Bid Security.

As security for its Bid, each bidder shall provide with its Proposal: a bid bond issued by an admitted surety insurer on the form provided by the District; or a cashier's check or a certified check drawn to the order of the Torrance Unified School District in an amount not less than ONE THOUSAND DOLLARS AND 00/100 (\$1,000). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

G. Inspection of Documents

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

H. Agreement Document:

1. The proposal must include a Services Agreement, which will be subject to the District's acceptance

after District legal review. The District reserves the right to reject or revise any submitted agreement. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

2. The District intends to use the Service Provider's supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must include all the provisions mentioned in this RFP for the Service Provider's proposal to be considered responsive.

2.1. Contract Term – Pursuant to the provision of California Education Code Section 17596, school districts may extend contracts for services up to five (5) years, subject to successful receipt by the District of a Funding Commitment Decision Letter (FCDL) from the SLD that approves the E-Rate discounts in full for the service awarded as a result of this RFP. Therefore, the minimum contract term is **July 1, 2020, through June 30, 2025.**

There will be also be a bridge contract to the winning vendor from April 1, 2020 to June 30, 2020 to cover the period of time between the end of the existing vendor contract and the start of this new contract.

2.2. Service Level Agreement (SLA) – The Service Provider shall provide the District with a Service Level Agreement (SLA) in conformance to standard industry requirements. The SLA shall, at a minimum, ensure that the following Operation and Maintenance objectives are met:

- Network Availability – 99.99%
- Packet Delivery Rate – 99.99%
- Mean Time to Repair 4 Hours, end-to-end, including local loop.

I. Proposal Content and Format

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

1. Narrative

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

- i. A brief description of the bidder, their history in the marketplace and with the E-Rate Program.
- ii. A single line drawing depicting the proposed service.
- iii. An implementation plan, including a project schedule, for the successful delivery to the proposed service offering to the Owner.
- iv. A description of the bidder's billing process, including those related to the E-Rate program.
- v. A description, if applicable, of the "Owner Supplied" equipment and/or

facilities, required by the bidder for the successful implementation of their proposed service offering, i.e. Power, Environmental Control, Facilities upgrades, and/or Equipment Mounting Space requirements.

- vi. A statement, if applicable, that clearly addresses any conflict or inability on the part of the bidder to meet the specified service and/or terms and conditions specified in this document.

1. Pricing Procedure

The bidder shall submit pricing on the provided “**Proposal Form**”. If the bidder wishes to propose “alternate” pricing and/or product options, they may do so only in addition to supplying a “Proposal Form” for the requested service. Any “alternate” pricing and/or product options must be attached with clear, detailed information, including side-by-side comparisons.

2. Item 21 Attachment

Bidder will download the Excel “Item 21 Attachment Sheet,” spreadsheet and itemize their bid prices. Pricing shown on the “Item 21 Attachment Sheet” must conform to the pricing shown on the “Proposal Form;” otherwise, the proposal will be deemed non-responsive. The downloaded Excel file must be filled out for all bandwidth services requested or the bid will be disqualified.

3. References

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

4. Service Agreement

The bidder will include three (3) signed and dated originals of a multi-year Service Agreement (contract and service level agreement) with their bid proposal.

5. Corporate Profile

This section should include an overview of the company’s history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

6. Bid Security.

As security for its Bid, each bidder shall provide with its Proposal: a bid bond issued by an

admitted surety insurer on the form provided by the District; or a cashier's check or a certified check drawn to the order of the Torrance Unified School District in an amount not less than ONE THOUSAND DOLLARS AND 00/100 (\$1,000). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

7. Mandatory Forms (Certificates and Certification Documents)

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

- Service Provider References and Responsibility Information
- Non-Collusion Statement
- E-Rate Certification – Appendix A
- Designated Subcontractor's List
- Registration with Department of Industrial Relations (DIR)
- Worker's Compensation Certification
- Prevailing Wage Certification
- Drug-Free Workplace Certification
- Tobacco Free Environment Certification
- Lead-Based Materials Certification
- Hazardous Materials Certification
- Imported Materials Certification
- Criminal Background Investigation/Fingerprint Certification
- Service Agreement (supplied by Service Provider)

J. Evaluation and Award of Contract

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

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

Selection Criteria	Weight
Eligible Price	40%
Technical Solution	20%
Timeline to Install	15%
E-rate Experience	10%
Experience with the District	10%
References	5%
Total	100%

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

K. E-Rate Requirements

This contract is contingent on E-rate funding. A full list of the terms and conditions related to E-rate are available in *Appendix A*.

L. Rejection of Proposal and Waiver of Irregularities

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

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

M. Erasures or Corrections to Entries

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

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

N. Withdrawal or Amendment of Submitted Proposal

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

O. Obtaining Information

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

P. Proposal Costs

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

Q. Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Service Provider; thereafter the proposals shall be deemed public records. In the event that a Service Provider desires to have portions of its proposal remain confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification

for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

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

R. Data

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

S. Failure to Bid

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your Proposal will be deemed non-responsive.

T. Patents

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

U. Signatures

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

V. Cancellation for Insufficient or Non-Appropriated Funds

The Service Provider hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal

Government under the E-Rate program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

W. Payment Terms

1. Service Providers are advised to thoroughly familiarize themselves with the payment provisions of the E-Rate program.
2. Cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.
3. Vendor agrees to invoice USAC within 120 days of the last date of service using the SPI method. Failure to invoice USAC within the timeframe allotted does not obligate Torrance to pay more than their applicant share.

X. Technology Clause

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

Y. Insurance Provided By Service Provider

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

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

Z. Insurance Provided by Subcontractors

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

Workers Compensation Insurance	
In accordance with limits established by law.	
Employers Liability Insurance	\$1,000,000

Commercial General Liability Insurance

Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

Automobile Liability

Bodily Injury/Property Damage Per Occurrence	\$1,000,000
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AA. General Requirements

1. All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker’s Compensation Insurance that covers every employee. The Worker’s Compensation Certificate included in this proposal must be completed and returned with the submittal.
2. All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Torrance Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Service Provider agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Service Provider agrees to require like compliance by any of their subcontractors employed on the work.

BB. Hold Harmless

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

CC. Termination For Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Service Provider. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Service Provider in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. District shall pay to the Service Provider all amounts

earned and invoiced by the Service Provider up to the termination date (subject to the District's offset rights set forth in this Agreement) including reasonable installation charges and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

DD. False Claims Act.

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

EE. Written Inquiries Deadline – Addenda

Questions or suggestions about this Invitation shall be in writing and delivered by mail, by facsimile, email, or in person no later than **October 10, 2018, by 8:00 AM**, and delivered to: Gioconda Padilla, Director, Purchasing & Communication Services, Torrance Unified School District, 2334 Plaza Del Amo., Torrance, CA 90501; fax: 818.247.8254; email: padilla.gioconda@tusd.org.

END OF SECTION

Proposal Form

Request For Proposal – RFP 02-11.20.18 High Speed Fiber Optic Wide Area Network

TO: Torrance Unified School District
2334 Plaza Del Amo
Torrance, CA 90501
Attention: Gioconda Padilla, Director, Purchasing & Communication Services

Date _____

Submitted By: _____

Bidder's Name

Bidder's Address

Telephone

Fax

Email Address

Having examined the proposal documents for the High Speed Fiber Optic Wide Area Network for the Torrance Unified School District and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide the High Speed Fiber Optic Wide Area Network Service:

Proposal Sheet

Use only the **authorized form** in Microsoft Excel format, named Appendix C, which is available at: <https://www.tusd.org/purchasing/vendor-list>

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

Initial only one of the following:

_____ **Addenda Numbers** _____; _____; _____; _____; _____; _____ **were received, acknowledged (initial if applicable) and incorporated into this Proposal.**

OR

_____ **No Addenda Issued**
(initial if applicable)

Additional Information:

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

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

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

<p>The undersigned hereby proposes and agrees to furnish and deliver the goods and services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This proposal is subject to a cash discount of _____% _____ days.</p> <p>FIRM NAME: _____</p> <p>SIGNED BY: _____ (Typed or Printed Name of Bidder's Authorized Representative)</p> <p>TITLE: _____</p> <p>ADDRESS: _____ _____</p> <p>PHONE NO.: _____ FAX NO. _____</p> <p>EMAIL ADDRESS: _____</p>

Service Provider References And Responsibility Information

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

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

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

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

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

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

Reference #1

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

Reference #2

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

Reference #3

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

Reference #4

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

Reference #5

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

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

a. Name of firm's license holder _____

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

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

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

e. Has your company performed public works projects?
 _____ Yes _____ No

If Yes, how many years' experience? _____

f. If Yes, what is your contractor's license number? _____

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

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

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

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

k. List the names, addresses and telephone numbers of the three Architects or Engineers whose jobs you have worked on in the past five years:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
-------------	----------------	------------------

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

- m. This project requires the payment to all employees of prevailing wages as determined by the California Department of Industrial Relations; and that the Service Provider is familiar with the provisions contained in California Labor Code Sections 1720-1861, and Title 8, California Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

- i. During the last five (5) years was your firm required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations by a subcontractor.) Yes No

If "yes," on separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

- ii. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any Public Works Project for which you are awarded a contract by Torrance Unified School District.

-
- n. This project requires thorough knowledge of the financial and legal requirements of E-Rate.
- i. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?
 Yes No
- ii. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or service providers?
 Yes No
- iii. Does your firm possess a valid FCC regulation number and Service Provider Identification Number (SPIN)?
 Yes No

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

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

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

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

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

Non-Collusion Statement

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

Designated Subcontractors List

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

PROJECT: FOR PUBIC WORKS PROJECT RELATED TO RFP 02-11.20.18

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
7. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
8. **The District will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**
9. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____

Percent of Work: _____ % CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____

Percent of Work: _____ % CSLB No.: _____ DIR No.: _____

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____

Percent of Work: _____ % CSLB No.: _____ DIR No.: _____

End of Document

Workers' Compensation Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

Prevailing Wage Certification

RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Drug-Free Workplace Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Tobacco-Free Environment Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Hazardous Materials Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Lead-Based Materials Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, 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 District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;

- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the 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).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure 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 District, 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 school site within the District.

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

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Imported Materials Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

- | | | | |
|-------------------|--|--|---------------------------------------|
| Certification of: | <input type="checkbox"/> Delivery Firm/Transporter | <input type="checkbox"/> Supplier | <input type="checkbox"/> Manufacturer |
| | <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Broker | <input type="checkbox"/> Retailer |
| | <input type="checkbox"/> Distributor | <input type="checkbox"/> Other _____ | |
| Type of Entity: | <input type="checkbox"/> Corporation | <input type="checkbox"/> General Partnership | |
| | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | |
| | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other _____ | |

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Criminal Background Investigation / Fingerprinting Certification

PROJECT/CONTRACT NO.: RFP 02-11.20.18 between Torrance Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice (“DOJ”) has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Bid Bond Form

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Torrance Unified School District (hereafter called "District") in the sum of **ONE THOUSAND DOLLARS AND 00/100 (\$1,000.00)** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the Request for Proposal #

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in 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 the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
 Principal's Signature

 Typed or Printed Name

 Principal's Title

(Corporate Seal)

By _____
 Surety's Signature

 Typed or Printed Name

 Title

(Attached Attorney in Fact Certificate)

 Surety's Name

 Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

Bid Guarantee Form

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Torrance Unified School District or a certified check payable to the order of the Torrance Unified School District in the amount of **ONE THOUSAND DOLLARS AND 00/100 (\$1,000.00)**.

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Date: _____

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

Appendix A: E-Rate Supplemental Terms and Conditions

Signed copy to be returned with bid response.

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

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. 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. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- i. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- j. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC’s Free Services Advisory
<http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

5) FCC/SLD AUDITABILITY

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

6) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

END OF DOCUMENT

Appendix B: Locations

The hub is located on the 3rd floor of the EMB building at 2336 Plaza Del Amo, Torrance, CA 90501.

Elementary Schools	Middle Schools	High & Adult Schools
<p>Adams Elementary School 2121 W 238th Street Torrance, CA 90501</p>	<p>Calle Mayor Middle School 4800 Calle Mayor Torrance, CA 90505</p>	<p>North High School 3620 W 182nd Street Torrance, CA 90504</p>
<p>Anza Elementary School 21400 Ellinwood Drive Torrance, CA 90503</p>	<p>Casimir Middle School 17220 Casimir Avenue Torrance, CA 90504</p>	<p>Shery High School 2600 Vine Street Torrance, CA 90501</p>
<p>Arlington Elementary School 17800 Van Ness Avenue Torrance, CA 90504</p>	<p>Hull Middle School 2080 231st Street Torrance, CA 90501</p>	<p>South High School 4801 Pacific Coast Highway Torrance, CA 90505</p>
<p>Arnold Elementary School 4100 W 227th Street Torrance, CA 90505</p>	<p>Jefferson Middle School 21717 Talisman Street Torrance, CA 90503</p>	<p>West High School 20401 Victor Torrance, CA 90503</p>
<p>Carr Elementary School 3404 W 168th St Torrance, CA 90504</p>	<p>Lynn Middle School 5038 Halison Street Torrance, CA 90503</p>	<p>Griffith Adult School 2291 W Washington Avenue Torrance, CA 90501</p>
<p>Edison Elementary School 3800 W 182nd Street Torrance, CA 90504</p>	<p>Madrona Middle School 21364 Madrona Avenue Torrance, CA 90503</p>	<p>Hamilton Adult School 2606 W 182nd Street Torrance, CA 90504</p>
<p>Fern Elementary School 1314 Fern Avenue Torrance, CA 90503</p>	<p>Magruder Middle School 4100 W 185th Street Torrance, CA 90504</p>	<p>Levy Adult School 3420 W 229th Place Torrance, CA 90505</p>
<p>Hickory Elementary School 2800 W 227th Street Torrance, CA 90505</p>	<p>Richardson Middle School 23751 Nancy Lee Lane Torrance, CA 90505</p>	
<p>Lincoln Elementary School 2418 W 166th Street Torrance, CA 90504</p>		
<p>Riviera Elementary School 365 Paseo de Arena Torrance, CA 90505</p>		
<p>Seaside Elementary School 4651 Sharynne Lane Torrance, CA 90505</p>		
<p>Torrance Elementary School 2125 Lincoln Avenue Torrance, CA 90501</p>		
<p>Towers Elementary School 5600 Towers Street Torrance, CA 90503</p>		

<p>Victor Elementary School 4820 Spencer Street Torrance, CA 90503</p> <p>Walteria Elementary School 24456 Madison Street Torrance, CA 90505</p> <p>Wood Elementary School 2250 W 235th Street Torrance, CA 90501</p> <p>Yukon Elementary School 17815 Yukon Avenue Torrance, CA 90504</p>		
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Appendix C: Pricing Sheet

See authorized pricing sheet available at: <https://www.tusd.org/purchasing/vendor-list>

END OF RFP