

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
E-RATE FUNDING YEAR (2019-2020)**

**E-RATE FOR  
DISTRICTWIDE FIBER OPTIC WIDE AREA  
NETWORK (WAN) SERVICES**

**REQUEST FOR PROPOSAL 18-19-103**



**COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
519 E. BADILLO STREET  
COVINA, CA. 91723**

**RFP DEADLINE DATES:**

<b>ISSUE DATE:</b>	<b>NOVEMBER 19, 2018</b>	
<b>MANDATORY JOB WALK:</b>	<b>NOVEMBER 27, 2018</b>	<b>10:00 AM SHARP!</b>
<b>REQUEST FOR CLARIFICATION DUE:</b>	<b>DECEMBER 11, 2018</b>	<b>2:00 PM SHARP!</b>
<b>BID SUBMITTAL AND BID OPENING:</b>	<b>JANUARY 4, 2019</b>	<b>2:00 PM SHARP!</b>

**LEGAL NOTICE**

**NOTICE TO VENDOR'S – REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the Board of Education for the **Covina-Valley Unified School District** of Los Angeles County, California (hereinafter called DISTRICT) will receive up to, but not later than **2:00 PM on January 4, 2019**, sealed proposals for the award of contract(s) for:

**DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK SERVICES (WAN)  
RFP NO. 18-19-103**

All proposals shall be made on form(s) provided in the proposal documents furnished by the DISTRICT in a sealed envelope clearly marked **RFP #18-19-103 Districtwide Fiber Optic Wide Area Network Services**. Proposals must be received in the Purchasing Department, 519 E. Badillo Street, Covina, CA 91723. Each proposal must be accompanied by any required security. Proposals must conform with, and be responsive to the contract documents.

A **Mandatory Pre-Bid Conference/Job Walk**, at which time interested vendors may acquaint themselves with the CVUSD requirements/sites in the RFP, is scheduled for **10:00 A.M., on NOVEMBER 27, 2018**; at the District Office, 519 E. Badillo St., Covina, CA 91723, meeting in the Purchasing Conference Room.

**VENDOR'S WILL BE REQUIRED TO COMPLETE THE MANDATORY PRE-BID CONFERENCE AND JOB WALK IN ITS ENTIRETY.**

Proposal Package and specifications are available online at the District's web page by visiting < [www.c-vusd.org](http://www.c-vusd.org) >. Companies interested in proposing may also request appropriate proposal documents from the Purchasing Department at [rharbert@c-vusd.org](mailto:rharbert@c-vusd.org).

The CVUSD Board of Education reserves the right to reject any and all proposals or to waive irregularities in any proposal. No proposer may withdraw their proposal for a period of ninety (90) days after the date set for the opening of proposals. Refer to the formal proposal documents and specifications for additional information, terms, and conditions.

**Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.**

The products and services provided under this RFP is contingent upon CVUSD receiving a formal E-Rate USAC/SLD letter of commitment. Even after award of contracts, CVUSD 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 as the discretion of CVUSD.

Robin Harbert  
Assistant Director Purchasing  
Covina-Valley Unified School District, Los Angeles County, State of California

Publication: San Gabriel Valley Tribune  
Advertising Dates: November 19, 2018 & November 26, 2018

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WIDE AREA NETWORK (WAN) SERVICES  
RFP NO. 18-19-103**

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**OVERVIEW**

Covina-Valley Unified School District (DISTRICT) is seeking Wide Area Network Services (WAN). The District has an on-going strategic plan which includes telecommunications services, connectivity, and support. Technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. The DISTRICT is seeking to leverage its investment in these areas to achieve maximum operating efficiencies and cost savings. The DISTRICT is requesting proposals for a high-speed state of the art fiber optic network services among its various sites as well as high-speed fiber optic connection to its Internet Service Provider. The connectivity is designed to accommodate both the present and future digital application needs. The intent is to achieve an industry standard based infrastructure which will enhance educational and administrative activities at all sites with the flexibility and support of future needed and activities.

**BASIS OF SELECTION**

The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instruction on submitting a proposal. Failure to comply with the instructions or to submit an incomplete proposal may deem a proposal non-responsive and may, at the discretion of the evaluation committee, be eliminated from further evaluation. If the evaluation committee has reasonable grounds to believe that the proposer with the highest-ranking score is unable to perform the required services to the satisfaction of the DISTRICT, the DISTRICT reserves the right to make an award to another proposer who, in the opinion of the evaluation committee, would offer the DISTRICT best value. Some indicators (but not a complete list) of probable proposer performance concerns are: past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable ongoing business relationship and the maintenance of ongoing agreements and support.

The DISTRICT will utilize the following scoring matrix to assess long-term proposal submission value. Proposers should take note of the following component parts that comprise the whole of the Districts evaluation of proposals submitted:

Eligible Price/Charges	30%
Ineligible Price/Charges	15%
District Experience	10%
Qualifications	10%
Customer Service & Network Response; including satisfaction of previous clients	10%
Long-Term Value and Integration with District Needs, Goals, and Infrastructure	15%
Proposal includes comprehensive solution(s) to outlined District needs.	10%

**SCHEDULE OF IMPORTANT DATES**

Dates of Advertisement:	November 19, 2018 & November 26, 2018
Mandatory Pre-Bid Conference and Job Walk:	Nov. 27, 2018 @ 10:00 AM Sharp!
Request for Clarifications Due:	Dec 11, 2018 @ 2:00 PM Sharp!
Bid opening:	Jan. 4, 2019 @ 2:00 PM Sharp!
Contract Award:	Feb. 19, 2019 (This date is approx.)

**NOTICE OF MANDATORY PRE-BID CONFERENCE & JOBWALK**

The Covina-Valley Unified School District has scheduled a Mandatory Pre-Bid Conference and Job-Walk to answer any questions and explain details regarding the bidding requirements, specifications, and scope of the work. This Conference and Job-Walk will give bidding contractors the opportunity to investigate and more fully acquaint themselves with the conditions relating to the job so that they may fully understand the facilities, difficulties, restrictions, and requirements.

The *mandatory pre-bid conference and job-walk* will be conducted on **Thursday, November 27, 2018, at 10:00 AM**, beginning at Covina-Valley Unified School District, 519 E. Badillo St., Covina, CA 91723, **Arrive early! Parking may not be readily available! (Contractors are to meet in the Purchasing Department)**. The job walk will consist of visits to four (4) separate District sites or location.

***Any contractor interested in proposing is required to attend this job-walk and must sign in at all locations!***

**REQUEST FOR INFORMATION AND/OR CLARIFICATION**

All requests for clarification must be made in writing and emailed to Robin Harbert, Assistant Director of Purchasing at [rharbert@c-vusd.org](mailto:rharbert@c-vusd.org). All requests for clarification are due no later than 2:00 PM on December 11, 2018. Responses to all requests for clarification will be made by addendum and emailed no later than 5:00 pm on December 17, 2018, to all proposers who attended our mandatory pre-bid conference and job walk. Any addendum will also be posted on our webpage at [www.c-vusd.org/Page/104](http://www.c-vusd.org/Page/104).

There will be no response to questions received after the deadline. The Purchasing Department will not be responsible for RFI's sent to the wrong department, nor will it be the responsibility of the receiving department to forward your request to the Purchasing Department.

### **SUBMISSION INSTRUCTIONS**

Provide three (3) original copies of your proposal. All proposals must be received in a sealed envelope clearly marked **RFP #18-19-103 Districtwide Fiber Optic Wide Area Network Services** at the Covina-Valley USD, Purchasing Office, 519 E. Badillo St., Covina, CA 91723, no later than 2:00 PM on Friday, January 4, 2019.

#### **Late submissions of any proposals will not be accepted!**

The DISTRICT reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal or to waive any irregularities or informalities in the proposals or in the proposing. No proposer may withdraw his proposal for a period of ninety (90) calendar days after the date set for the receipt of proposals.

### **REFERENCES**

Provide at least five (5) references of similar size and scope, preferably school districts, with the following information:

- Name of Site, address and phone number
- Contact Name, Phone Number and Email Address
- Brief description of project, including cost and demonstrate how the project met or exceeded all aspects of the Objectives of this RFP.
- The ERATE SITE Billed Entity Number (“BEN”) that was approved by SLD

**GENERAL TERMS AND CONDITIONS**

The following general terms and condition shall govern the submission of proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a proposal, acknowledge and accept these general terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercially available systems is coincidental and not intended to imply preference or bias toward that system.

Proposals, which do not comply with instructions, may be eliminated from further consideration. All proposals must contain all forms furnished in this request and be in printed form. Failure to provide and execute all enclosed forms as required may result in disqualification.

**1.Preparation of the Proposal Form:**

The COVINA-VALLEY UNIFIED SCHOOL DISTRICT (“District”) invites proposals on the attached forms to be submitted at such time and place as is stated in the Notice to Vendor’s. Proposal shall be submitted on the prescribed proposal forms, completed in full. All proposal items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern.

All proposals shall be submitted in the format stated and in a sealed package bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that his proposal is received in proper time. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any proposal received after the scheduled closing time, for receipt of proposals or after any extension due to material changes, shall be returned to the Vendor unopened.

District reserves the right to accept or reject any or all proposals and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items or the full quantity of each item listed in the bid document.

**2. Bid Security:**

Each bid must be accompanied by one of the following forms of bidder’s security: (1) a cashier’s check made payable to the District; (2) a certified check made payable to the District; or (3) a bidder’s bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the proposal documents. Such bidder’s security must be in an amount not less than ten thousand dollars (\$10,000) as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bond and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within ten (10) calendar days after notification of the award of the contract to bidder, said security will be forfeited.

**3. Contractor’s License:**

To perform the work required by this notice, the Vendor/Contractor must possess the appropriate California Contractor’s License required based on the type of work included in their bid, and the Vendor/Contractor must maintain the license throughout the duration of the contract. If, at time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of

the Business and Professions Code for the State of California such proposal will not be considered, and the Vendor will forfeit its bid security to the District.

#### **4. DIR Registration of Contractor and Subcontractors:**

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

#### **5. Form and Delivery of Proposal:**

The proposal shall be made on the proposal form provided, and the complete proposal, together with any and all additional materials as required by the proposal documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the attention of ROBIN HARBERT, ASSISTANT DIRECTOR PURCHASING, at 519 E. BADILLO STREET, COVINA, CA 91723, and must be received on or before the time set forth in the Notice to Vendor's. The envelope shall be plainly marked with the Vendor mailing address and the Proposal title and RFP No. **It is the Vendor's sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals.**

#### **6. Signature(s):**

Proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder.



**7. Modifications:**

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

**8. Erasures, Inconsistent or Illegible Proposals:**

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the proposal. In the case of an error in an extension the unit price upon which the extension is based shall take precedence. In the event of inconsistency between words and figures in the proposal price, the words shall govern. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive.

**9. Examination of Contract Documents:**

Bidders shall thoroughly examine and be familiar with the requirements and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addenda, or the document, and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the proposal.

By submitting a proposal, the prospective Vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment and services to achieve the District's objective.

**10. Withdrawal of Proposals:**

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to so act on behalf of the Vendor. 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 scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (**90**) calendar days after the date set for the receipt of proposals.

**11. Agreements and Performance & Payment Bonds:**

The Agreement form which the successful bidder, as Vendor, will be required to execute, and the form of the bonds and insurance endorsements which such Vendor will be required to furnish, are included in the contract documents and should be carefully examined by the bidder.

The awarded Vendor will be required to furnish a Performance and Payment Bond in the amount of one-hundred percent (100%) of the amount of the contract and in the form included in the proposal documents, all prior to execution of the Contract. Performance and Payment bonds are required for the

protection of the District against failure of a successful Vendor to complete a contract. In the event that the successful Vendor fails to perform or abandons the contract, the District shall have the contract completed as expeditiously as necessary and possible and shall bring action against the bond for additional expenses incurred and administrative time expended.

Proposed Agreement, which the successful proposer will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the proposer. If exceptions are required clearly state those exceptions in any Requests for Clarification.

#### **12. Penalties for Non-Performance:**

Judgment of non-performance in regard to the system performance shall rest solely with District management. Failure to provide maintenance services in accordance with the requirements specified shall constitute an essential breach of contract and be subject to all applicable remedies of law.

#### **13. Interpretation of RFP Documents, Exhibits and Attachments:**

If any prospective Vendor is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the specifications, a written request for interpretation or correction thereof may be submitted to the District.

**Note:** All questions concerning this proposal must be submitted in writing and sent via email to the attention of **ROBIN HARBERT, ASSISTANT DIRECTOR OF PURCHASING AT rharbert@c-vusd.org.**

The Vendor submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made solely at District's discretion and only by written addendum duly issued by the District and a copy of such addendum will be posted on the district website, e-mailed, hand-delivered, U.S. Postal Mailed, overnighted, or faxed to each Vendor known to have received a set of the Request for Proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation be binding on the District. Vendor shall become familiar with the specifications. ***SUBMITTAL OF A PROPOSAL WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE VENDOR HAS DETERMINED THAT THE SPECIFICATIONS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT VENDOR IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS; AND THAT THE SPECIFICATIONS FALL WITH AN ACCEPTABLE STANDARD FOR SPECIFICATIONS.***

#### **14. Basis of Selection:**

No commitment will be made to select a Vendor's system solely on the basis of price. Selection will be made on a combination of factors, including: price; District experience; qualifications; competence and reputation of the vendor; customer service and network response including satisfaction of previous clients; long-term value and integration with District needs, goals, and infrastructure; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded; the vendor with the highest points total will be awarded the RFP.

**15. Exception/Deviations:**

Any exceptions to the requirements and terms in this RFP, including the language in the proposed Agreement, must be included in the proposal submitted by the prospective Vendor. Such exceptions must be segregated as a separate element of the proposal response and noted in the Cover Letter of the response. Significant exceptions may remove the prospective Vendor from further consideration.

**16. Data:**

The district provides information herein to assist Vendors 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 Vendor to rely solely on the accuracy of the information in submitting their proposal.

**17. Award of Contract:**

The COVINA-VALLEY UNIFIED SCHOOL DISTRICT will be the sole judge of the quality, methodology, and suitability of the service offered by the Vendor in the proposal. Pursuant to State of California Public Contract Code Section 20118.2, the award of the contract, if made by the District, will be by action of the governing board and be made to the Vendor whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the District with price and all other factors considered. Low bid does not constitute an award.

The District reserves the right to reject any or all proposals without identifying the cause of such rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that an agreement will be awarded to any prospective Vendor responding to this Request for Proposal. The District also reserves the right to award its total requirements to one Vendor, or to apportion those requirements among several vendors, as the District may deem to be in its best interests. The District reserves the right to negotiate with other than the selected Vendor should negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

**18. Vendor References and Information:**

The District expressly reserves the right to reject the proposal of any Vendor 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 Vendor poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner. In performing the above-described 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 Vendor has previously performed work, reference checks and examination of all public records.

**19. Workers Compensation:**

In accordance with the provisions of §3700 of the Labor Code, Vendor shall secure the payment of Compensation to his employees. Vendor shall sign and file with the District the following certificate prior

to performing the work under this contract: "I am aware of the provisions of §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 the code, and I will comply with such provisions before commencing the performance of the work of the contract." The form of such certificate is included as part of the proposal documents.

**20. Non-Collusion Declaration:**

Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

**21. Anti-Discrimination:**

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, or marital status. The Vendor 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 Vendor agrees to require like compliance by any subcontractors employed on the work by such Vendor.

**22. Hold Harmless:**

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arises from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this proposal.

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

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

**23. Vendor's Proposal Costs:**

The Vendor shall solely bear any costs incurred: to prepare and submit a proposal in response to this RFP; to negotiate with the District regarding any matter related to this proposal; by the Vendor prior to the date of award. Vendor shall not include any such costs as part of the price as proposed in response to this RFP.

**24. SPIN:**

Vendors are responsible for providing a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administrative Company), as well as a valid and current FCC Registration Number (FCC-FRN). The SPIN and FCC-FRN must be established at the time of the proposal submittal. Vendors who do not currently have "green light" status will not be considered. The loss of "green light" status with the FCC shall render any contracts entered into with the Vendor to be, at the discretion of the District, immediately null and void. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

**25. E-Rate Compliance:**

The COVINA-VALLEY UNIFIED SCHOOL DISTRICT expects Vendors to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Vendor is, and agrees to remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the project at its sole discretion.

Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division ("SLD") of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at [www.sl.universalservice.org](http://www.sl.universalservice.org).

In all communications, including (but not limited to) invoices, any responses to this RFP, reports, and proposals, 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.

Within one (1) week of award, the awarded Vendor must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment of subsequent service substitutions.

In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Vendor is expected to reply within 3 days to questions associated with its proposal.

The awarded Vendor is required to send copies of all forms and invoices to the District prior to invoices USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with USAC: <http://www.usac.org/sl/applicants/step06/invoice-check.aspx>

Service 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>

The annual E-Rate Funding Year begins on July 1<sup>st</sup> and September 30th of each year (for non-recurring services). Regardless of contract “signing date”, goods and services requested in this RFP shall be delivered no earlier than the start of the 2019 Funding Year (July 1, 2019).

To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

Products and services must be delivered before billing can commence. At no time may the Vendor invoice before July 1, 2019.

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 and contract and USAC approved extensions).

Vendors agree to conform to all E-Rate guidelines for the billing of discounts to the SLD. A current SPAC (Service Provider Annual Certification) form must be on file with USAC for the funding year 2019-2020 and for the subsequent years throughout the term of the contract. If the awarded Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD SPIN number, then at the discretion of the District, the contract may be terminated. Billing method will be in SPI form (Service Provider Invoice): The Vendor will only invoice COVINA-VALLEY UNIFIED SCHOOL DISTRICT for the non-discounted portion of the costs after the E-rate discount is applied.

The Vendor will then invoice the SLD for the E-rate discounted portion. The Vendor must also provide the name, title and telephone number for a single point of contact of E-Rate questions.

The E-Rate program requires that all records be retained for at least TEN (10) years. The Vendor hereby agrees to retain all books, records, and other documents relative to this contract for TEN (10) years after final payment, or until audited by SLD and/or the District, whichever is sooner. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Vendor 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.

## **26. E-Rate Funding:**

The District is participating in the Federal Universal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this project in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

This RFP is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of contracts, the COVINA-VALLEY UNIFIED SCHOOL 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 as the discretion of COVINA-VALLEY UNIFIED SCHOOL DISTRICT. Vendors wishing to bid are doing so solely at their own risk. COVINA-VALLEY UNIFIED SCHOOL DISTRICT is not liable or responsible for any costs, loss, fees, or expenses, of any kind,

associated with this proposal and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each bidder/Vendor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the COVINA-VALLEY UNIFIED SCHOOL DISTRICT cancel the project.

**27. Invoice the Universal Services:**

Invoicing the E-Rate Administrator, USAC, is required to collect payment of Non-discounted share of Contract cost. It is required that the contractor specifies whether the customer bills will be the total cost of the service or only the Non-Discounted share of the contract cost. Contractor may provide applicants with discounted bills and submit the SPI to request payment from USAC for the amount of USF support to be paid. Contractors agree to sign the BEAR form when the applicant has paid the entire cost of services to the service provider. In all cases, USAC pays support to the contractor after invoicing process is completed and the Service Provider Annual Certification Form (Form 473).

**28. E-Rate In-eligible Costs:**

Bidders must include complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation and sales tax. Any E-rate ineligible costs must be submitted on a separate bill of materials.

**29. Right to Source Program:**

If Vendor, whether directly or through a successor or affiliate, shall cease to be in the hardware/software business, or cease to support the submitted application, or if Vendor should be declared bankrupt or insolvent by a court of competent jurisdiction, COVINA-VALLEY UNIFIED SCHOOL DISTRICT shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source program of the object programs supplied under this agreement, and single copy of the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to the District shall be subject to each and every restriction on use set forth in the request for proposal. **VENDORS' MUST STIPULATE THEIR POLICY REGARDING SOURCE CODE.**

**30. System Availability:**

The proposals submitted must describe a system where all elements are currently available and will not include "futures" or "drawing board" elements. "Futures" or "Drawing Board" elements, if included, must be explicitly labeled as such and may serve only for information purposes and not be used to satisfy a requirement stipulated in the RFP.

**31. Vendor Inquiries:**

All questions and/or clarifications regarding the submission and/or technical specifications regarding this proposal must be submitted in writing and sent via e-mail to ROBIN HARBERT at [rharbert@c-vusd.org](mailto:rharbert@c-vusd.org). All request for information or request for clarifications, must be submitted by the date and time specified in the Response Timeline. All responses will be sent to each Vendor known to have attended the pre-bid

conference/jobwalk, through an addendum. Questions submitted after the deadline will not receive a response.

**32. Communications:**

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

**33. Proposal Confidentiality:**

All proposals received shall remain confidential, to the extent permitted by law until negotiations between the District and Vendor are complete; thereafter, the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor 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 of 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. The District will consider a Vendor'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 Vendor 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 Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order. It is understood that the District is subject to the California Public Records Act (Gov. Code Section 6550, et seq.). If a public records request is made to view Vendor's proprietary and confidential information, the District shall notify Vendor of the request and the date that such records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining that disclosure, the District will release requested information on the date specified. All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the Vendor's expense.

**34. Notification:**

Vendors whose proposals are rejected will be notified in writing at the address given in the proposal.

**35. Taxes:**

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

**36. Subcontracting Procedure:**

No performance of the contract or any portion thereof shall be assigned or subcontracted by the Vendor without the expressed written consent of the District. Any attempt by the Vendor to assign or subcontract any performance of the terms of this contract without the expressed written consent of the District will



constitute a breach of this contract. Whenever the Vendor is authorized by the District to subcontract or assign, he will include all the terms of this contract to each such subcontract or assignment.

Every subcontractor shall be bound by the terms of the contract as far as it is applicable to the performance of the work. Nothing herein shall create any contract between any subcontractor and the District, or any obligation of the part of the District to pay, or see to the payment of any sums to any subcontractor by the Vendor.

**37. News Releases:**

News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of the District’s Superintendent.

**38. Disposition of Proposal:**

All materials submitted in response to this request for proposal will become the property of the District and will be returned only at the District’s option and at the Vendor’s expense. The master copy shall be retained for official files and will become a public record as subject to the Public Records Act. However, confidential financial information submitted in support of the requirement to show Vendor’s responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

**39. Insurance:**

Vendor 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) Vendor’s Liability Insurance**

- i) Worker’s Compensation
  
- ii) General Liability
  - (1) Injury or accidental death  
\$1,000,000.00 Each Occurrence      \$2,000,000.00      Aggregate
  - (2) Bodily Injury  
\$1,000,000.00 Each Occurrence      \$2,000,000.00      Aggregate
  - (3) Property Damage  
\$1,000,000.00 Each Occurrence      \$2,000,000.00      Aggregate
  
- iii) Automobile Liability (Any Auto)
  - (1) Combined Single Limit  
\$1,000,000.00      Each Occurrence

Such liability insurance policies shall name the District as an additional insured and shall agree to defend and indemnify the District against loss arising from operations performed under the contract.

**40. System Performance:**

Not restricted by any other item, condition, disclaimer, warranty or guarantee, the Vendor represents and warrants that the system will perform the functions described in its product specifications and its proposal and the system will operate in the proposed configuration and the cost set forth.

**41. Software Integrated Performance:**

Within the definition of the system described by the Vendor's proposal and resulting agreement, the vendor acknowledges that the nature of this procurement requires that each component function in accordance with its specification and be integrated and operate successfully with all other components of the system.

**42. Cancellation for Insufficient or Non-Appropriated Funds:**

The Vendor 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.

**43. Assignment of Contract:**

The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

**44. Binding Effect:**

This agreement shall inure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

**45. Severability:**

If any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable and other provision hereof.

**46. Amendments:**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**47. Prevailing Law:**

In the event of any conflict or ambiguity between these instructions and State and Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements.

**48. Governing Law and Venue:**

The final contract between Vendor and the District shall be assembled and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of the final contract. Venue shall only be with the appropriate state or federal court located in Los Angeles County, California.

**49. Acceptance Testing:**

Acceptance testing will begin when components are installed, configured and “tuned up,” and the Vendor informs the District that the equipment is functioning according to specifications and agreed upon service levels.

**50. Clarifications and Corrections:**

The right is reserved, as the interests of the District may require, to revise or amend the RFP 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 Proposal. If the revisions and amendments are of a nature which require material changes, 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 Vendors 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. Any clarifications or corrections to the RFP Documents will not be considered valid unless it is provided in writing by the District to all Vendors as a numbered Addendum.

**51. Local Account Team:**

Local account team support must be available and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor’s team and shall have the right to request removal of personnel it considers unsuitable.

**52. Coordination:**

Local account team support must be available, and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor’s team and shall have the right to request removal of personnel it considers unsuitable.

**53. Notice of Labor Dispute:**

Local account team support must be available, and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor’s team and shall have the right to request removal of personnel it considers unsuitable.

**54. Guarantee:**

The District requires that the Optic Fiber Wide Area Network and components provided by the Vendor shall be guaranteed for a minimum of one (1) year after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee

period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction to the District without expense to the District.

#### **55. Warranty:**

**All warranties must be clear, concise and in writing.** Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual access points, supplies and any ancillary product that is purchased from the awarded Vendor. In addition, the awarded Vendor will warrant and guarantee the seamless integration of wireless access points proposed herein.

Vendor(s) must warrant that the specifications, capabilities and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent your agreement to these conditions.

#### **56. Vendor Protest:**

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are compiled with:

- a. The protest is in writing;
- b. The protest is filed and received by the District's Assistant Director of Purchasing not more than three (3) calendar days following the date of the District selection of the apparent lowest responsible bidder;
- c. The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Assistant Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

#### **57. Vendor Certification Regarding Background Checks:**

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the District.

#### **58. Conduct Rules for Vendors:**

Each Vendor/subcontractors, when performing work/services on COVINA-VALLEY UNIFIED SCHOOL DISTRICT properties shall adhere to the rules of conduct.

**59. Wage Rates, Travel and Subsistence:**

- a. Pursuant to Labor Code Sections 1770 et. Seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Director of the Department of Industrial Relations website at ([www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd)). **The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post and a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.**
- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. **It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.**
- e. Job Site Posting (SBX 2-9). On each job site that is subject to compliance monitoring by the Department of Industrial Relations, the Awarding Body shall post or require the prime contractor to post a Notice containing Compliance and Monitoring information.

**60. Electrician (C-10 License) – Senate Bill 1362:**

Pursuant to the requirements of SB 1362 and CA Labor Code Section 3099.2, all employees performing electrical work for a general contractor or subcontractor holding a C-10 license must be certified. If employees working on a project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the general contractor/subcontractor to corrective action up to and including being removed from the project.

**61. General:**

All prices shall be quoted F.O.B. destinations, to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered.

**62. Alternative Offerings:**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to bid opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

**63. Freight Terms:**

All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents.

**64. Shipments:**

All line items shall be delivered to the District Warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

**65. Marking of Packages:**

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.

**66. Communications:**

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications

of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

**67. Contract Completion:**

**Proposers must be able to complete contract documents by March 4, 2019.**

## E-RATE ELIGIBILITY REQUIREMENTS

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, and 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 children receiving free and reduced-price meals.

The District applies for E-Rate discounts on behalf of its schools. Proposers are required to be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate program throughout the contractual period of any contract entered into with the district as a result of this request for proposal.

Portions of the project herein may be contingent upon the approval of E-rate funding. The successful proposer agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company (“USAC”), and/or the Schools and Libraries Division (“SLD”) via the Form 474 Service Provider Invoice (SPI). In addition, the District will file a Form 472 for a portion of this project.

Even after award of contracts, 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. Proposers wishing to bid 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 proposal and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each proposer agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should The District cancel the project or portions of the project.

- District expects proposers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- Proposers are responsible for providing a valid SPIN (Service Provider Identification Number) at the time the proposal is submitted. More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
- Proposers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- Proposers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential proposer 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](http://www.fcc.gov/debt_collection/welcome.html)



- The awarded proposer will be required to send copies of all forms and invoices to the District prior to invoicing the SLD for pre-approval.
- Within five (5) days of award, the awarded vendor will provide the District with a schedule of services suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from Covina-Valley Unified School District. Subsequent schedules of services and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- In the event of questions during the E-Rate audit process, the awarded proposer is expected to reply within three (3) days to questions associated with its proposal.
- NO work/billing can take place prior to July 1, 2019.
- Additional terms and conditions is delineated in the specifications referenced in the Form 470(s) and Request for Proposal Documents.
- As of the release of this Form 470 and/or RFP or Bid, the FCC's suspension of USAC's 3-year amortization requirement for large non-recurring capital costs (over \$500,000.00) has expired. This means that absent FCC action, the service provider must amortize special construction, non-recurring costs that exceed \$500,000 over three years. Covina-Valley Unified School District is hopeful the Commission will act to extend or otherwise address the amortization requirement into FY 2019/2020. Covina-Valley Unified School District reserves the right to require the winning respondent to conform with any requirements set forth by the Commission. Covina-Valley Unified School District also reserves the right to not award a contract that includes large non-recurring costs (that exceed \$500,000) if those costs would be borne by the district in excess of their available general fund budget resources.

**E-RATE SUPPLEMENTAL TERMS AND CONDITIONS****Signed copy to be returned with proposal 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 proposal 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 must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](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. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. 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 three (3) days to questions associated with its proposal.
- j. 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>
- k. 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 proposal 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) STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be

delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

## **EARLY FUNDING CONDITIONS**

### **Category 1**

There are four conditions that must be met for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educations Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

### **Category 2**

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Futher Notice Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

## **5) 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 and certification 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.

#### **6) 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.

#### **7) 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:** \_\_\_\_\_

**This form must be completed and submitted with your proposal package.**

**STATEMENT OF WORK**

The Telecommunications Act of 1996 established a fund by which schools and libraries across the Country could access discounts on eligible telecommunication products and services. The program is known as the E-Rate Program. The eligibility is for discounts on internet access. Telecommunications products and services and internal connections products, service 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 Corporation which was established by the Act. The amount of discount is based on the number of children receiving free and reduced-price meals. This project is entirely contingent upon available funding from the Federal E-Rate program (Schools and Libraries Division) and the California Teleconnect Fund (TCF). The Covina-Valley Unified School District may or may not undertake the project at its sole discretion.

Vendors should be familiar with and compliant with all applicable Federal E-rate policies. Proposals from vendors that are not E-Rate eligible will not be considered for this proposal process. Vendors must provide a response that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of the FCC Green Light Status. The successful Service provider also must abide by the requirements for vendors under the E-Rate program as set forth by the E-Rate program administrators. These requirements include but are not limited to: filing all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes and the provision of any information participating eligible entities must submit as part of their filing requirements. The Service provider must identify and separate any cost that are associated with non E-Rate eligible entities and services as identified in the scope of work herein.

The WAN high-speed telecommunication services must also be eligible for and receive the application discounts funded through CTF which is administered by the California Public Utilities Commission (CPUC). In accordance to CPUC resolution T-16763 all E-Rate Program discounts must be posted via the Service Provider Invoice Form 474. The District will not file a Billed Entity Applicant Reimbursement Form 472 for applicable E-Rate discounts. The District will require that the awarded service provider ensure that all eligible components of service are filed with the CPUC and are eligible for the CTF discount.

Covina-Valley Unified School District has applied for E-Rate discounts since the program's inception. Service providers are required to be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate program throughout the contractual period of any contract entered into with the District.

Proposers are required to submit the following to substantiate E-Rate Service Provider compliance:

1. Proposers Service Provider Identification Number (SPIN)
2. Service Provider Annual Certification (SPAC)
3. Verification that the proposer is an eligible telecommunications provider
4. Proof the proposer is not in FCC Red-Light Status
5. Requires FCC Registration Number and documentation from FCC

**Other Qualifications**

Please provide written responses to the following requirements and for specific responses related to service or equipment pricing and special construction, proposers must utilize the attached Exhibit forms. Proposers, as they deem appropriate, may attach other written descriptions and details that will provide to Covina-Valley Unified School District a comprehensive representation of their company, its capabilities, and service/equipment offerings as described in the Scope or Statement of Work sections below.

**Project Goals and Scope/Summary of Work “SOW”**

**General Project Overview and Goals:** The Covina-Valley Unified School District (“C-VUSD” or “Covina-Valley Unified” or “District”) is seeking bid proposals from qualified vendors to provide a district-wide and high-speed managed lit or dark fiber Wide Area Network solution(s). Covina-Valley Unified currently utilizes fiber-optic based services with connections running at 1 Gbps (circuit) and multiple 10 Gbps at its locations. In the event a dark fiber network solution is viable, the District is also seeking proposals for equipment that can be interconnected to a dark fiber network that creates the bandwidth sought and described herein. A list of District sites is attached to this RFP. The District’s demand for bandwidth have and are expected to continue to grow substantially. The District is looking to manage its longer-term needs by selecting the transport media best suited to meet these ongoing demands. The District is looking for the most flexible and cost-effective network solution that will meet today’s educational and administrative needs while being flexible to adapt to the accelerating bandwidth demands. The District will review proposals from qualified managed service, dark fiber, and equipment vendors that can assist the C-VUSD in providing the underlying telecommunications network infrastructure to meet our bandwidth expectations.

Covina-Valley Unified is seeking solutions for either managed lit or leased dark fiber optic network services from providers to connect specific C-VUSD locations within the District that are interconnected to primary data nodes. A respondent may submit proposals for one or both types of services requested in this RFP. Qualified vendors able to provide equipment that creates scalable bandwidth using industry accepted standards are also sought by the District. For managed lit services, the C-VUSD is seeking capacity between the locations described herein and as seen in the attached Exhibit 1 “School List” that starts at 10 Gbps, 40 Gbps or 100 Gbps. Dark fiber solutions proposed should include single-mode fiber strands that are carrier-grade and compatible with equipment using industry accepted protocols for bandwidth creation at the thresholds described in this RFP. The C-VUSD is seeking capacity between the locations described herein and as seen in the attached Exhibit 1 “School List” of no less than 10 Gbps of bandwidth that is scalable to 100 Gbps. The District desires a protected network and prefers and active/passive ring design that maximizes system availability but is willing to accept alternative designs as determined by qualified vendors responding to this RFP. For clarity, “active/passive” refers to a primary ringed protected network whereby “active” capacity flows in one direction and “passive” capacity is immediately available to maintain network availability (stay in service) if an outage event such as a fiber cut occurs on the ring.



As part of this RFP process, Covina-Valley Unified has included a separate section from that of providing either managed lit service(s) or leased dark fiber, for a need of equipment related to operating a potential dark fiber-based network. Central to the goals of the C-VUSD is the ability to manage its long-term costs for bandwidth, including needed network equipment costs, operations management, and other related costs, for an assessment period that includes, minimally, five years from an award of this RFP. Through the RFP mechanism, the C-VUSD seeks to compare and contrast cost and bandwidth benefits of lit fiber to that of dark fiber solutions over longer periods of time. Respondents are encouraged to consider their short and long-term price points offered to the District in response to this RFP, including an ability for contract term lengths to be renewed beyond an initial term period. Covina-Valley Unified School District intends to analyze submitted costs on a direct comparison basis between respondents. As a result, proposers are encouraged to provide pricing for as many options as listed on the attached Pricing Worksheet along with any explanations that will help the District evaluate the price points offered.

**All parts of this RFP will be posted to the C-VUSD web site at: [www.c-vusd.org](http://www.c-vusd.org)**

The following Exhibits for proposers are attached to the RFP and include:

- **EXHIBIT 1** - School List
- **EXHIBIT 2** - Pricing Worksheet (for Managed Lit or Dark Fiber Services), and
- **EXHIBIT 3** - Required Information for Special Construction, and
- **EXHIBIT 4** - Pricing Worksheet for Equipment, and
- **EXHIBIT 5** – Drawings

Respondents to this RFP must include sufficient evidence to document the firm's capability to perform and meet the goals of the project defined herein.

### **General Scope of Project**

The C-VUSD requests that potential vendors please provide the installation and monthly (ongoing) cost of the fiber-based WAN responding to the points below. Additional explanations and specific Scope of Work required by proposers are detailed in the "Minimum and Specific Network Needs" sections below.

1. **WAN:** WAN solutions for high-speed managed bandwidth at 10 Gbps, 40 Gbps, or 100 Gbps. Comparable solutions using dark fiber that allow for high-speed network solutions (i.e., 10 Gbps, 40 Gbps, or 100 Gbps) are desired so that the District may choose the most cost-effective solution to its needs. If a dark fiber network is proposed, a vendor may bid on the equipment only requirements as well. All connectivity will require either full duplex fiber optic Ethernet capable connectivity from the network to all sites. All high-speed (10 Gbps, 40 Gbps, and capable of scaling to 100 Gbps) solutions and dark fiber solutions require fiber patch panels capable of accepting jumper cables using LC connectors. The site information is located in **Exhibit 1**.
2. Proposals must include the attached pricing worksheet **Exhibit 2** "Pricing Worksheet" for managed lit or dark fiber and **Exhibit 4** for equipment costs. Please include the installation (one-time) cost and monthly

(ongoing) cost for all sites. Providers requiring Special Construction must provide a completed **Exhibit 3** "Required Information for Special Construction" as part of their submission.

3. The Main Distribution Frame ("MDF") or Minimum Point of Entry will be the demarcation points at each site and data center at Covina-Valley USD District Office (and other hubs) and shall be described in detail by Covina-Valley USD technical staff. **Exhibit 5** ("Drawings") is provided. All cost proposals must include pricing to install services to the MDF at the Demarcation point. All sites shall terminate fiber panels capable of a handoff using LC connectors.
4. Any network outage resolution shall be coordinated with Covina-Valley USD's technical staff and documentation detailing the cause of a provider outage will be required.
5. An uptime guarantee of 99.5% or better shall be provided on a 24/7 basis average over a 30-day period.
6. Circuits shall be capable of carrying multiple IP data services such as computer networks, voice over IP, digital video, etc.
7. All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to Covina-Valley USD.
8. All vendor equipment installed shall be under repair maintenance at no cost to the District for life of contract.
9. Services cannot commence before July 1, 2020.
10. The vendor shall provide five references consisting of similar work and scope.

**Specific RFP Network Goals and Requirements:**

C-VUSD intends to procure a high-speed managed lit or dark fiber, Wide Area Network (WAN), to service the District facilities listed in this RFP. The underlying physical network used to provide the solutions should include carrier-grade, single-mode fiber. For security purposes, the District prefers a dedicated, non-shared system that interconnects to all locations described herein. The District prefers a network that includes protected or diverse routing to the sites listed in **Exhibit 1** ("School List"). To the extent the proposer is unable to provide a diverse route solution of either lit/managed bandwidth or dark fiber, it will accept submissions for unprotected solutions. Ongoing economic value, system reliability, and bandwidth scalability are important components of a network-wide solution desired by the C-VUSD. The District will assess submittals based on these components and other objective criteria which are itemized and described in the scoring matrix attached herein.

The District has reviewed the geographic distribution of schools and determined a potential cost-efficient method of dealing with escalating demand for bandwidth. The method entails creating a core ring that includes hub locations and the ability to distribute capacity from the hubs out to school locations that may otherwise become a challenge to interconnect in a cost-effective manner. In so doing, the District

will also limit its exposure to outage events that could impact a significant number of District locations. C-VUSD has determined the following locations are desired Hub locations with enough space and power where a core ring could be created such that all WAN connections throughout the District could be interconnected. The following four (4) WAN locations are critical data-centric nodes that are desired to be interconnected in a physically diverse manner. Providers should endeavor to interconnect as many of these sites into the WAN using a core ring model if economically able to do so.

- **Primary Node 1:** 519 E. Badillo Street, Covina (District Office)
- **Primary Node 2:** 1016 W. Cypress St., Covina (Northview High School)
- **Primary Node 3:** 463 S. Hollenbeck Ave., Covina (Covina High School)
- **Primary Node 4:** 645 S. Barranca Ave., West Covina (South Hills High School)

All other school nodes must interconnect back to these nodes in some way. Regardless of whether a solution is a managed lit or leased dark fiber system, the District prefers a ringed network between these locations and yet will evaluate point-to-point solutions if economically justified. If all other network solutions components are equal, the District will assess and value solutions that include, minimally, diversity of network between the primary node locations listed higher than to those that don't. Likewise, solutions that maximize the number of District nodes listed that are integrated onto a ring protected system will be assessed and valued higher than solutions that do not include as much diversity of network with all other RFP submission components received being of equal value.

The attached **Exhibit 2** ("Pricing Worksheet") allows proposers to submit pricing for solutions based on bandwidth speed, network configuration (protected or unprotected), and by term length. The District will evaluate submissions based on the comprehensive nature of solutions offered, including to the extent a proposer provides network protection through network route diversity. Likewise, the District encourages respondents to provide solutions that include monthly recurring costs as compared to the need for material capital outlays required of C-VUSD to effectuate the solution.

MDF locations are shown in **Exhibit 5** "drawings". To the extent respondents intend to include new network build components that require special construction they must complete and submit the required information as found in **Exhibit 3** "Required Information for Special Construction"<sup>1</sup>.

The operational goals of this system are to allow the District to distribute applications, services, and Internet access to the locations listed in Exhibit 1. The data link (Layer 2) and IP routing (Layer 3)

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<sup>1</sup>"The FCC's Proposed Eligible Services List for the E-Rate program (<https://docs.fcc.gov/public/attachments/DA-18-789A1.pdf>) defines eligible special construction as "eligible components of special construction are construction of network facilities, design and engineering, and project management." Upon the issuance of the approved Eligible Services List by the FCC, in the instance the definition of eligible special construction differs from the Proposed Eligible Services List, the district has the right to modify the specifications outlined in this RFP to adhere to the eligibility guidelines. Any bidders that quote separate special construction costs must complete Exhibit 3 Required Information for Special Construction."

architecture will be deployed by the vendor in coordination with the District. Dedicated secure system solutions that are “closed” to external entities are preferred to those where bandwidth is shared. Potential providers of managed lit fiber should describe their methods of deployment and include a written statement regarding whether the capacity is shared or not.

For respondents offering “lit” or “managed” services, Covina-Valley Unified requires an understanding of various functional elements of the network provided. Respondents should provide a written detailed description, including any contractual documents, of elements pertaining to their solution, that include, but are not limited to the following items:

- How will the system will be monitored by the carrier (i.e., 24/7, user portal access, etc.)?
- What is the carrier’s service level agreement (“SLA”)?
- How does the provider manage trouble-tickets and restoration completion issues?
- What are the provider’s outage credit, escalation, and dispute resolution policies?

For respondents offering dark fiber, the District needs to be able to evaluate how the network will be maintained and kept operational as compared and contrasted to a managed service solution. Dark fiber providers would need to include outage response procedures, contractual SLA terms, typical response and restoration intervals, etc. as part of their submission. Dark fiber solution respondents should provide and attach to their response a written description detailing answers to the same general questions as described immediately above for lit service providers. Respondents offering dark fiber to the District should also include any of their contractual documentation detailing to or required of the District attached to their submission.

For both lit service and dark providers, the respondent should include a statement describing “planned” or “unplanned” maintenance or restoration in a school environment. The C-VUSD will prefers that planned service activities take place when school is not in session. To the extent providers need to gain access to District property during school hours advanced written notice to and approval by the District will be required.

Respondents should include any additional information the District should consider regarding these issues (regardless of whether a lit or dark solution is provided) that it deems important or that differentiates it from other providers.

For equipment vendors, a typical equipment bill of materials (“BOM”) needed to meet the needs of the District should be provided. The District currently uses a Cisco platform for its routers, switches and other network components. By example and for reference purposes only, the District employs the use of the Cisco Catalyst 4500-X Series 10 Gbps Ethernet Aggregation Switch in its core network at locations District

nodes throughout the District<sup>2</sup>. The C-VUSD would require that any new equipment that would be installed upon an award must have specifications that are compatible with the existing platform and meet (or exceed) industry acceptable standards for similar routers, switches, and other network components. The District has provided and **Exhibit 4** "Pricing Worksheet for Equipment" attached to this RFP which should be used by equipment proposers in their response. Coupled with the equipment detail to be provided, qualified vendors should include a statement of how the provider would integrate its equipment with the lit services or dark fiber network provided. An equipment vendor should also describe how it would coordinate with a lit or dark fiber provider selected to provide other network solutions separate from those of the equipment. Equipment vendors should provide the standard warranty terms and any information detailing extended warranties that are available on equipment to be provided.

Respondents, particularly those offering a dark fiber or equipment-only solutions, should provide a written description(s) explaining issues related to integration activities required of their respective components to effectively turn up a network. In other words, the District seeks an understanding of how a dark fiber provider would coordinate with a hardware vendor (and vice versa) to confirm network availability and integrity that is required for the optical equipment to be installed and operate as specified.

The school district environment is a dynamic one as it relates to bandwidth and application adjustments. The District will be interested in seeing to what extent providers may be able to include dedicated connections to alternative IP supply nodes or important content application sources in the region such as what exists in other regional supply nodes. If nodes such as a CENIC POP, carrier/neutral data-center(s), the LA County Office of Education, or other nodes deemed of value by the proposer can be integrated into a solution of the primary needs described in this RFP, then the District will be interested in receiving price quotations for lit or dark fiber service to those locations.

Respondents should use the attached Pricing Worksheet in describing their managed lit or dark fiber services required to connect to any of these locations. The District recognizes the types of connections described in this paragraph are not part of the E-Rate or California CTF discount or subsidy program. Therefore, responses to or lack of responses of cost options to alternative sites described in this paragraph and not listed in Exhibit 1 "School List" will not add or detract from the scoring value of the primary response to the RFP.

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<sup>2</sup> The C-VUSD has at least one (1) Cisco WS-C4500X-16SFP+ at each site listed in Exhibit 1 that have interconnected "edge" switches connected to it (i.e., Cisco WS-C2960X-48LPD-L). Any interconnecting managed lit service or dark fiber should be able to interconnect with this type of equipment or any comparable OEM equipment.

**Minimum and Specific Network Needs Required of the District:****For Lit Service (Managed) Solutions:**

1. Wide Area Network Needs: To satisfy current bandwidth needs and meet the growing data demands of the District a system WAN that provides, minimally, 10 Gbps or 40Gbps of bandwidth that is scalable to 100 Gbps full duplex system is desired. To the extent the provider can provide a cost-effective solution, the District prefers the network include all fiber optic connectivity provided for in an active/passive ring topology as described above. If possible, the WAN should be route protected in a manner, minimally, where the system provided includes physically diverse paths interconnecting the hub site locations listed above (which are also identified on Exhibit 2). Those nodes should have a capability of high-speed connectivity of no less than 10 Gbps or 40Gbps of bandwidth that is scalable to 100 Gbps. For all other locations (as identified in Exhibit 1), interconnecting to the primary nodes on the WAN, the respondent should provide for bandwidth capability of no less than 10 Gbps or 40Gbps of bandwidth that is scalable to 100 Gbps. In short, the following bandwidth and capabilities should be detailed by a respondent:

- Managed Lit Fiber: 10 Gbps for all sites “Unprotected”
- Managed Lit Fiber: 40 Gbps for all sites “Unprotected”
- Managed Lit Fiber: 100 Gbps for all sites “Unprotected”
- Managed Lit Fiber: 10 Gbps for all sites “Protected”
- Managed Lit Fiber: 40 Gbps for all sites “Protected”
- Managed Lit Fiber: 100 Gbps for all sites “Protected”

**Note to Proposers:** To the extent a provider utilizes “partial protection” utilizing fiber rings to provide diversity to some sites, but not all, it should provide a clear written description to the District as to what nodes are protected and which are not. Proposers should, where able, provide pricing for additional capacity needs between nodes upon which they propose. In other words, where a respondent provides a price for a 10 Gbps circuit, if an additional 10 Gbps circuit were needed on the segment the District would like to see a cost proposal of the increased capacity of the second 10 Gbps connection. Proposers should ensure that any managed lit service can integrate with the Districts internal core network which utilizes 10 Gbps Ethernet Aggregation Switches<sup>3</sup>.

2. Network Termination and Demarcation Points: The termination point at each site will be at the District’s MDF (“Main Distribution Frame”) which may or may not be at the Minimum Point of Entry (“MPOE”). The District will provide space for fiber termination panels and other equipment specifically needed by the provider. The District, at its sole discretion, will provide either wall or rack mount space for the necessary

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<sup>3</sup>The C-VUSD has at least one (1) Cisco WS-C4500X-16SFP+ at each site listed in Exhibit 1 that have interconnected “edge” switches connected to it (i.e., Cisco WS-C2960X-48LPD-L). Any interconnecting managed lit service or dark fiber should be able to interconnect with this type of equipment or any comparable OEM equipment.

termination and interconnection equipment proposed. All proposals must include pricing to install any necessary equipment to the MDF. For clarity, the designated point of demarcation is the MDF. The District has existing infrastructure on campus that will allow for connectivity to each respective MDF location. Providers may access that infrastructure as part of their solution. The attached Exhibit 5 "Drawings" shows the current path at each location where District infrastructure exists that will be made available to proposer/awardee to terminate at the designated MDF location. The lit service fiber provider needs to include in its proposal the cost to provide and install necessary fiber termination equipment within the District provided space at the MDF that includes a vendor provided fiber patch panel utilizing LC connectors.

3. Desired Network Configuration: The network topology described should include all or as many of the four (4) primary nodes listed above and as identified in Exhibit 2 (Pricing Worksheet). These nodes are the primary aggregation points of all services to be utilized as contemplated by this RFP. The service provider may deliver services between these nodes in any fashion they determine so long as the minimum required bandwidth thresholds are maintained, and load balanced across the network with failover capability to another primary node(s). All C-VUSD nodes must interconnect with at least one of these locations in some way. The District prefers a core ring protected network between these locations and yet will accept proposals with point-to-point solutions. C-VUSD is open to other configurations from providers should they wish to offer alternative designs. If alternative topological solutions are offered, the provider should provide a written summary to the District that describes the merits of the design proposed inclusive of anticipated cost savings and network availability benefits over the life of the proposed solution.
4. One Time and Recurring Costs. Each proposal must include the installation (one time) costs and monthly recurring (ongoing) costs for all connections and sites. The District has provided a Pricing Worksheet for proposers to use (as shown in Exhibit 2) to assist the respondents in organizing their cost proposals. The District asks proposers to provide clarity as to whether any price point offered on any term length can be renewed for an additional term of equal length to that of an initial term. If so, any variance to the initial price of a renewal term exists, respondents should provide a detailed explanation as to what those price point variances are. All price points offered, and any explanations or conditions attached to the price points must be included on the Pricing Worksheet.
5. System Availability Specifications and Maintenance Issues. Minimum system availability should meet or exceed 99.95% as calculated on a 24-hour basis over a continuous 7-day period. A provider should include a description of or representative documentation for events where planned system outages may occur. For clarity, respondents should be aware that planned maintenance work must be done during non-work hours. Any exceptions to this requirement will require notice to and prior written approval by the District. Providers should acknowledge this requirement in their response to the RFP. A provider should identify its credit procedure and formulaic calculations for determining a credit amount that may apply for outages that exceed the specified system availability as defined here.

6. All lit circuits should be capable of carrying multiple data services such as computer network LAN transport, voice over IP, security or other digital video, and other data applications.
7. All equipment necessary to provide this connectivity shall be provided with no option to transfer ownership to the District.
8. Services provided should account for growth or adjustments including, but not limited to, increases or decreases in service and/or additions of locations, as determined necessary by the District as well as the option for removal of sites due to closures or reorganization requirements as deemed necessary by the District.
9. All vendor installed equipment shall include any repair and maintenance requirements to be done at no cost to the District during the duration of a contract.
10. Services will begin upon receipt of the Funding Commitment Decision Letter from the Universal Service Administrative Company, Schools and Libraries (E-Rate) Division on or after July 1, 2019.
11. The C-VUSD reserves the option to terminate the service, without penalty and full expectation of refund of any and all proceeds paid before the date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.
12. Even after award of contract(s), 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 District.
13. As part of its submittal to Covina-Valley Unified, respondents must provide their anticipated delivery interval of all services upon which it is proposing in the appropriate column on the Pricing Worksheet. Upon an award, the District would anticipate providing a "Notice to Proceed" after that the proposer will need to confirm the anticipated delivery interval (in months) to complete the entire project. An awardee should anticipate providing the District progress reports on a regular basis once an award is made. The District would like to have a written assessment accompanying a proposer's response to this RFP of any issues that it considers could create delays in completing the project along with a description of other issues that could impact the delivery of a fully working system. The District reserves the right to reject, in its sole discretion, any proposal that exposes the District to funding shortfalls due to delivery delays not under its ability to control.

**For Dark Fiber Solutions:**

1. The Wide Area Network (WAN): To satisfy current bandwidth needs and meet the growing data needs of the District a system that provides, minimally, a dark fiber system capable of handling, minimally, 10 Gbps, 40 Gbps or 100 Gbps in a full duplex manner. To the extent the provider can provide a cost-effective solution, the District prefers the network include all fiber optic connectivity provided for in an active/passive ring topology. If possible, the dark fiber system should be "route protected" in a manner, minimally, where the system includes physically diverse paths interconnecting the four (4) primary data



(“hub”) nodes listed above. The dark fiber strands provided between those nodes must be able to support high-speed connectivity of no less than 10 Gbps and scalable to 100 Gbps on a single fiber pair (2-strands) basis. The District seeks two pairs (4-strands of dark fiber). For all other remaining locations interconnecting to the primary nodes on the WAN with dark fiber, the respondent should ensure its system is compatible with or it should directly provide the equipment needed for the creation of bandwidth needed (that is no less than 10 Gbps and is scalable to 100 Gbps. In short, dark fiber providers should provide pricing details for:

- Dark Fiber: Capable of all sites connected in an “Unprotected” manner, or
- Dark Fiber: Capable of all sites connected in a “Protected” manner.

**Note to Proposers:** To the extent a provider utilizes “partial protection” utilizing fiber rings to provide diversity to some sites, but not all, it should provide a clear description to the District as to what nodes are protected and which are not. Proposers should ensure that any dark fiber solution can integrate with the Districts internal core network which utilizes 10 Gbps Ethernet Aggregation Switches<sup>4</sup>.

2. Basic Fiber Specifications. If a dark fiber provider does not include the optical equipment and other gear needed to create and meet the bandwidth thresholds defined herein as part of its proposed solution, it should include a statement describing the limits of its solution offered. The District will consider the proposal only in so far as a specific solution by an equipment vendor is submitted and is compatible with the District stated needs and a dark fiber system proposed. It is assumed that a proposal submission for dark fiber will include carrier grade, single-mode fiber. Proposers must provide fiber specifications or a data sheet for the District to review as part of their proposal. Included in any description provided should be the manufacturers published specifications inclusive of, but not limited to, thresholds attached to attenuation, dispersion, dB loss conditions, etc. for typical optical equipment operating at 1310 nm or 1550 nm.

3. Termination Points and Demarcation. The termination point at each site will be at the District’s MDF which may or may not be at the MPOE. For clarity, the designated point of demarcation is the MDF. The District has existing infrastructure on campus that will allow for connectivity to each respective MDF location. Providers may access that infrastructure as part of their solution. The attached Exhibit 5 “Drawings” show the current path at each location where District infrastructure exists that will be made available to proposer/awardee to terminate at the designated MDF location. The District will provide space for fiber termination panels and other equipment specifically needed by the provider. The District, at its sole discretion, will provide either wall or rack mount space for the necessary termination and interconnection equipment proposed. All proposals must include pricing to install any necessary

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4 The C-VUSD has at least one (1) Cisco WS-C4500X-16SFP+ at each site listed in Exhibit 1 that have interconnected “edge” switches connected to it (i.e., Cisco WS-C2960X-48LPD-L). Any interconnecting managed lit service or dark fiber should be able to interconnect with this type of equipment or any comparable OEM equipment.

equipment in the MDF. The dark fiber provider needs to include in its proposal the cost to provide and install necessary fiber termination equipment within the District provided space that includes a vendor provided fiber patch panel capable of utilizing LC connectors.

4. Fiber Counts. The District anticipates needing, minimally, four (4) strands of fiber along each segment proposed by a dark fiber provider. The District is open to solutions that include, at least two (2) strands or more than four (4) strands. The District will score vendors, in part, by the number of fiber strands provided as part of its proposed solution. Proposers should, where able, provide pricing for additional capacity between nodes upon which they bid. By example, where a respondent provides a price for 4-strands of fiber, if an additional pair (or multiple pairs of fiber) were desired by the District along a segment, the District would like to see the cost of the additional pair of fiber strands. If a provider has any limitations on the number of strands it can provide the District on any particular segment, it should provide a statement describing their limitation(s).
5. Network Topology. The network topology preference is and includes the primary nodes listed above (and as highlighted in Exhibit 2) interconnected in a diverse manner. These four (4) nodes are the primary aggregation points of all services to be utilized as contemplated by this RFP and should be interconnected in a diverse manner if a provider can do so in an economic manner. The District prefers a diverse network topology to the extent respondents can cost effectively provide such a solution. If a provider is not able to design a cost-effective ring protected system where network availability is maximized (i.e., in the event of an outage), the District would expect a proposer to include a detailed narrative explaining the outage exposure and impact to the District.

The service provider may deliver its dark fiber service between these four (4) nodes in any fashion they determine so long as the minimum required bandwidth thresholds can be achieved, and load balanced across the network nodes with failover capability to the other primary node(s) once equipment is installed. As mentioned, all other District locations listed in this RFP must be able to interconnect back to any of the primary nodes in some way. The District prefers a ring protected network between these locations and yet will evaluate point-to-point solutions. C-VUSD is pursuing network designs that include cost-effectiveness and system protection. The C-VUSD will assess all designs proposed based on, amongst other things, cost, availability/survivability, scalability, and the capability for future adaptation. If alternative topological solutions to that of ringed based systems are offered by a vendor, the provider offering it should provide a written description attached to their response that details the merits of the design proposed as compared to a ringed-based network.

6. Graphic Requirement. Proposers should provide a graphic depiction (i.e., such as a map, logical schematic, or preferably both types of depictions) of its proposed network design. **The District would expect respondents to include fiber segment distances to accompany any graphic depiction.** To the extent proposers choose to include diverse entries into the District's primary data nodes listed above, they are encouraged to do so. The provider should do so in a manner that isolates the cost

of the diverse lateral entry (from that of a single lateral entry) for the District to assess the economic impact of the diverse lateral provided. For other District locations listed in Exhibit 1, a single lateral entry is sufficient. Diverse entries into the primary data node locations (District Office and the high school nodes) are not mandatory yet are desired subject to costs.

7. Each proposal must include the installation (one time) costs and monthly recurring (ongoing) costs for all connections and sites. The District has provided a Pricing Worksheet for proposers to use (as shown in Exhibit 2) to assist the respondents in organizing their costs. The District asks proposers to provide clarity as to whether any price point offered on any term length can be renewed for an additional term of equal length to that of an initial term. If so, any variance to the initial price of a renewal term exists, respondents should provide a detailed explanation as to those price points. All price points offered, and any explanations or conditions attached to the price points must be included on the Pricing Worksheet. Any special construction costs require the proposer to complete the attached Exhibit 3 "Required Information for Special Construction".
8. Minimum system availability should meet or exceed 99.95% as calculated on a 24-hour basis over a continuous 7-day period. All dark fiber providers should include a detailed summary of their policies and procedures associated with outage detection and mitigation, inclusive of contractual response and restoration intervals. A provider should include a description of or representative documentation for events where planned system outages may occur. A provider should identify its credit procedure and formulaic calculations for determining a credit amount that may apply for outages that exceed the specified system availability as defined herein.
9. All dark fiber segments provided should allow for and be compatible with optical equipment vendors (i.e., Cisco, Ciena, Brocade, Juniper, etc.) that will be used for data service interconnectivity and distribution needs. Those data services include, but are not limited to, computer network LAN transport, voice over IP, security or other digital video, and other data applications.
10. All equipment necessary to provide this connectivity shall be provided with no option to transfer ownership to the District.
11. Services provided should account for growth or adjustments including, but not limited to, increases or decreases in service and/or additions of locations, as determined necessary by the District as well as the option for removal of sites due to closures or reorganization requirements as deemed necessary by the District.
12. All vendor installed equipment shall include any repair and maintenance requirements to be done at no cost to the District during the duration of a contract.
13. Services will begin upon receipt of the Funding Commitment Decision Letter from the Universal Service Administrative Company, Schools and Libraries (E-Rate) Division on or after July 1, 2020.

14. The District reserves the option to terminate the service, without penalty and full expectation of refund of any and all proceeds paid before the date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.
15. Even after award of contract(s), 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 District.
16. As part of its submittal to the District, respondents must provide a written description for the delivery interval of all services upon which it is proposing. Upon an award, the District would anticipate providing a "Notice to Proceed" after that the proposer should describe the project completion interval (in months) to complete the entire project. Included in the description should be statements describing the respondent's progress reporting process once an award is made, issues that could create delays in completing the project, and other issues that could impact the deliverable of a fully working system. The District reserves the right to reject, in its sole discretion, any proposal that exposes the District to funding shortfalls due to delivery delays not under its ability to control.

**For Equipment Only Solutions:**

1. The District currently utilizes a Cisco platform that integrates with varying levels of bandwidth provided to each District node. All vendors proposing equipment only solutions to the District should understand the design requirements (point to point or ringed connectivity between all District nodes listed herein) that include bandwidth thresholds scaling from 10 Gbps, 40 Gbps or 100 Gbps. Also, vendors should propose solutions that are fully compatible with lit service provider solutions or with systems deployed by dark fiber providers. In either case, the solutions anticipated will be fiber optic based utilizing single-mode fiber strands. For equipment solutions that include equivalent but different gear to that of the existing District platform, the respondent must provide a general description of any training required, troubleshooting and maintenance methodologies, and any material operating procedures that will be important of the District to assess.
2. The network topology described includes interconnecting all or as many primary nodes listed above and in Exhibit 1 (designated as data hubs) as the provider can do so in an economic manner. These nodes are the primary aggregation points of all services to be utilized as contemplated by this RFP. Proposed vendors must provide a statement as to whether they will be providing the equipment solutions as part of their response that adhere to the same requirements described for lit service providers that are detailed in the "**For Lit Service (Managed) Solutions**" section above.
3. Equipment solutions should anticipate future bandwidth growth. Equipment utilized to interconnect the primary data centers listed above should be able to integrate with lit or dark fiber provider solutions. If for dark fiber, the equipment should be able to aggregate, manage, and transport data services in and between all locations as listed in Exhibit 1. Traffic management capabilities should include the ability to commence with and scale to varying bandwidth levels. The vendor must adhere to the bandwidth

thresholds described herein. Vendors must provide solutions that anticipate significant bandwidth demand growth over the period of the contract. Additionally, the vendor must provide any management software or systems required to monitor, manage, redirect, adjust, or otherwise change the direction and volume of available bandwidth contemplated in this RFP. The equipment proposed should allow for failover protection of bandwidth created in the event of a segment outage.

4. The equipment provided must integrate into the primary need of the District for a lit service or dark fiber solution. If a dark fiber solution is selected, the equipment vendor should anticipate interfacing with, minimally, four strands of fiber on a per node basis. All equipment must adhere to industry-accepted standards for optical equipment, routers, switches, and other network LAN/WAN transport components.
5. Equipment vendors must be willing to coordinate with a lit or dark fiber provider that may be awarded a component of this RFP. Equipment vendors need to have the experience to understand how lit service and dark fiber networks are deployed and managed so that their proposals include equipment that, once installed, create a carrier-grade network solution. Those solutions must meet or exceed the requirements for bandwidth speeds, system management and monitoring, data throughput availability (99.95% uptime) and other items defined above for lit service providers.
6. All vendor installed equipment shall include any repair and maintenance requirements to be done at no cost to the District during the duration of a contract. Respondents should provide a description for the anticipated life of the equipment to be installed.
7. Equipment will not be accepted until after receipt of the Funding Commitment Decision Letter from the Universal Service Administrative Company, Schools and Libraries (E-Rate) Division on or after July 1, 2019.
8. The District reserves the option to terminate the agreement, without penalty and with an expectation to receive a refund of any and all proceeds paid before the date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.
9. Even after award of contract(s), 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 District.
10. Respondents providing equipment that would support a dark fiber solution must provide a description of the anticipated time (in months) it will need to acquire, deliver, install, and test the system. Included in the description should be a statement acknowledging USAC's installation requirements needed for funding such projects. Proposers must agree to coordinate with the District on the delivery interval(s) of any equipment procured to minimize to the time between the arrival of the equipment to light a leased dark fiber network and the availability of a dark fiber network. Respondent's should include in the description any other details related to the respondent's project progress reporting process once an

award is made and provide a description of any issues that could create delays in completing the project or otherwise impact the deliverable of a fully working system. The District reserves the right to reject, in its sole discretion, any proposal that exposes the District to funding shortfalls due to delivery delays not under its ability to control.

11. The selected vendor shall certify that it is a manufacturer's authorized channel partner (such as a Cisco Authorized Gold Channel Partner or other equivalent vendor official channel partner) as of the date of the submission of their offer. A selected vendor must have the certification/specialization level required by the manufacturer to support both the product sale and product pricing, in accordance with the applicable manufacturer certification/specialization requirements. As part of an award, Covina-Valley Unified requires of a vendor that they have a CCIE on staff and who is engaged as a part of the project team to assist in design work and to validate configurations.

Unless otherwise specified, the Vendor shall warrant that the products are new, in their original box (and not "new" old stock). The Vendor confirms to have sourced all products submitted in this offer from the manufacturer or through manufacturer authorized channels only and in accordance with all applicable laws and policies at the time of purchase.

Vendor shall provide the C-VUSD with a copy of the End User license agreement and shall warrant that all software is licensed originally to Covina-Valley Unified as the original licensee authorized to use the software. In the event there are questions about the validity of the products, the Covina-Valley Unified School District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from unauthorized channels, Covina-Valley Unified further reserves the right to reject the vendor proposal and/or return the products for a full refund.

**Proposer Interviews:**

Respondents to the RFP may be invited to meet with the District's internal staff managing the RFP process and potentially with other constituent groups if/as requested by the District ("Staff"). The proposed key members of the respondent's team that would be assigned to the Project would be expected to attend the interview. The interview will be an opportunity for the District's Staff to evaluate the qualifications, firm history, the proposed solution(s), and other matters the Staff deems relevant to the assessment of a comprehensive response to this RFP to select a successful proposer to this RFP. If required, during the interview, the respondent(s) will also be expected to describe their firm's management of quality control assurance for District project documentation. Following the interview(s), the Staff intends to make recommendation(s) to the District's Board of Education regarding the candidates.

**Technological Selections:**

The District reserves the right to accept partial solutions from one or more providers that offer technological variances of network connectivity in terms of providing managed lit fiber versus that of dark fiber connections where connections of one form or another are not cost effective. By example, if

an outlier site is significantly more expensive and cannot be justified by the District due to budget or network integration reasons, the District may elect to not award a site to either a lit fiber or dark fiber provider while awarding the site to a more cost-effective provider. Henceforth, the District encourages vendors to provide both managed lit fiber and dark fiber pricing for all connections requested.

**Transition Plan:**

As the cut-over date for any new carrier is July 1, 2020, Covina-Valley USD requires a transition plan to be provided. The transition plan needed is to include a description of the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with anticipated completion target dates for the service provider, and the Covina-Valley USD transition team. The transition plan is to outline the expectations the service provider has for the District and the information or task the District is required to provide the service provider and the date any information would be required.

**Other Requirements:**

Covina-Valley USD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the services.

Service or Equipment Provider(s) warrant that such facilities and services provided will maintain the performance criteria stated above at all times during the continuation(s) of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with Covina-Valley USD for the installation and use of such facilities and services. Service Provider shall indemnify Covina-Valley USD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

**Customer Requirements:**

- A. Option for growth including, but not limited to increases in bandwidth and/or additions of locations, as determined necessary by the District.
- B. Options for removal of sites due to closures or reorganization requirements as deemed necessary by the District. The District will require that no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.

**Information Requested:**

- A. General Information
  - a. All responses shall conform to instructions provided in this RFP document
- B. Site Walk – Mandatory Job Walk is required C.  
Installation Timeline
  - a. No work can start, or billing can take place prior to July 1, 2019.
- C. Deadline for RFP

- a. Vendors must submit all required documents prior to the deadline. All proposals shall be complete.
- D. Request for Proposal Preparation Cost
  - a. Vendor is responsible for all costs of its preparation of a proposal. No preparation costs will be reimbursed by the District.
- E. Vendor Qualifications
  - a. Any firm submitting a proposal must be able to provide evidence that the individual(s) or firm and its personnel carry out the responsibility have expertise and experiences in all areas identified in the Service required section of this RFP. The vendor shall provide three K-12 references consisting of similar work and scope.
- G. Request for Proposal Submission Requirements
  - a. Cover Letter of Interest
  - b. Table of Contents
  - c. Vendor Company Data
  - d. Experience and Client References
  - e. Technical Capabilities
  - f. Vendor Qualifications & Certifications
  - g. Cost Proposal
  - h. Transition Plan

**Vendors will be required to respond to all Wide Area Network/Digital transmission services and locations in this RFP. Any variances from this requirement must include a written description of and an explanation for any such variance.**

Should the services outlined in the Scope of Work and Exhibits become ineligible for E-rate program discounts, the District shall have the right to cancel any and all contracts with no penalty. The District reserves the right to amend the agreement or enter a new agreement for additional items as covered under this proposal.

**E-rate Invoicing:** Prior to commencing work, District will provide:

- A. Fully signed contract signature sheet
- B. Purchase Order in the amount not funded by E-rate (non-discounted portion of the eligible costs plus the non-eligible costs)

As a service to District, VENDOR will perform dual billing per E- rate terms and conditions.

- A. VENDOR will invoice District monthly as work is completed for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items.
- B. Under separate invoice, VENDOR will invoice the SLD for the remaining discounted portion of the ELIGIBLE items.

VENDOR will be responsible for maintaining detailed logs of work performed, the equipment involved and the location of said equipment. This information must be provided to the district upon submission of any invoices.



**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PROPOSAL FORM**  
**FOR**  
**DISTRICTWIDE FIBER OPTIC WIDE AREA**  
**NETWORK SERVICES**  
**E-RATE YEAR 2019-2020**

**RFP NO. 18-19-103**

**PROPOSAL FORM**

TO: Covina-Valley Unified School District, acting by and through its Governing Board, herein called the District:

1. Contractors may bid on one, two or all combinations listed below.
2. Pursuant to and in compliance with the Notice to Vendors request for proposals and the all other documents relating thereto, the undersigned proposer, must be familiarized with the terms of the contract, local conditions affecting the performance of the contract, the cost of the work, the place where the work is to be performed, and with the drawings, specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the work described in the contract, including all component parts, and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, and all applicable sales taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal, all in strict accordance with the drawings and specification and other contract documents, including addenda, if any, on file with the Purchasing Office of said District or at [www.c-vusd.org](http://www.c-vusd.org).

**For the lump sum of:**

\_\_\_\_\_

(in words) (\$ \_\_\_\_\_)

**(See and use Proposal Form Exhibit 2 for Lit or Dark Fiber Services, Exhibit 3 for Required Information for Special Construction or Exhibit 4 for Equipment).**

3. It is understood that the DISTRICT reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Vendors Request for Proposals.
4. Each individual proposal term shall be determined from the specifications, and all other portions of the proposal documents, and shall include all items necessary to complete the services, 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 service: complete system consisting of software, hardware (Vendor required to supply minimum specifications on hardware), installation, data conversion, software customization, training, maintenance and software support, including standard District, State & Federal reports; and bonds and insurances; all as per the requirements of the proposal documents, whether or not expressly listed or designated.
5. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the District Wide Fiber Optic Wide Area Network (WAN) Services are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.

6. It is understood and agreed that if written notice of intent to award this proposal is mailed, telegraphed, or delivered to the undersigned after the evaluation of proposals within the time this proposal is required to remain open, or at any time thereafter before the proposal is withdrawn, the undersigned will execute and deliver to the District a contract in accordance with the documents as accepted, and that he will also furnish and deliver to the District the Performance and Payment Bond as specified, all within ten (10) 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 District’s notice to the Vendor to proceed, and shall be completed by the Vendor in the time specified in the contract documents.

7. All notices or other correspondence should be addressed to the undersigned at the address stated below.

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

8. The names of all persons interested in the foregoing proposal as principals are as follows:

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

**(Important notice:** If proposer 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 the true name of firm, also names of all individual co-partners composing firm; if proposer or other interested person is an individual, state first and last names in full).

9. If the Vendor 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 \_\_\_\_\_ and \_\_\_\_\_ whose title is \_\_\_\_\_ is/are authorized to act for and bind the corporation.

10. The undersigned is licensed in accordance with the act providing for the registration of contractors and shall provide the following information:

Bidder’s California Contractor’s  
License Number: \_\_\_\_\_  
License Expiration Date: \_\_\_\_\_  
Name on License: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

11. In the event the proposer to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within ten (10) calendar days

from the date of receiving the Notice of Intent to Award Contract, the District may declare the Proposer's bid deposit or bond forfeited as damages.

12. Pursuant to Section 4552 of the Government Code, in submitting a proposal to the District, the proposer offers and agrees that if the proposal is accepted, it will assign to the District 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 Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the District tender final payment to the proposer.

13. Service Provider Identification Number **(SPIN)** \_\_\_\_\_  
Federal Registration Number **(FCC-FRN)** \_\_\_\_\_

Signature Authorization and Nature of Proposers Firm.

I, the below-indicated bidder, declare under penalty of perjury under the laws of the State of California, that the information provided, and representations made in the proposal are true and correct. The undersigned certifies that he is authorized to sign this proposal on behalf of the proposing firm or company.

\_\_\_\_\_  
Name of Bidder Firm– please print

\_\_\_\_\_  
Proper Name of Bidder – please print

\_\_\_\_\_  
Address

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder

**(Corporate Seal)**

**This form must be completed and submitted with your proposal package.**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENT** that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereinafter called "Surety"), are hereby held and firmly bound unto the Covina-Valley Unified District (hereafter called "Owner"), in the sum of Ten Thousand Dollars (\$10,000) which will 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 Principle has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of **Districtwide Fiber Optic Wide Area Network (WAN) Services, RFP NO. 18-19-103.**

**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 **ten (10) days** after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished 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 hereunder, 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 OWNER and judgment is recovered, the Surety shall pay all costs incurred by the OWNER in such suit, including without limitation, attorney's 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.

PRINCIPAL: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

ATTEST: (if corporation)

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

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

(Corporate Seal)

SURETY: \_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

(Corporate Seal)

**This form must be completed and submitted with your proposal package.**

**IMPORTANT: THIS IS A REQUIRED FORM.**

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).

Any claims under this bond may be addressed to:

**(Name and Address of Surety)**

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

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

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**NON-COLLUSION DECLARATION  
(Public Contract Code 7106)**

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL***

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal.

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

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

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

Name of Proposer: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**This form must be completed and submitted with your proposal package.**



**VENDOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

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:

- 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, consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

\_\_\_\_\_  
Proper Firm Name of Bidder

\_\_\_\_\_  
Proper Name of Bidder – print name

By: \_\_\_\_\_  
Signature of Bidder

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.

**This form must be completed and submitted with your proposal package.**

**CONDUCT RULES FOR VENDORS**

Each Vendor/subcontractors, when performing work on Covina-Valley Unified School District properties shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All vendors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement.
5. All vendors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the proposal, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 etc. seq., the COVINA-VALLEY UNIFIED SCHOOL DISTRICT is a drug free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any vendor/subcontractors shall not be tolerated.
10. All vendors/subcontractors shall conform to a dress code whereby:
  - a. No clothing that contains violent, suggestive, derogatory, obscene or racially biased material may be worn.
  - b. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any vendor/subcontractors may be sufficient grounds for immediate removal from the job-site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Title

**DEBARMENT AND SUSPENSION CERTIFICATION**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Lower Tier Covered Transactions**

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 Code of Federal Regulations Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department Agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_

Name of School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_

Printed Name

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Name of Company

\_\_\_\_\_

Date

**DEBARMENT INSTRUCTION FOR CERTIFICATION**

1. By signing and submitting this form/proposal, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposed,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form/proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition

to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **CALIFORNIA SENATE BILL 854 AND PUBLIC WORKS CONTRACTOR REGISTRATION**

Senate Bill 854, signed into law June 20, 2014, became effectively immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$300.00 and is non-refundable.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720 -1720.6.

Please ensure you are registered with the DIR prior to March 1, 2015. The awarded contractor must be registered if a purchase order is generated for the awarded public works services.

More information can be found at The Department of Industrial Relations website; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

**AFTER AWARD:**

**AGREEMENT & BOND'S**

**AGREEMENT**

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Covina-Valley Unified School District, hereinafter referred to as DISTRICT, of Los Angeles County, California, and \_\_\_\_\_, hereinafter referred to as VENDOR.

WITNESSETH that the DISTRICT and VENDOR, for the consideration hereinafter named, mutually agree as follows:

1. SCOPE: The VENDOR shall perform, within the time stipulated, the contract herein defined and shall provide all labor, materials, tools, and transportation to complete all work required in connection with the project. It is the duty of the VENDOR to complete the work in exact accordance with the approved plans, specifications and other contract documents.

2. TIME FOR COMPLETION: The work will start for this project no later than five (5) calendar days after the date of the Notice to Proceed is issued by DISTRICT and necessary Bond documents issued by VENDOR in favor of DISTRICT are complete all not later than two hundred seventy-five (275) calendar days after the date of the Notice to Proceed.

3. CONTRACT PRICE: The District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deduction as provided in the contract documents, the sum of \_\_\_\_\_dollars (\$\_\_\_\_\_.00), said sum being the initial amount of the contract with an option to purchase additional units. Any extensions of the original contract period may be extended to a maximum 5-year period if mutually agreed upon.

4. COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Vendors Calling For Proposals, Proposal Overview, Basis of Selection, Schedule of Important Dates, Notice of Mandatory Pre-Bid Conference & Jobwalk, Request of Information, Submission Process, References, General Terms and Conditions, E-Rate Eligibility Requirements, E-Rate Supplemental Terms and Conditions, Statement of Work, Project Goals and Scope/Summary of Work, Specific RFP Network Goals and Requirements, Minimum and Specific Network Needs Required of the District, Proposer Interview, Technological Selection, Transition Plan, Other Requirements, Proposal Form, Bid Bond, Agreement, Non-Collution Declaration, Contractor’s Certificate Regarding Workers Compensation, Conduct Rules for Vendors, Debarment and Suspension Certification, California Senate Bill 854 and Public Works Contractor Registration, Agreement, Performance Bond, Payment Bond, Insurance Documents, Vendors Certification Regarding Background Checks, Exhibits, Specifications, Addendum(s). All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

5. RULES AND REGULATIONS: The Vendor agrees to comply with and observe all provisions of the code sections referred to in the contract documents and any other rules and regulations generally applicable to this type of work.

6. HOLD HARMLESS: The Vendor shall hold harmless and indemnify the District, its Governing Board, its Officers and Employees from every claim or demand which may be made by reason of: (a) Any

injury to person or property sustained by the Vendor by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and (c) Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract. The Vendor at his expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

7. **ASSIGNMENTS OR SUBCONTRACTING:** The VENDOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.

8. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of the contract the Vendor is an independent VENDOR and not an officer, agent or employee of the District.

9. **TERMINATION:** If Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon seven days written notice, cancel the contract and procure services elsewhere at no cost to the district.

10. **FORCE MAJEURE:** The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the District.

11. **CONTRACTOR'S PERSONNEL:** All personnel assigned to perform under this contract shall be subject to continuous approval of the District and by the Vendor.

12. **PAYMENT:** On or about the first business day of each month the VENDOR shall submit invoices in the form and number required by the District for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within a reasonable time thereafter, not to exceed thirty (30) days.

13. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.



IN CONSIDERATION of the performance on the part of the Vendor of the terms of this Agreement, the District agrees to pay the Contractor the sums as indicated in Article 3 above, approved by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Approved:

VENDOR COVINA-VALLEY UNIFIED SCHOOL DISTRICT

\_\_\_\_\_

By

\_\_\_\_\_

Robert McEntire - CBO

\_\_\_\_\_

Title

\_\_\_\_\_

Tax Payer I. D. # or SSN

\_\_\_\_\_ D  
ate

Authorized Officers or Agents

**(CORPORATE SEAL)**

**CONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, Covina-Valley Unified School District (referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ . (hereinafter designated as the "PRINCIPAL"), an agreement for the work described as follows: **Districtwide Fiber Optic Wide Area Network (WAN) Services, RFP NO. 18-19-103**; and

WHEREAS, the work to be performed by the PRINCIPAL is more particularly set forth in that certain contract dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said PRINCIPAL to perform the terms thereof and to provide a bond both for the faithful performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned, as PRINCIPAL, and \_\_\_\_\_,

a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Covina-Valley Unified School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 the hereby bounded PRINCIPAL, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

For value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed there under, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

No final settlement between the Obligee and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PRINCIPAL and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, PRINCIPAL and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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 reasonable attorneys' fees to be fixed by the Court.

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

PRINCIPAL:

\_\_\_\_\_

Signature

(Corporate Seal)

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

Print Name

Title

SURETY:

\_\_\_\_\_

(Corporate Seal)

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_

**(This must be filled in by a corporate surety).**

**IMPORTANT: THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

**(Name and Address of Surety)**

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

Contact Name (*please print*)

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

Telephone Number

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

Fax Number

**(Name and Address of agent or representative  
for service of process in California)**

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

Contact Name (*please print*)

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

Telephone Number

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

Fax Number

STATE OF CALIFORNIA )

) ss.

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State (Seal of Notary)

Commission expires: \_\_\_\_\_

**NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto**

**PAYMENT BOND  
(CALIFORNIA PUBLIC WORK – LABOR & MATERIAL)**

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, Covina-Valley Unified School District (sometimes referred to hereinafter as “Obligee”) has awarded to \_\_\_\_\_, (hereinafter designated as the “CONTRACTOR”), an agreement for the work described as follows **Districtwide Fiber Optic Wide Area Network (WAN) Services, RFP NO. 18-19-103** (hereinafter referred to as the “Public Work”); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned CONTRACTOR, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Covina-Valley Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or 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 Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et. seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action 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 the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above 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 time for payment pertaining or relating to any scheme or work of improvement herein above 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

*(Corporate Seal)*

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

SURETY:

\_\_\_\_\_

*(Corporate Seal)*

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

Attorney-in-Fact

**IMPORTANT: THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

**(Name and Address of Surety)**

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

Contact Name (*please print*)

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

Telephone Number

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

Fax Number

**(Name and Address of agent or representative  
for service of process in California)**

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

Contact Name (*please print*)

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

Telephone Number

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

Fax Number



**INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the awarded Vendor fails to provide the documents required below, the District may award the contract to the next responsible and responsive Vendor. All insurance provided by the bidder shall fully comply with the requirements set forth in Item No. 28 of the General Terms and Conditions of the contract documents.

1. **General Liability Insurance**: Certificate of Insurance with all specific insurance coverages set forth in Item No. 28 of the General Terms and Conditions, proper Proposal description, designation of the Covina-Valley Unified School District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be an ISO CG20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	_____	_____
	<b>(Contact Name)</b>	<b>(Title)</b>
	_____	
	<b>(Company)</b>	
	_____	
	<b>(Street Address)</b>	
	_____	_____
	<b>(City)</b>	<b>(State)</b>
		<b>(Zip Code)</b>
	(____) _____	(____) _____
	<b>(Telephone Number)</b>	<b>(Fax Number)</b>

2. **Workers' Compensation / Employer's Liability Insurance**: Certificate of Workers' Compensation Insurance meeting the coverage's and requirements set for in the General Terms and Conditions, minimum of 30 days' cancellation notice, proper Proposal description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverage's and requirements set forth in the General Terms and Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	_____	_____
	<b>(Contact Name)</b>	<b>(Title)</b>
	_____	
	<b>(Company)</b>	
	_____	
	<b>(Street Address)</b>	
	_____	_____
	<b>(City)</b>	<b>(State) (Zip Code)</b>
	(_____) _____	(_____) _____
	<b>(Telephone Number)</b>	<b>(Fax Number)</b>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor's Firm Name

Signature

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

\_\_\_\_\_  
Title

**VENDOR'S/CONTRACTOR'S CERTIFICATION REGARDING  
BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:

**[Name of Vendor]**

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **Covina-Valley Unified School District**, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

**OR**

Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_ [Name of Vendor]

\_\_\_\_\_  
Signature

By its: \_\_\_\_\_  
Print Name Title

***EXHIBIT "A"***

***(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)***

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
CONSTRUCTION CONTRACTOR  
FORMS AND AGREEMENT**

**STEP 1 – Employee Verification**

**Are you a part-time or full-time employee of the  
Covina-Valley Unified School District?**

Yes  No

- If you responded affirmatively, **STOP**, you cannot be hired as a Contractor. Contact the Purchasing Department immediately for further assistance.
- If you responded negatively, please continue to Step II.

**STEP II – Form W-9**

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Covina-Valley Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

**Are you incorporated?**

Yes  No

- If you responded affirmatively, please continue to Step III and disregard Form W-9 (attached).
- If you responded negatively, please complete Form W-9 and continue to Step III.

**STEP III – Form 590**

As directed by California Revenue and Taxation Code, Section 18662, the Covina-Valley Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

**Are you a resident of California, or  
Do you have a permanent place of business  
In California?**

Yes  No

***All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.***

- If you responded affirmatively, please disregard Form 590 (attached).
- If you responded negatively, please complete Form 590.

---

**Signature**

---

**Date**

---

**Print Name** **Title**

---

**Phone Number**

---

**Name of Company**

**DOCUMENT 00 45 22**

**IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_ School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

**OR**

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

# SPECIFICATION SECTION



EXCAVATING, BACKFILLING AND COMPACTING

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Provisions of Division 01 apply to this section.
- B. Section Includes:
  - 1. Excavating, filling, backfilling, and compacting for Project site pavement, planting areas, buildings, and other structures.
  - 2. Trenches for utility lines such as water, gas, irrigation, storm drain and sewer lines, concrete-encased conduits, manholes, vaults, valve boxes, catch basins, underground tanks, thrust blocks, yard boxes, pull boxes, and other utility appurtenances.
- C. Related Sections:
  - 1. Division 23: Mechanical.
  - 2. Division 26: Electrical.
  - 3. Division 31: Grading.
  - 4. Division 31: Site Clearing.
  - 5. Division 31: Base Course.
  - 6. Division 32: Planting.
  - 7. Division 32: Site Concrete Work.
  - 8. Division 33: Water Distribution System.
  - 9. Division 33: Site Sewer Systems.
  - 10. Division 33: Storm Drainage Systems.
  - 11. Division 33: Pavement Repair.
  - 12. Division 33: Irrigation Systems.

## 1.2 SYSTEM DESCRIPTION

- A. Import and Export of Earth Materials:
  - 1. Fees: Pay as required by authorities having jurisdiction over the area.
  - 2. Bonds: Post as required by authorities having jurisdiction over the area.

3. Haul Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.

### 1.3 SUBMITTALS

- A. Imported Soils: A geotechnical engineer, retained by the Owner as an Owner Consultant, shall obtain initial product Sample for testing in accordance with the terms of sub-section 3.05 of this section.
- B. Shoring calculations as required in sub-section 3.03 of this section.

### 1.4 QUALITY ASSURANCE

- A. Comply with the Standard Specifications for Public Works Construction, current edition, except as modified herein.
- B. Sampling, testing, and certification of imported and/or exported soils shall be performed in accordance with Division 01.

### 1.5 PROJECT CONDITIONS

- A. Information on Drawings or in soil investigation report does not constitute a guarantee of accuracy or uniformity of soil conditions over the Project site.
- B. A copy of the foundation investigation and soils report is available for examination at the Architect's office during regular office hours of Architect.

## PART 2 - PRODUCTS

### 2.1 FILL AND BACKFILL MATERIALS

- A. Fill and backfill material shall be agranular material previously removed from excavation or imported fill material, free of clods and stones larger than 3 inches, (2½ inches for utility trenches) foreign materials, vegetable growths, sod, expansive soils, rubbish and debris. Material shall conform to these specified requirements and related sections.
- B. Fill material exhibiting a wide variation in consistency and/or moisture content shall be blended and/or aerated to stabilize and upgrade the material.
- C. Bedding material from trench bottom to one foot above the pipe:
  1. Sand, gravel, crushed aggregate or native free-draining granular material providing a sand equivalent of at least 30 or a coefficient of permeability greater than 1.4 inches per hour.
  2. Sand complying with the Specifications for cement concrete aggregates.
- D. Other Fill Materials: Brick rubble and broken concrete originating from the Project site may be legally disposed of off the Project site, or incorporated in fill, if reviewed by a geotechnical engineer, retained by the Owner as an Owner Consultant. Unless otherwise indicated, no such material shall be imported from outside the Project site.

## E. Permeable Backfill:

1. Provide permeable backfill material behind retaining structures consisting of gravel, crushed gravel, crushed rock, natural sands, manufactured sand, or combinations of these materials conforming to the following gradations:

<u>Sieve Size:</u>	<u>Percentage Passing:</u>
3/4 inch (19mm)	100
3/8 inch (10mm)	80-100
No. 100	0-8
No. 200	0-3

2. Those portions of fill material passing a No. 4 sieve shall provide a sand equivalent of at least 60.
3. Provided backing for weep-holes shall consist of 2 cu. ft. of aggregate in burlap sacks, securely tied. Aggregate shall conform to requirements for No. 3 concrete aggregate as specified in subsection 200-1.4 of the Standard Specifications for Public Works Construction.
4. Permeable Backfill Alternate Materials: Instead of the materials specified for retaining structures backfill, a drainage matting system such as Miradrain by Mirafi, Inc., or equal, may be provided if reviewed by the Architect.

- F. Cement-sand slurry shall be provided with 1 sack of cement per cubic yard of the mixture.

## 2.2 BASE MATERIALS

- A. Concrete Slabs on Grade: Provide "Crushed Aggregate Base" as specified in Standard Specifications for Public Works Construction, Section 200 - Rock Materials, with 3/4 inch maximum size aggregates. Provide 3 inch thick base, unless noted otherwise.
- B. Bituminous Surfacing: Provide as indicated on Drawings and specified in Section 02319 - Base Course.

## PART 3 - EXECUTION

## 3.1 GENERAL

- A. Before excavation, contact Underground Service Alert of Southern California (USASC) for information on buried utilities and pipelines.
- B. Where the Work includes a building extension or addition on an occupied Project site, perform Work in such a manner, and at such times, as not to disrupt performance of existing utility services to existing Project site facilities. Where an interruption is necessary, obtain review from the OAR before proceeding.
- C. Remove concrete or bituminous pavement to straight lines by saw cutting.

### 3.2 PROTECTION

- A. Protect and guard excavations against danger to life, limb, and property as required by, but not limited to, OSHA regulations.
- B. Protect existing improvements including landscaping against damage. Repair or replace damaged items.
- C. Protect existing utility services and distribution systems from damage or displacement.
- D. Remove conduits or pipes not in service, exposed during Work, unless a minimum cover of 2 feet is provided. Remove concrete, clay or other non-metallic pipe over 8 inches in diameter, unless otherwise indicated.
- E. Shore, crib, or lag excavations and earthen banks as necessary to prevent cave in, erosion or gulying of sides.
- F. Provide excavations free from standing water by pumping, draining, or providing protection against water intrusion. If soil becomes soft, soggy, or saturated, excavate to firm undisturbed earth and fill as required. Slope adjacent grades away from excavations to minimize entry of water.

### 3.3 SHORING

- A. Provide shoring as necessary to properly and safely support earth sides of excavations, and existing curbs, sidewalks, gutter, drives and stairs, against movement and collapse.
- B. Design and Calculations: Provide in accordance with requirement of governing California Building Code and Safety Orders of State of California, Division of Industrial Safety; Title 8, Subchapter 4, Article 6, Sections 1530 and 1541.
- C. Remove shoring upon completion of the Work of this section or when no longer needed unless required otherwise by authorities having jurisdiction.

### 3.4 EXCAVATION

- A. Unclassified Excavations: Comply with the Standard Specifications for Public Works Construction, Section 300: "Earthwork", except as modified herein.
- B. Form sides of footings, pads, grade beams, and slab foundations, unless otherwise indicated. Provide excavations of sufficient size to permit installation and removal of forms and other required Work.
- C. Machine-drill excavation for round footings to size and depth indicated. Provide a collar or casing, or other adequate protection, to exclude dirt and debris. Protect excavations with plank covers until concrete is placed.
- D. Provide excavation bottoms level and free from loose material. Excavate to indicated or required elevations of undisturbed earth.

- E. Barricade trenches, ditches, pits, sumps, and similar Work outside the barricaded working area with chain link fence as specified in Section 01500: Construction Facilities and Temporary Controls, and in accord with Cal-OSHA standards and requirements.
- F. Trenches over 5 feet in depth shall comply with the Construction Safety Orders of the California Division of Industrial Safety.
- G. Where indicated and/or required to excavate in lawn areas, protect adjoining lawn areas outside of the Work area. Replace or install removed sod upon completion of backfill by installing sod level with adjacent lawns. If installation of removed sod fails, furnish sod and install to match existing lawns.
- H. For Structures:
1. Calculate excavation quantities based on elevations or depths indicated on Drawings.
  2. Provide 2000 psi concrete for backfill of over-excavated areas to indicated or required elevations.
  3. Special preparation of B.E.P. areas: Excavate areas designated on Drawings as bottom of excavated planes (B.E.P.), by excavating and filling to indicated grades and elevations.
- I. For Utilities:
1. Excavate trenches to required depth for utility lines, such as pipes, conduits, and tanks, with minimum allowance of 6 inches at the bottom and 6 inches at the sides for bedding or concrete encasement as indicated on Drawings. Grade bottom of trenches to a uniform smooth surface. Remove loose soil from the excavation before placing sand bedding or concrete encasement.
  2. Do not install piping lengthwise under concrete walks without review by the Architect.
  3. Do not excavate trenches parallel to footings closer than 18 inches from the face of the footing or below a plane having a downward slope of 2 horizontal to one vertical, from a line 9 inches above bottom of footings.
    - a. Unless otherwise indicated on Drawings, depth of excavations outside buildings shall provide for a minimum coverage above top of piping, tank or conduit measured from the lowest adjoining finished grade, as follows:
 

Steel Pipe	24 inches below finish grade
Copper Water Tube	18 inches below finish grade
Cast-Iron, Pressure Pipe	36 inches below finished grade
Plastic Pipe (other than waste)	30 inches below finished grade
Tanks or other structure	36 inches below finished grade



- H. The independent approved testing laboratory shall perform the required tests and report results of all tests noting if the tested material passed or failed such tests and shall furnish copies to the IOR, Architect, OAR, DSA, Contractor, and others as required. Report shall state tests were conducted under the responsible charge of a licensed State of California professional engineer and the material was tested in accordance with applicable provisions of the Contract Documents, Title 24, CCR and the DSA. Upon completion of the Work of this section, the independent testing laboratory and geotechnical engineer shall submit a verified report to the DSA as required by Title 24, CCR.
- I. Bills of lading or equivalent documentation will be submitted to the IOR on a daily basis.
- J. Upon completion of import operations, provide the OAR a certification statement attesting that all imported material has been obtained from the identified source site.

### 3.6 INSTALLATION OF MATERIALS

- A. Pavement: Fill or backfill materials shall be installed in horizontal layers of 6 inches, unless otherwise required. Each layer shall be evenly placed and moistened or aerated as necessary. Unless otherwise reviewed by the geotechnical engineer, retained by the Owner as an Owner Consultant, each layer of fill material shall cover the length and width of the area to be filled before the next layer of material is installed. Top surface of each layer shall be installed to an approximate level with a crown or crossfall of at least 1 in 50, but not more than 1 in 20. Provide adequate drainage at all times during installation of the Work of this section.
- B. Structures:
  - 1. After concrete has been placed, forms removed, and concrete Work inspected, backfill excavations with earth to indicated or required grades. Backfill simultaneously on each side of walls or grade beams. Remove rubbish, debris and other waste materials from excavations before placing backfill.
  - 2. Before placing any backfill, adequately cure concrete and provide bracing, if required to stabilize structure. Protect waterproofing or damp-proofing against damage during backfilling operations, with required protection board. Remove bracing as backfill operation progresses.
  - 3. Do not furnish or install expansive soils for retaining wall backfill.
  - 4. Rigidly control the amount of water to be installed to provide optimum moisture content for type of fill material furnished. Do not over-saturate or compact by flooding or jetting.
  - 5. Install wall backfill before installing railings and fences on walls.
  - 6. Install weep hole drainage at the backside of walls so the backing completely covers the weep holes, is horizontally centered and extends at least 12 inches above the bottom of the weep opening. Provide an 8 inch square section of 1/4 inch galvanized or aluminum screen, with a minimum wire diameter of 0.03 inch, and install at the backside of each weep hole before installing the backfill material.
  - 7. Where a reviewed drainage matting system is provided instead of permeable backfill for retaining structures, install in accordance with the manufacturer recommendations.

C. Utilities:

1. Do not install backfill until the Work of this section has been inspected and tested. Do not furnish or install materials excavated from the Project site containing materials not permitted for backfill.
2. Backfill electrical or other excavated utility trenches located outside of barricaded installation areas within 24 hours after inspection by the IOR.
3. Install backfill in layers not exceeding 4 inches in thickness, except cement-sand slurry.
4. If materials excavated from the Project site are not permitted for trench backfill in paved areas, backfill trenches with a cement-sand slurry mix. Install backfill to an elevation of the existing undisturbed grades plus one inch.

3.7 COMPACTING

- A. Each layer of fill material shall be compacted by tamping, sheepsfoot rollers, or pneumatic-tired rollers to provide specified relative compaction. At inaccessible locations, provide specified compaction by manually held, operated and directed compaction equipment.
- B. Install and compact sand bedding to provide a uniform bearing under the full length of piping and conduits.
- C. Unless otherwise indicated, compact each layer of fill material to a relative compaction of at least (90) percent.
- D. When fill materials, or a combination of fill materials, are encountered or provided which develop densely packed surfaces as a result of installation or compacting operations, scarify each layer of compacted fill before installing the next succeeding layer.

3.8 INSPECTION AND TESTING

- A. The geotechnical engineer, retained by the Owner as an Owner Consultant, will inspect and test excavations, sample material quality for testing as set required in Part 2, and observe installation/compaction of fill materials.
- B. The geotechnical engineer, retained by the Owner as an Owner Consultant, will sample imported fill materials from their designated source and submit all samples to the independent approved testing laboratory before delivery to the Project site.
- C. Installation of backfill shall be observed by the geotechnical engineer, retained by the Owner as an Owner Consultant.
- D. The geotechnical engineer, retained by the Owner as an Owner Consultant, will inspect and test excavation Work before the installation of fill and/or other materials.
- E. Compaction: Test compaction in accordance with ASTM D 1557, Method C.



- F. DSA will inspect foundation excavations when completed and ready for forms, after forms are in place, and before first placement of concrete.

3.9 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.10 CLEANING

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

## SITE CONCRETE

### PART 1 - GENERAL

#### 1.1 THE REQUIREMENT

- A. The CONTRACTOR shall furnish all materials for concrete in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, in accordance with the requirements of the Contract Documents.
- B. Provide curb cuts meeting the accessibility requirements of the California Code of Regulations (CCR) Title 24 Part 2, 1127B.5, and ramps complying with CCR, T24, CCR, Part 2, 1003.3.4 and 1133B.5.
- C. The following types of concrete shall be covered in this Section:
  - 1. Portland cement concrete pavement, cement walks, flatwork, curbs, gutters, retaining curbs, swales, trash pick-up areas, ramps, mowing strips, fence post footings, sliding gate concrete, catch basins, pipe bedding and encasements, transition structures, flagpoles and light standard bases and footings, splash blocks and equipment pads, integral coloring.
  - 2. Cast-in-place detectable / tactile warning surface tiles.
  - 3. Integral Colored Concrete Products.

#### 1.2 SUMMARY

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, Special Conditions and Division 1

#### 1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Comply with the reference specifications of the GENERAL REQUIREMENTS.
- B. The work provided herein shall conform to and be in accordance with the Contract Plans, General Conditions/Specifications and Special Provisions, as well as the Standard Specifications for Public Works Construction ("GREENBOOK"), 2015 Edition, adopted by the Southern California Chapter, American Public Works Association; herein referred to as the "Standard Specifications". In case of conflict between the "Standard Specifications", the General Conditions/Specifications and these Special Provisions, the General Conditions/Specifications and these Special Provisions shall have precedence.
- C. Comply with the current provisions of the following Codes and Standards.
  - 1. Federal Specifications:
    - a. UU-B-790A (Int.Amd.1) Building Paper, Vegetable Fiber (Kraft, Waterproofed, Water Repellant and Fire Resistant).
  - 2. Commercial Standards:
    - a. ACI 214 Recommended Practice for Evaluation of Strength Test Results of Concrete.
    - b. ACI 301 Specifications for Structural Concrete for Buildings.

- c. ACI 315 Details and Detailing of Concrete Reinforcement.
- d. ACI 318 Building Code Requirements for Reinforced Concrete.
- e. ACI 347 Recommended Practice for Concrete Formwork.
- f. ACI 350 Recommended Practice for Sanitary Structure.
- g. ASTM C 31 Practices for Making and Curing Concrete Test Specimens in the Field.
- h. ASTM C 33 Specification for Concrete Aggregates.
- i. ASTM C 39 Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- j. ASTM C 40 Test Method for Organic Impurities in Fine Aggregates for Concrete.
- k. ASTM C 42 Methods of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- l. ASTM C 78 Specification for Flexural Strength.
- m. ASTM C 88 Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate.
- n. ASTM C 94 Specification for Ready-Mixed Concrete.
- o. ASTM C 114 Method for Chemical Analysis of Hydraulic Cement.
- p. ASTM C 131 Test Method for Resistance to Degradation of Small-Sized Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- q. ASTM C 136 Method for Sieve Analysis of Fine and Coarse Aggregate.
- r. ASTM C 143 Test Method for Slump of Portland Cement Concrete.
- s. ASTM C 150 Specification for Portland Cement.
- t. ASTM C 156 Test Method for Water Retention by Concrete Curing Materials.
- u. ASTM C 157 Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete.
- v. ASTM C 172 Specification for Sampling Fresh Concrete.
- w. ASTM C 192 Method of Making and Curing Concrete Test Specimens in the Laboratory.
- x. ASTM C 260 Specification for Air-Entraining Admixtures for Concrete.
- y. ASTM C 289 Test Method for Potential Reactivity of Aggregates (Chemical Method).
- z. ASTM C 311 Method for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete.
- aa. ASTM C 494 Specification for Chemical Admixtures for Concrete.
- bb. ASTM C 618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

- cc. ASTM C 979 Specification for Pigments for Integrally Colored Concrete
- dd. ASTM D 1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- ee. ASTM E 119 Method for Fire Tests of Building Construction and Materials.

#### 1.4 CONTRACTOR SUBMITTALS

- A. Submittals shall be made in accordance with GENERAL REQUIREMENTS.
- B. The following submittals and specific information shall be provided.
  - 1. Mix Designs: Prior to beginning the WORK, the CONTRACTOR shall submit to the ENGINEER, for review, and approval, preliminary concrete mix designs for each class and type of concrete specified herein. The mix designs shall be designed by an independent testing laboratory acceptable to the ENGINEER. All costs related to such mix design shall be borne by the CONTRACTOR.
    - a. Each concrete mix submittal shall contain the following information:
      - 1) Slump on which the design is based.
      - 2) Total gallons of water per cubic yard.
      - 3) Brand, type, composition and quantity of cement.
      - 4) Brand type, composition and quantity of fly ash.
      - 5) Specific Gravity and gradation of each aggregate.
      - 6) Ratio of fine to total aggregate per cubic yard.
      - 7) Weight (surface dry) of each aggregate per cubic yard.
      - 8) Brand, type, and ASTM designation, active chemical ingredients and quantity of each admixture.
      - 9) Copy of the Building and Safety Research Report Approval for each concrete admixture.
      - 10) Air content.
      - 11) Compressive strength based on 7 day and 28 day compression tests, including standard deviation calculations, corroborative data (if applicable), and required average comprehensive strength per ACI 318, Section 5.
      - 12) Time of initial set.
      - 13) Certification stamp and signature by a Civil or Structural engineer registered in state of California.
      - 14) Certificate of Compliance for Cement.

2. Certified Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall provide certified weighmaster delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the public weighmaster's signature, and the total quantities, by weight of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.
3. When a water reducing admixture is to be used, the CONTRACTOR shall furnish mix designs for concrete both with and without the admixture.
4. The CONTRACTOR shall furnish a Certificate of Compliance signed by the supplier identifying the type of fly ash and stating that the fly ash complies with ASTM C 618 and these Specifications, together with all supporting test data prior to the use of the fly ash the sample represents. The supporting data shall also contain test results confirming that the fly ash in combination with the cement and water to be used meets all strength requirements and is compatible with air-entraining agents and other admixtures.
5. The CONTRACTOR shall submit to the ENGINEER for review the design mix for fly ash concrete together with the design mix for portland cement (non-fly ash) concrete as specified in this Section.

#### 1.5 QUALITY ASSURANCE

- A. Testing for Portland Cement Concrete shall be sampled and tested in accordance with the ASTM and California Tests listed in the Standard Specifications for Public Works Construction, 2009 Edition, Section 201-1.1.5.
- B. Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, or not less than once for each 50 cubic yards of concrete, or not less than once for each 2,000 square feet of surface area for slabs. Additional samples for seven-day compressive strength tests shall be taken for each class of concrete at the beginning of the concrete work or whenever the mix or aggregate is changed.
- C. The cost of all laboratory tests on cement, aggregates, and concrete, will be borne by the CONTRACTOR.
- D. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the Owner, and the CONTRACTOR shall provide assistance and facilities to the INSPECTOR in obtaining samples, and disposal and cleanup of excess material.
- E. Curbs and gutters shall be staked by a Land Surveyor licensed to practice in the State of California.
- F. Mock-Up
  1. Install minimum 5 feet by 5 feet mock-up of concrete sidewalk for each surface treatment specified.
  2. Install mock-up one month prior to installation.
  3. Locate as approved by the Architect.
  4. Use identical forming system, sub-grade type, reinforcing, expansion joints, score joints, finishing and edge trim as specified for installation.
  5. Architect approval required.

6. Mock-up may not be used in final installation.
  7. Remove mock-up materials from site and dispose legally
- G. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the specifications, permissible deviations will be in accordance with ACI 347.
- H. Construction tolerances shall not violate dimensions, grades, slopes required by CBC for accessibility requirements. Adjust work accordingly to comply with requirements.
- I. The following construction tolerances are hereby established and apply to finished walls and slab unless otherwise shown:

Item	Tolerance
Variation of the constructed linear outline from the established position in plan.	In 10 feet: 1/8-inch; In 20 feet or more: 1/4-inch
Variation from the level or from the grades shown.	In 10 feet: 1/8-inch; In 20 feet or more: 1/4-inch
Variation from the plumb	In 10 feet: 1/8-inch; In 20 feet or more: 1/4-inch
Variation in the thickness of slabs and walls.	Minus 1/8-inch; Plus 1/4-inch
Variation in the locations and sizes of slabs and wall openings	Plus or minus 1/8-inch

## PART 2 - PRODUCTS

### 2.1 CONSTRUCTION MATERIALS

- A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.
- B. All materials furnished for the work shall comply with the requirements of Sections 201, 203, and 204 of ACI 301, as applicable.
- C. Storage of materials shall conform to the requirements of Section 205 of ACI 301.
- D. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces. Conform to Section 303-5.2 of the Standard Specifications.
  1. Use flexible or curved forms for curves of a 100-foot or less radius.
- E. Reinforcing Materials: As follows:
  1. Steel Reinforcing Bars: ASTM A 615 deformed grade 40 billet steel, plain finish, unless otherwise specified on Construction Document. Fabrication, sampling and jobsite handling shall conform to the requirements in ASTM Designation: D 3963, except the 2 samples shall be 30 inches long.

2. Dowels:

- a) Dowel bars shall be plain round smooth conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 40 except that the two samples required in ASTM Designation: D 3963/D 3963M shall be 18 inches long. Dowel bars shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete.
- b) Dowel bars shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white-pigmented curing compound shall be used to coat the dowel bars completely prior to placement. Oil and asphalt based bond breakers shall not be used. Paraffin based lubricant shall be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in 2 separate applications, the last application not more than 8 hours prior to placement of the dowel bars. Each application of curing compound shall be applied at the approximate rate of one gallon per 15 square yards.

3. Epoxy for bonding tie bars and dowel bars to portland cement concrete shall be a two-component, epoxy-resin, conforming to the requirements of ASTM Designation: C 881, Type V, Grade 3 (Non-Sagging), Class A, B or C. The class used shall be dependent on the internal temperature of the hardened concrete at the time the epoxy is to be applied. Class A shall be used when the internal temperature is below 40 °F, but not lower than recommended by the manufacturer. Class B shall be used when the internal temperature is from 40 °F to 60 °F. Class C shall be used when the internal temperature is above 60 °F, but not higher than recommended by the manufacturer. A copy of the manufacturer's recommended installation procedure shall be provided to the Engineer at least 7 days prior to the start of work. Epoxy shall be applied in conformance with the manufacturer's recommendations.

F. Concrete Materials: As follows:

1. Cement shall be standard brand portland cement conforming to ASTM C 150 for Type II. Portland cement shall contain not more than 0.60 percent alkalis. The term "alkalies" referred to herein is defined as the sum of the percentage of sodium oxide and 0.658 times the percentage of potassium oxide ( $\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$ ). These oxides shall be determined in accordance with ASTM C 114. A single brand of cement shall be used throughout the work, and prior to its use, the brand shall be acceptable to the ENGINEER. The cement shall be suitably protected from exposure to moisture until used. Cement that has become lumpy shall not be used. Sacked cement shall be stored in such a manner so as to permit access for inspection and sampling. Certified mill test reports for each shipment of cement to be used shall be submitted to the INSPECTOR.
2. Cement, used for purposes other than flatwork, shall be standard brand portland cement conforming to ASTM C 150 for Type II. Portland cement shall contain not more than 0.60 percent alkalis. The term "alkalies" referred to herein is defined as the sum of the percentage of sodium oxide and 0.658 times the percentage of potassium oxide ( $\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$ ). These oxides shall be determined in accordance with ASTM C 114. A single brand of cement shall be used throughout the work, and prior to its use, the brand shall be acceptable to the ENGINEER. The cement shall be suitably protected from exposure to moisture until used. Cement that has become lumpy shall not be used. Sacked cement shall be stored in such a manner so as to permit access for inspection and sampling. Certified mill test reports for each shipment of cement to be used shall be submitted to the INSPECTOR.

3. Concurrent with strength design criteria, concrete shall also be proportioned to provide the requisite durability to satisfy the exposure conditions imposed by either environment and/or service. Durability, in this context, refers to the ability of the concrete to resist deterioration from the environment or service in which it is placed. Concrete proportioned in accordance with ACI 318, chapter 4, Durability Requirements, will meet this criteria.
4. Combined Aggregate: 1" maximum coarse aggregate size conforming to Grading C of Standard Specifications Section 201-1.3.2(A). Aggregates shall be obtained from pits acceptable to the INSPECTOR, shall be non-reactive, and shall conform to ASTM C 33.
5. Water: Shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts and other impurities. The water shall be considered potable, for the purposes of this Section only, if it meets the requirements of the local governmental agencies.

G. Admixtures:

1. The ENGINEER may require the use of admixtures or the CONTRACTOR may propose to use admixtures to control the set, effect water reduction, and increase workability. In either case, the addition of an admixture shall be at the CONTRACTOR's expense. The use and continued use of an admixture shall be approved by the ENGINEER. Admixtures specified herein, other than calcium chloride, shall conform to the requirements of ASTM C 494. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used. Admixtures shall contain no free chloride ions, be non-toxic after 30 days, and shall be compatible with and made by the same manufacturer as the air entraining admixture.
2. These admixtures shall not be used in greater doses than those recommended by the manufacturer or permitted by the ENGINEER. The permitted dosage of the admixture shall not exceed that which will result in an increase in the driving shrinkage of the concrete in excess of 20 percent when used in precast or prestressed concrete, or 10 percent when used in any other structural concrete. The strength of concrete containing the admixture in the amount of proposed shall, at the age of 48 hours and longer be not less than that of similar concrete without the admixture. The admixture shall not adversely affect the specified air content, unless permitted by the ENGINEER.
3. Set controlling admixture shall be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently over 80 degrees F, a set retarding admixture such as [Sika Chemical Corporation's Plastiment], [Master Builder's Pozzoloth 300R], or equal shall be used. Where the air temperature at the time of placement is expected to be consistently under 40 degrees F, a set accelerating admixture such as [Sika Chemical Corporation's Plastocrete 161FL], [Master Builder's Pozzoloth 50C], or equal shall be used.
4. Low range water reducer shall conform to ASTM C 494, Type A. It shall be either a hydroxylated carboxylic acid type or a hydroxylated polymer type. The quantity of admixture used and the method of mixing shall be in accordance with the manufacturer's instructions and recommendations.
5. High range water reducer shall be sulfonated polymer conforming to ASTM C 494, Type F or G.
  - a) If the high range water reducing agent is added to the concrete at the batch plant, it shall be second generation type, [Daracem 100, as manufactured by W.R. Grace & Co.]; [Pozzoloth 430R, as manufactured by Masterbuilders]; or equal. High range water reducer shall be added to the concrete after all other ingredients have been mixed and initial slump has been verified.



- b) If the high range water reducer is added to the concrete at the job site, it shall be used in conjunction with a low range water reducer and shall be [Pozzolith 400N and Pozzolith MBL82, as manufactured by Masterbuilders]; [WRDA 19 and WRDA 79, as manufactured by W.R. Grace & Co.]; or equal. Concrete shall have a slump of 3-inches  $\pm$  1/2-inch prior to adding the high range water reducing admixture at the job site. The high range water reducing admixture shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system.
  - 6. Air-entraining agent meeting the requirements of ASTM C 260, shall be used. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 4 percent; provided that, when the mean daily temperature in the vicinity of the worksite falls below 40 degrees F for more than one day, the total air content provided shall be 5 to 6 percent. The Owner reserves the right, at any time, to sample and test the air-entraining agent received on the job by the CONTRACTOR. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.
  - 7. Calcium Chloride: Except as otherwise provided herein, calcium chloride will not be permitted to be used in concrete.
  - 8. Fly ash/pozzolan shall conform to ASTM C 618 and the following supplementary requirements:
    - a) Class F fly ash
      - o Loss on ignition, maximum 4 percent
      - o SO<sub>3</sub> content, maximum 3 percent
      - o Moisture content, maximum 1 percent
    - b) Class F fly ash, as a percent by weight of total cementitious material, shall not exceed 20 percent.
    - c) When Sulfate Resistant or Special Exposure Concrete is specified, test results shall be submitted to the Engineer as specified in Section 2-5.3 of the Standard Specifications. The test result shall show that the fly ash to be used is effective in contributing to sulfate resistance in conformance with ASTM C618, Table 3 (optional physical requirements) as tested in accordance with ASTM C 1012. The data submitted shall be less than 6 months old.
- H. Integral Colored Concrete Products
- 1. Specified Manufacturer: L.M. Scofield Company, Los Angeles, CA.
  - 2. Acceptable Manufacturers: None identified. Equivalent products of other manufacturers will be acceptable in accordance with the "or equal" provision of the Contract Documents.
  - 3. Pigmented Mineral Dry-Shake Colorant: Lithochrome Color Hardener by L.M. Scofield Company, factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.
    - a) Provide color as indicated on the Drawings or, if not indicated, as selected by Architect from manufacturer's full line of colors.
  - 4. Colored Chemical Stain for Concrete: Lithochrome Tintura Stain by L.M. Scofield Company, penetrating dilute acid-based solution of metallic salts that lightly etch concrete surface, penetrate and react with concrete to produce insoluble, abrasion-resistant color deposits in concrete pores.
    - a) Provide color as indicated on the Drawings or, if not indicated, as selected by Architect from manufacturer's full line of colors.

5. Concrete Cleaner for Colored Concrete: Lithochrome Floor Cleaner by L.M. Scofield Company.
6. Sealer for Color Stained Concrete: As recommended by color stain manufacturer, Diversity "Plaza Plus 4168" by SC Johnson Company.

I. Curing Materials:

1. Concrete curing compound shall conform to the requirements of ASTM C309 Type 1-D (clear or translucent with a fugitive dye), Class B (Resin Type Only), except the loss of water shall not exceed 0.15 kilograms per square meter in 24 hours nor 0.45 kilograms per square meter in 72 hours when tested in accordance with ASTM C 156. The CONTRACTOR shall provide, when requested by the ENGINEER, certified copies of vendor's test report showing compliance with ASTM C 309 and these specifications. The testing and the report shall be supplied without cost to the Agency. All compounds shall be furnished by the CONTRACTOR in sealed original containers labeled in accordance with ASTM C 309 and with the date of manufacture.
2. Polyethylene sheet for use as concrete curing blanket shall be white and conform to ASTM C 171. The loss of moisture when determined in accordance with the requirements of ASTM C 156 shall not exceed 0.055 grams per square centimeter of surface.
3. Polyethylene-coated burlap for use as concrete curing blanket shall conform to ASTM C 171. The loss of moisture, when determined in accordance with the requirements of ASTM C 156, shall not exceed 0.055 grams per square centimeter of surface.

J. Expansion Joint Filler Material

1. Curb & Gutter: Nonextruding and Resilient Filler: Celotex "Flexcell", or approved equal, 1/4-inch thick material conforming to ASTM D 1751.
2. Concrete Walk and Slab: Joint filler material shall be preformed expansion joint filler conforming to the requirements of ASTM D994. A Certificate of Compliance for the joint filler material shall be furnished to the Engineer. The certificate shall be accompanied with a certified test report of the results of the required tests performed on the joint filler material within the previous 12 months prior to proposed use. The certificate and accompanying test report shall be provided for each lot of joint filler material prior to use on the project.
3. Silicone Joint Sealant: Premium-grade, high-performance, moisture-cured, single-component, polyurethane-based, non-sag elastomeric sealant. Meets Federal specification TT-S-00230C. Meets ASTM C-920, Type S, Class 25 or 35; Grade NS, Use T or NT, Shore A Hardness (21 day) 35-45. A Certificate of Compliance for the silicone sealant shall be furnished to the Engineer. The Certificate shall also be accompanied with a certified test report of the results of the required tests performed on the sealant material within the previous 12 months prior to proposed use. The Certificate and accompanying test report shall be provided for each lot of silicone joint sealant prior to use on the project.
  - a) Sika Corporation, Sikaflex-1A.
  - b) Tremco, Inc., Dymonic.
  - c) Tremco, Inc., Vulkem 116.
  - d) Bostik Construction Products Div., Chem-Calk 900.

K. Related Materials: As follows:

1. Damp-proofing agent shall be an asphalt emulsion, such as [Sonneborn Hydrocide 660], [Flintkote C-13-E Foundation Coating], or equal.
2. Epoxy adhesives shall be the following products for the applications specified:
  - a) For bonding freshly-mixed, plastic concrete to hardened concrete, [Sikadur Hi-Mod Epoxy Adhesive, as manufactured by Sika Chemical Corporation]; [Concresive 1001-LPL, as manufactured by Adhesive Engineering Company]; or equal.

- b) For bonding hardened concrete or masonry to steel, [Colma-Dur Gel], [Sikadur Hi-Mod Gel], or equal.
- L. Flatwork Mix Design: At a minimum, concrete for all flatwork shall conform to the Standard Specifications for Public Works Construction, Section 201-1.1.2, mix class 560-C-3250.
  - 1. Compressive Strength: minimum of 3250 psi at 28 days compressive strength.
  - 2. Water-Cement Ratio: 0.55 maximum gal/sack.
  - 3. Slump Limit: 4 inches at point of placement.
  - 4. Cement per cu yard (sacks): 6.0 (minimum).
  - 5. Air Content: 4% +/- 1% percent
- M. Curbs & Cast-In-Place Trench Drain Mix Design: At a minimum, concrete for curbs the cast-in-place trench drain shall conform to the Standard Specifications for Public Works Construction, Section 201-1.1.2, mix class 520-C-2500:
  - 1. Compressive Strength: minimum of 2,500 psi at 28 days compressive strength.
  - 2. Water-Cement Ratio: 0.65 maximum gal/sack.
  - 3. Slump Limit: 4 inches at point of placement.
  - 4. Cement per cu yard (sacks): 5.5 (minimum).
  - 5. Air Content: 4% +/- 1% percent.
- N. Slurry Mix Design:
  - 1. Compressive Strength: 100 psi at min. 28 days compr. strength.
  - 2. Slump Limit: 5 inches at point of placement.
  - 3. Cement per cu yard (sacks): 1.0
  - 4. Aggregate Gradation: "E" per S.S.P.W.C. table 201-1.3.2(A).
  - 5. Air Content: 4% +/- 1% percent.
- O. Concrete Splash Block: Pre-cast reinforced concrete splash block, 12" x 24", Christy Concrete Products Inc, ordering code M50SPB1, or approved equal. Contractor can view this product at the following web site: [http://www.christyconcrete.com/html/splash\\_blocks.html](http://www.christyconcrete.com/html/splash_blocks.html)
- P. CAST-IN-PLACE DETECTABLE / TACTILE WARNING SURFACE TILES
  - 1. Manufacturers:
    - a) Engineered Plastics Inc.; Product Armor-Tile.
    - b) ADA Solutions, Inc.; Product Cast-In-Place Composite Paver Tiles.
  - 2. Composite of resins, pigments, and anti-slip aggregate with integral stabilizers to inhibit ultraviolet deterioration.
  - 3. Test Results:
    - a) Water Absorption: ASTM D570; 0.50% maximum.
    - b) Static Coefficient of Friction: ASTM C1028; 0.80 minimum, wet or dry.
    - c) Compressive Strength: ASTM D695; 18,000 psi minimum.

- d) Tensile Strength: ASTM D638; 10,000 psi minimum.
  - e) Flexural Strength: ASTM C293; 24,000 psi minimum.
  - f) Flame Spread: ASTM E84; 25 maximum.
  - g) Salt Spray Resistance: ASTM B117; No measurable effect after 100 hours exposure.
4. Wear Surface: Durable, slip-resistant material having a surface texture composed of raised, truncated domes in a staggered pattern with a diameter of nominal 0.9 inch at the base tapering to 0.45 inch at the top, a height of nominal 0.2 inch, and a center-to-center spacing of nominal 2.35 inches in compliance with Figure 11B-23A of the 2007 California Building Code, Title 24, Part 2, Volume 1 of 2.
  5. The detectable warning shall contrast visually with adjoining surfaces, either light on dark or dark on light. The material used to provide contrast shall be an integral part of the walking surface. Warning surfaces shall differ from adjoining walking surfaces in resiliency or sound on cane contact. This surface shall be reserved for warning.
  6. Color: Homogenous throughout panel; Federal Yellow conforming to Color No. 33538 in Federal Standard No. 595B, Table IV. Contrast between color value of panels and color value of surrounding surface shall be at least 70%.
  7. Shape: Individual panels 24" square or 24" x 36" rectangular, with ribs below surface and around perimeter of panels. Dome pattern shall ensure that spacing and orientation is maintained between adjacent panels.
  8. Accessories:
    - a) Sealant: Type E traffic-grade sealant. Refer to Division 07.
    - b) Dowels: ASTM A615; Steel, unfinished; 3/8 inch diameter, 21 inch long.

### PART 3 - EXECUTION

#### 3.1 PREPARATION OF SURFACES FOR CONCRETING

- A. General: Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.
- B. Subgrade Preparation:
  1. Concrete flatwork shall be constructed on top of at least eighteen (18) inches of sandy soil. Sandy soil shall have an expansion index less than 10 and be approved for use by the Geotechnical Engineer.
  2. In areas subject to pumping during construction, a layer of geogrid (Tensar BX1200 or approved equal) shall be placed over the entire subgrade. A minimum overlap of one foot, at each direction, shall be provided for the geogrid.
  3. Prior to placing the 18 inches of sandy soil, the exposed bottom native surface must be scarified to the recommended depth of 8" (inches), moisture conditioned to achieve optimum moisture content and then re-compacted to a minimum 90 percent relative compaction before any fill materials are placed.
- C. The compacted surface shall be firm, hard and unyielding. The term "firm, hard and unyielding" as used in S.S.P.W.C. Section 301-1.3 shall mean that when the heaviest construction and hauling equipment used on the project drives over the subgrade, no permanent deformation shall occur either before or during pavement construction. On areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the subgrade condition.

- D. The above subgrade preparation recommendations are based on the assumption that soils encountered during field exploration are representative of soils throughout the site. However, there can be unforeseen and unanticipated variations in soils between points of subsurface exploration. For this reason, the actual scarification or over-excavation depths will have to be determined on the basis of in-grading observations and testing performed by representatives of the project geotechnical consultant.
- E. A California Licensed Surveyor (LS) must provide grade stakes and elevations for the Geotechnical Engineer to verify that the over-excavation depths, shown on the construction drawings for concrete pavement structural sections, have been achieved prior to re-compaction.
- F. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the ENGINEER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting followed by thorough washing. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.
- G. Embedded Items: No concrete shall be placed until all formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and ACCEPTED by the INSPECTOR at least 24 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.
- H. All inserts or other embedded items shall conform to the requirements herein.
- I. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown or by shop drawings and shall be acceptable to the INSPECTOR before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.
- J. Where concrete is to be cast against old concrete, (greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by sand-blasting, exposing the aggregate. In concrete shear-walls, suspended slabs and roof slabs, the interface surface at construction joints shall be roughened to a full amplitude of one quarter inch. The hardened surface shall be cleaned of all latent foreign material and washed clean, prior to the application of an epoxy bonding agent.
- K. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the ENGINEER.
- L. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2-inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.
- M. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.
- N. Anchor bolts shall be accurately set, and shall be maintained in position by templates while being embedded in concrete.
- O. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

### 3.2 HANDLING, TRANSPORTING, AND PLACING

- A. General: Placing of concrete shall conform to the applicable requirements of ACI 301 and the requirements of this Section.
- B. The total elapsed time between the addition of water at the batch plant and the completion of the discharge of the P.C.C. from the mixer shall not exceed 90 minutes. All P.C.C. remaining in the mixer after said 90-minute time limit shall be rejected and removed from the project site.
- C. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the CONTRACTOR.
- D. Whenever batch trucks or other paving equipment cause rutting of the subgrade or subbase in concrete placement areas, inspectors shall immediately stop construction. Construction shall not be allowed to resume until distorted subgrade or subbase is repaired. Contractors and inspectors should locate by proof rolling, any questionable unstable areas in advance to avoid distortion under equipment. Wet, unstable areas must be dried out or replaced before starting placement of asphalt. Locating wet or soft areas in advance can be accomplished by testing finished subgrade or subbase with a loaded truck. Construction of concrete pavement should not proceed unless testing gives a reasonable indication that distortions will not occur during construction of overlying pavement. When repair, aeration, and recompaction are required to correct damage from Contractor's operation, all necessary repair will be done at Contractor's expense. However, if the Engineer determines that additional depth of aeration and recompaction are needed, that should be paid by change order.
- E. All pull boxes, meter boxes, valve covers and manholes shall be adjusted to proposed finish grade prior to placement of the P.C.C.
- F. Dowel Placement:
  - 1. Dowel bars shall be centered on the joint within a tolerance of  $\pm 2$  inches in the longitudinal direction directly over the contact joint or sawcut for the transverse weakened plane joints, as shown on the plans. Prior to placement of dowel bars, the Contractor shall submit to the Engineer a written procedure to identify the transverse weakened plane joint locations relative to the middle of the dowel bars and the procedure for consolidating concrete around the dowel bars.
  - 2. Dowel bars shall be placed at longitudinal joints as shown on the plans. Dowel bars shall be placed as shown on the plans by using mechanical insertion. When dowel bars are placed by mechanical insertion, the concrete over the dowel bars shall be reworked and refinished so that there is no evidence on the surface of the completed pavement that there has been any insertion performed. When drill and bonding of dowel bars is performed at contact joints, a grout retention ring shall be used.
- G. Concrete shall not be placed until the forms and reinforcement have been inspected, all preparations for the placement have been completed, and the preparations have been checked by the project inspector, all subject to the observation of the engineer or architect.
- H. Casting New Concrete Against Old: An approved epoxy adhesive bonding agent shall be applied to the old surfaces according to the manufacturer's written recommendations. This provision shall not apply to joints where waterstop is installed.
- I. Conveyor Belts and Chutes: All ends of chutes, hopper gates, and all other points of concrete discharge throughout the CONTRACTOR'S conveying, hoisting and placing system shall be so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the INSPECTOR. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered. Sufficient illumination shall be provided in the interior of all forms so that the concrete at the places of deposit is visible from the deck or runway.

- J. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.
- K. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in weather during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.
- L. Cold Weather Placement: Earth foundations shall be free from frost or ice when concrete is placed upon or against them. Fly ash concrete shall not be placed when the air temperature falls below 50 degrees F.
- M. A transverse construction joint shall be constructed, including dowel bars, at the end of each day's work or where concrete placement is interrupted for more than 30 minutes, to coincide with the next contraction joint location. If sufficient concrete has not been mixed to form a slab to match the next contraction joint, when an interruption occurs, the excess concrete shall be removed and disposed of back to the last preceding joint. The cost of removing and disposing of excess concrete shall be at the Contractor's expense. Excess material shall become the property of the Contractor and shall be disposed of. A metal or wooden bulkhead (header) shall be used to form the joint. The bulkhead shall be designed to accommodate the installation of dowel bars.
- N. Float Finish: Begin floating when bleed water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surfaces to true planes within a tolerance of 1/4 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. The finished surface shall be free from humps, sags, blemishes or other irregularities. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.
- O. Broom Finish Type:
1. Medium Broom Finish required on surfaces up to 6% slope: Draw a soft bristle broom across concrete surface, perpendicular to line of traffic, to provide a uniform fine line texture.
  2. Ramps/ Slopes over 6%: Provide a heavy broom finish by striating surface 1/16 inch to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- P. Joints:
1. Joints: Joints in concrete curb, gutter, and walk shall be designated as expansion joints and weakened plane/score joints. Joints for concrete flatwork shall be provided every ten (10) feet or less. Expansion joints for swales, curbs / curb & gutter shall be placed at no greater than 30 feet on center or as indicated on construction drawings.
    - a) Expansion Joints: Provide 1/2" premolded joint filler, material meeting Section 2.11 herein. Construct expansion joints in conformance with Standard Specification Section 303-5.4.2 and the details on the construction documents.
      - 1) Extend expansion joint fillers full-width and depth of joint, and 1/4" below finished surface where joint filler is indicated. If no joint sealer is called for, place top of premolded joint filler flush with top of concrete or curb.
      - 2) Where silicone joint sealer is noted on the construction documents, the premolded joint filler strips shall be placed 1" below the surface of the concrete or curb, the full width of the expansion joint. The remainder of all joints shall be filled to within 1/4" below the surface of the concrete with the silicone joint sealant.

- 3) Provide expansion joint filler strips, with elastomeric sealer, between p.c.c. walk and curb, p.c.c. walk and buildings, & p.c.c. walk and retaining walls and at locations noted on the construction documents. The depth of the filler strip shall be the depth of the p.c.c. walk plus 1 inch with the top set flush with the specified grade of the top of curb or walk.
- b) Contraction Joints:
- 1) Contraction joints in site work concrete shall comply with Standard Specification Section 302-6.5.4, except that the configuration of the joint, shall be as indicated on the construction documents.
  - 2) Contraction joints in concrete curbs, sidewalks and gutters shall comply with Standard Specification Section 303-5.4.3, except that the joint configuration shall be as indicated below.
  - 3) Location: As shown on construction documents, but in any case not more than ten (10) feet O.C. both ways in concrete sidewalks. In swales and gutters, including gutter integral with curb, joints shall be at regular intervals not exceeding ten (10) feet. Where integral curb and gutter is adjacent to concrete pavement, the joint shall be aligned with the pavement joints where practical.
- Q. Protection: In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control film. Apply according to manufacturer's instructions after screeding and bull floating, but before floating.

### 3.3 LIGHT STANDARD BASES, FLAGPOLE BASES, POST BASES AND SIMILAR SITE STRUCTURES

- A. Forms: Suitable material and type, size, shape, quality and strength to insure construction as designed, true to line and sufficiently rigid to resist deflection during placing of concrete. Clean forms of all dirt, mortar and foreign matter before use.
- B. Reinforcement: Place accurately and hold in position, using metal chairs, spacers, metal hangers, supporting wires and other devices of sufficient strength to resist crushing under full load. Clean reinforcing steel of mortar, oil, dirt, loose mill scale loose or thick rust and coatings.
- C. Coordinate installation of conduits, cast in place items and other inserts.
- D. Finish: Grind or sack as required as determined by the Architect to produce a smooth, straight, plumb and acceptable finish without burrs or form marks. For horizontal surfaces: provide float finish.
- E. Curing: Cure surfaces utilizing one of the following methods:
  1. Spraying: Spray water over slab areas and maintain wet for 7 days.
  2. Spread polyethylene film over slab areas, lapping edges and sides, minimum 6 inches and sealing with pressure sensitive tape; cover with plywood or otherwise protect film from damage; maintain in place for 7 days.
  3. Apply liquid curing compound at rate of 200 square feet per gallon, using power sprayer equipped with agitator. Do not apply liquid curing compound to surfaces scheduled to receive paving units or finish of any kind.

### 3.4 TAMPING AND VIBRATING

- A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8000 to 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.



- B. Care shall be used in placing concrete around waterstops. The concrete shall be carefully worked by rodding and vibrating to make sure that all air and rock pockets have been eliminated. Where flat-strip type waterstops are placed horizontally, the concrete shall be worked under the waterstops by hand, making sure that all air and rock pockets have been eliminated. Concrete surrounding the waterstops shall be given additional vibration, over and above that used for adjacent concrete placement to assure complete embedment of the waterstops in the concrete.
- C. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

### 3.5 CURING

- A. Comply with 2010 California Building Code, Title 24, Part 2, Volume 2, Section 1905A.11.
  - 1. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- B. Curing Methods: Perform curing of concrete by curing as herein specified.
  - 1. Provide moisture-curing by the following methods:
    - a) Keep concrete surface continuously wet by covering with water.
    - b) Continuous water-fog spray.  
Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4 inch lap over adjacent absorptive covers.
  - 2. Provide curing and sealing compound to exposed exterior slabs, walks, and curbs, as follows:
    - a) Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Re-coat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - b) Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid, floor hardener, waterproofing, dampproofing, membrane roofing, flooring (such as ceramic or quarry tile, glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to Architect.
- C. Concrete slabs and paving shall be properly cured and protected against damage and defacement of nature during construction operations. If weather is hot or surface has dried out, spray surface with fine mist of water starting not later than two hours after final troweling. Surface of finish shall be kept continuously wet for at least ten days. Wetting is considered emergency work and shall be performed on weekends and holidays if necessary.
- D. The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the Owner. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR'S expense. Exclude traffic from concrete paving for at least 7 days after placement.

- E. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

### 3.6 PUMPING OF CONCRETE

- A. General: If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
- B. Pumping Equipment: The pumping equipment must have 2 cylinders and be designed to operate with one cylinder only in case the other one is not functioning. In lieu of this requirement, the CONTRACTOR may have a standby pump on the site during pumping.
- C. The minimum diameter of the hose (conduits) shall be 4-inches.
- D. Pumping equipment and hoses (conduits) that are not functioning properly, shall be replaced.
- E. Aluminum conduits for conveying the concrete will not be permitted.
- F. Proportioning: Minimum compressive strength, cement content, and maximum size of aggregates shall be as specified herein.
- G. Gradation of coarse aggregates shall conform to ASTM C 33 and shall be as close to the middle range as possible.
- H. Gradation of fine aggregate shall conform to ASTM C 33, with 15 to 30 percent passing the number 50 screen and 5 to 10 percent passing the number 100 screen. The fineness modulus of sand used shall not be over 3.00.
- I. Water and slump requirements shall conform to the requirements of this Section.
- J. Cement and admixtures shall conform to the requirements of this Section.
- K. Field Control: Concrete samples for slump per ASTM C 143 and test cylinders per ASTM C 31 and C 39.

### 3.7 CAST IN PLACE DETECTABLE / TACTILE WARNING SURFACE TILE

- A. Place at accessible stalls and path of travel, provide tactile warning lines of domes in compliance with 2010 California Building Code Section 1133B.8.5.
- B. Examine formwork, subgrade or substrate, and reinforcing layout to ensure that panel installation will occur during placement of concrete without interruptions or rejected concrete work. Verify that filler strips for expansion joints are placed where required at perimeter of area to receive detectable warnings.
- C. Place concrete for entire section to contain detectable warnings at the same time panels are installed. Immediately after placing concrete, string lines to ensure accurate slope or grade of installed panels, and correct alignment perpendicular or parallel to known reference points.
- D. Place panels true to platform or ramp edge, and to each other. Locate panels within entire area indicated on Drawings. When necessary, cut panels to fit area with sharp tools to straight and true lines. Ease over all edges and remove all burrs from cut tiles.
- E. If manufacturer's recommendations indicate dowels to ensure embedment of panels, install dowels as recommended by manufacturer.
- F. Tamp or vibrate panels into wet concrete until panels are flush with adjacent surfaces and true to finished slope or grade. Base of truncated dome shall be flush with adjacent surfaces to ensure proper drainage and without trip hazards, within a 1/16 inch tolerance. Make all adjustments while concrete is still plastic and secure or weight panels only as necessary to ensure they remain in proper position.
- G. Set adjacent tiles tight to each other, ensuring that no concrete is trapped between panels or between the perimeter of the panels and any surrounding formwork.
- H. Trowel edge of concrete around panels to 1/8" radius.

- I. Do not walk on panels or set any other unnecessary loads on panels until concrete has cured at least 24 hours. Do not rock panels into place.
- J. Remove any protective coatings on the surface of the panels. Clean all debris and markings from face of panels.
- K. When all concrete around panels is complete, install sealant to fill any expansion joints around panels where indicated on Drawings. Fill any voids around panels with sealant until flush with bottom of 1/8" troweled edging.

### 3.8 TREATMENT OF SURFACE DEFECTS

- A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall have them repaired as specified herein. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced.
  - 1. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.
- B. Defective surfaces to be repaired shall be cut back from true line a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32-inch depth of the surface film from all hard portions, by means of an efficient sandblast. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces under repair will remain moist, but not so wet as to overcome the suction upon which a good bond depends. The material used for repair purposes shall consist of a mixture of one sack of cement to 3 cubic feet of sand. For exposed walls, the cement shall contain such a proportion of Atlas white portland cement as is required to make the color of the patch match the color of the surrounding concrete.
- C. Holes left by tie-rod cones shall be reamed so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with non-shrink grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed but shall be repaired in an approved manner with non-shrink grout.
- D. All repairs shall be built up and shaped in such a manner that the completed work will conform to the requirements of this Section, as applicable, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.
- E. Prior to filling any structure with water, all cracks that may have developed shall be repaired to the satisfaction of the ENGINEER. This repair method shall be done on the water bearing face of members. Prior to backfilling, faces of members in contact with fill, which are not covered with a waterproofing membrane, shall also have cracks repaired as specified herein.
- F. The finished surface shall be free from humps, sags, blemishes or other irregularities.

### 3.9 FIELD QUALITY CONTROL

- A. Correction of Mix Design for Failed Concrete Tests: If the compressive cylinder strength test for in place PCC yields test results below the specified 28-day PCC compressive strength and the Engineer determines a corrective change is necessary, the Contractor shall, at its own expense, make corrective changes in the mix proportions. The Engineer shall approve the changes in the mix proportions or PCC placement procedures, before any additional PCC is placed on the job.

- B. Flood Tests: Before final acceptance, and after concrete has thoroughly cured, all concrete pavement, including swales and curb & gutter, shall be water tested to ensure proper drainage as directed by the Inspector. The Contractor shall provide water for this purpose. The flooding shall be done by water tank truck. Concrete work where water ponds and does not run off in a reasonable amount of time (1-hour), shall be removed to the nearest score or joint line and replaced to provide proper drainage. Full compensation for complying with this requirement shall be considered as included in the Contract Unit Price for cement concrete pavement.

### 3.10 OFF-SITE CONCRETE WORK

- A. Concrete driveway aprons, street sidewalks, curbs and gutters, etc., indicated to be constructed outside of property lines shall conform to the standards and specifications of the public agency having jurisdiction and shall be subject to inspection by its representative. The CONTRACTOR shall obtain and pay for necessary permits and inspection fees. The Owner shall reimburse the Contractor for said permits and all necessary inspection fees.

### 3.11 CARE AND REPAIR OF CONCRETE

- A. General: The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the Owner. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR'S expense.
- B. The contractor shall barricade and protect placed Portland Cement Concrete from all damage, marks, mars and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored or defective shall be replaced at the contractor's expense.

END OF SECTION

## PAVEMENT REPAIR

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Provisions of Division 01 apply to this section.
- B. Section Includes:
  - 1. Bituminous Surfacing Repair: Areas removed for utility trenches, heaved by tree roots, cracked areas, protruding areas where pavement meets hard surfaces, depressed areas, holes and areas around new structures, and raveled bituminous pavement.
  - 2. Concrete Pavement Repair: Areas heaved by tree roots, cracked areas, holes and trenches, and areas around new structures.
- C. Related Sections:
  - 1. Division 31: Earthwork.
  - 2. Division 31: Base Course.
  - 3. Division 32: Site Concrete Work.

#### 1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating areas to be repaired.
- B. Product Data: Submit manufacturer's technical data for materials and products.

#### 1.03 QUALITY ASSURANCE

- A. Comply with Standard Specifications for Public Works Construction, current edition.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Materials specified in Division 31: Base Course.
- B. Materials specified in Division 32: Site Concrete Work.

#### 2.02 HEADERS AND STAKES

- A. Headers: Redwood, Construction Heart Grade, size 2 x 6, unless otherwise indicated on Drawings.
- B. Stakes: 2 x 4 redwood or 2 x 3 Douglas fir, Construction Grade.

- C. Nails: Common, galvanized, 12d minimum.

## 2.03 SLURRY

- A. Cement-sand slurry; minimum one sack of cement per cubic yard of mixture.

## PART 3 - EXECUTION

### 3.01 PAVEMENT REMOVAL

- A. Remove bituminous and concrete pavement in accordance with applicable provisions of Section 300 - Earthwork of the Standard Specifications for Public Works Construction.
- B. Pavement Heaved By Roots: Remove pavement to limits of distortion and expose roots. Trim roots to provide at least 12 inches clearance to pavement.
- C. Remove protruding bituminous surfaces flush with the surrounding grade using a suitable tool or equipment so that adjacent finishes are not blackened.
- D. Remove raveled and depressed bituminous pavement to limits indicated or required.
- E. Saw cut existing improvements, trim holes and trenches in bituminous and concrete pavement to permit mechanical hand tampers to compact the fill.
- F. Remove broken concrete by saw cutting. If the required cut line is within 30 inches of a score or joint line or edge, cut and remove to the score, joint line, or edge.

### 3.02 HEADERS

- A. Install headers along edge of bituminous surfacing abutting turf, earth, or planting area, unless indicated otherwise.
- B. Install headers so the bottom surface has continuous bearing on solid grade. Where excavation for headers is undercut, thoroughly tamp soil under the header. Compact backfill on both sides of header to the density of the adjacent undisturbed grade.
- C. Fasten headers in place with redwood or Douglas fir stakes of length necessary to extend into solid earth a minimum of 12 inches. Stakes shall be of sound material, neatly pointed, driven vertically, and securely nailed to headers. Space stakes, not to exceed 4 feet on centers with top of stakes set one inch below top of header. Provide a minimum of 2-12d galvanized common nails through each stake.
- D. Remove existing headers where new surfacing is installed adjacent to existing surfacing.
- E. Install temporary headers at transverse joints of paving where continuous paving operations are not maintained.
- F. Provide additional stakes and devices as required to fasten headers.

3.03 BASE COURSE

- A. Unless otherwise indicated, base course shall be crushed aggregate base, fine grade, 3 inches thick or equal to thickness of the existing base, whichever is greater.
- B. Fill grade and compact as specified in Division 31: Grading.

3.04 CLEANING

- A. Remove all stains on the Project site and adjacent properties caused by or attributed to the Work of this section.
- B. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

## BASE COURSE

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Furnishing and placing of base material.

#### 1.02 RELATED SECTIONS

- A. Division 31: Site Clearing.
- B. Division 31: Earthwork.
- C. Division 31: Soil Treatment.
- D. Division 32: Site Concrete Work.
- E. Division 32: Bituminous Surfacing

#### 1.03 REFERENCE STANDARDS

- A. Standard Specifications for Public Works Construction, current edition.

### PART 2 - PRODUCTS

#### 2.01 UNTREATED BASE MATERIALS

- A. The following base materials are classified, in order of preference, in conformance with the requirements of Standard Specifications for Public Works Construction: Section 200 - Rock Materials.
  - 1. Crushed aggregate base or crushed slag base.
  - 2. Crushed miscellaneous base.
  - 3. Processed miscellaneous base.
  - 4. Select sub-base.
  - 5. Disintegrated Granite Base: Conforming to requirements of the Standard Specifications for Public Works Construction: Section 400 - Alternate Rock Products, Asphalt Concrete, Portland Cement Concrete and Untreated Base Material.
- B. Substitution of a higher classification of grade base materials than specified will not entitle Contractor to an adjustment in Contract sum.

#### 2.02 MATERIAL APPROVAL

- A. Material supplied shall be approved by the District Inspector, prior to placing.



PART 3 - EXECUTION

3.01 INSTALLATION

- A. Spread, level, moisten, and roll or tamp base material in layers not exceeding 4" in thickness.  
Use  
2 tandem power roller weighing not less than 8 tons. Continue cutting or filling, watering and rolling until the surface is hard and true to grade and cross section; until it is firm and ceases to "creep" in front of roller, and the relative compaction is at least 95%.
- B. Grade base course to elevations indicated on Drawings, ready to receive soil treatment and surfacing, in accordance with Earthwork: Division 31.

END OF  
SECTION