

**TABLE OF**  
**CONTENTS FOR**  
  
**E-RATE WIRELESS EQUIPMENT**  
**FOR**  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

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ATTACHMENTS - These forms may be downloaded from our website at:  
<http://www.sccoe.org/depts/purchasing/required-docs.asp>.

- (a) Affirmative Action
- (b) Nondiscrimination by Supplier
- (c) Workers Compensation
- (d) Sub-Contractors List
- (e) Non-collusion Declaration

NOTE: The Table of Contents is to be made a part of the above referenced proposal.

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Josephine Dy-Liacco  
Supervisor –  
Purchasing Services

**INSTRUCTIONS AND CONDITIONS**  
**FOR**  
**E-RATE WIRELESS EQUIPMENT**  
**FOR**  
**THE SANTA CLARA COUNTY OFFICE OF EDUCATION**

NOTICE IS HEREBY GIVEN that The Santa Clara County Office of Education (SCCOE), San Jose, California, hereinafter referred to as the SCCOE, will receive up to, but no later than, **Monday, February 3, 2025 at 3:00PM**, sealed proposals for the purchase of: Lit or Dark Fiber Services.

Proposals shall be received in the office of the Supervisor – Purchasing Services, Josephine Dy-Liacco of the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131.

The Santa Clara County Office of Education reserves the right to reject any or all proposals and to waive any informality in the proposal process.

The Santa Clara County Office of Education reserves the right to extend the Proposal due date by one (1) week if one or zero proposals are received by the original due date.

**QUESTIONS AND ANSWERS**

All questions regarding this RFP are due on or before **Monday, December 30, 2024** at 4:00 p.m. via email to: [Erate@SCCOE.org](mailto:Erate@SCCOE.org) with the subject line of “E RFP 02\_25\_26 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website **Monday, January 6, 2025** at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx> for updates or addenda.

**PREPARATION OF PROPOSAL**

The County Office of Education is requesting three (3) copies of the proposals be submitted. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. Any RFP documents, letters and materials submitted by the vendor shall be binding and included as part of the final contract. Unauthorized conditions, limitations, or provisions attached to this RFP may render it informal and may cause its rejection.

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

**SIGNING OF PROPOSALS**

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

#### QUALIFICATIONS

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

#### ASSIGNABILITY

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

#### COMPLIANCE WITH STATUTE

Consultant hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

#### PROPOSAL RESULTS

Proposal results are available for inspection in the Purchasing Office, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131 upon execution of contract to the successful vendor.

#### PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

#### MODIFICATIONS

No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the proposer was placed in the mail prior to the proposal opening.

#### ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

#### ALTERATION OR VARIATION OF TERMS

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

#### WITHDRAWAL OF PROPOSALS

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

### LISTING SUBCONTRACTORS

Each firm shall include with the sealed proposal a list of the proposed subcontractors on this project. Forms for this purpose are furnished with the contract documents.

### AFFIRMATIVE ACTION

1. The proposer shall comply with the Santa Clara County Office of Education Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially Section 12, Contract Compliance (a copy of this section attached hereto).
2. A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Manager, General Services Department, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131.
3. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

### WAGE SCALE

The SCCOE has determined the general prevailing rate per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful proposer, to be as adopted by the Board of Supervisors of Santa Clara County.

### WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to employees. Contractor shall sign and file with SCCOE the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provision before commencing the performance of the work of this contract." The certificate is included herein.

Per Diem is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time and one-half.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor hereunder, to pay not less than the said specified rates to all workers employed in execution of the contract.

As a federally funded project, all work is subject to the Davis Bacon Act and the Copeland Act. As such, the successful contractor shall be required to pay prevailing wages as identified by the Department of Labor's Code of Federal Regulations (CFR), Title 29, Part 5.5 and shall be required to submit weekly certified payroll reports to the SCCOE's Purchasing Department.

### INSURANCE REQUIREMENTS

For onsite maintenance purposes, the successful vendor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000;
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000;
3. Property Damage Insurance in an amount not less than \$500,000;
4. Worker's Compensation Insurance in an amount adequate to cover all employees;
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000;
6. Automotive and truck where operated in amounts as above.
7. The General Liability insurance policy is required to be endorsed to contain the following provisions:  
*"The SCCOE, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement."*
8. If at any time any of the foregoing policies becomes unsatisfactory to the SCCOE as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the SCCOE, the Consultant shall, upon notice to that effect from the SCCOE, promptly obtain a new policy, and shall submit the same to the SCCOE for approval with the appropriate certificates and endorsements.
9. Consultant will pay all fines and penalties that are a result of their errors and omissions.

### PROOF OF CARRIAGE OF INSURANCE

Company shall not commence work nor shall company allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by SCCOE:

1. Certificates and insurance policies shall include the following clause:  
*"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice have been mailed to SCCOE stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."*
2. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

### COUNTY OFFICE OF EDUCATION RIGHTS AND OPTIONS

The Santa Clara County Office of Education (SCCOE) reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to accept or reject any and all proposals (in whole or portions) without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate the County Office of Education to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

### ERRORS AND OMISSIONS

If prior to the date fixed for submission of proposals, an ambiguity, conflict, discrepancy, omission, or error in the RFP or any of its exhibits is discovered by a consultant, and such is made known to SCCOE, the SCCOE may make corrections or clarifications by addenda. SCCOE will give written notice to all parties who have been furnished this RFP for proposal purposes without divulging the source of the

request. Consultant shall propose at consultant's own risk, and if consultant is awarded the contract, consultant shall not be entitled to additional compensation or time by reason of any error that is later discovered that had not been specifically corrected by addenda.

#### ADDENDA

The SCCOE may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties who have been furnished the RFP for proposal purposes. Addenda will be numbered consecutively as a suffix to the RFP.

#### CONSULTANT'S COST

Costs for developing proposals and participating in the selection process are entirely the responsibility of the consultant and shall not be payable by the SCCOE.

#### WITHDRAWAL/MODIFICATION OF PROPOSALS

A proposal may be withdrawn after submission by written or facsimile request signed by an authorized representative of the consultant prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

#### ERRORS IN PROPOSAL RESPONSES

If errors are found in a proposal, the SCCOE may reject the proposal; however, the SCCOE may, at its sole option, correct arithmetic or transposition errors or both, on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the consultant (if awarded the Agreement), the consultant will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

#### EVIDENCE OF RESPONSIBILITY

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

#### INVESTIGATION TO QUALIFY CONSULTANTS

SCCOE may make such investigations as deemed necessary to determine the ability of the consultant to perform the work, and the consultant shall furnish to SCCOE all such information and data for this purpose as requested by SCCOE. The SCCOE reserves the right to reject any proposal if the evidence submitted by, or investigation of, such consultant fails to satisfy the SCCOE that such consultant is properly qualified to carry out the obligations of the Agreement and to complete the work specified.

#### CANCELLATION OF SOLICITATION

This solicitation does not obligate the SCCOE to enter into an agreement. The SCCOE retains the right to cancel this RFP at any time. No obligation either expressed or implied exists on the part of SCCOE to make an award or to pay any cost incurred in the preparation or submission of a proposal, even for cancellation of solicitation.

PROPOSALS BECOME THE PROPERTY OF SCCOE

All materials, ideas, and formats submitted in response to this RFP become the property of SCCOE, and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. SCCOE reserves the right to make use of any information or ideas contained in the proposal.

AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:

- Cost – 40%
- Extent of positive experience with District and/or other Public Agencies in California (including references) – 30%
- Warranty – 10%
- Quote preparation, thoroughness and responsiveness to RFP requirements – 10%
- Terms of Service and Implementation Timeline – 10%

2. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

EXTENDING CONTRACT TO OTHER PUBLIC AGENCIES

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government, school district or publicly funded agencies. All terms and conditions specified herein shall apply. Any or all necessary references to applicable Education Code, Public Contract Code, or other legal references in order to provide “piggyback”, or cooperative purchase capabilities, are hereby referenced and included.

**SPECIFICATIONS and PROPOSAL FORM**  
**FOR**  
**E-RATE WIRELESS EQUIPMENT**  
**FOR**  
**THE SANTA CLARA COUNTY OFFICE OF EDUCATION**

**SCOPE**

The SCCOE is seeking proposals from Responders to provide WIRELESS EQUIPMENT that is E-Rate eligible. The SCCOE is soliciting qualified contractors to submit plans which should include detailed billing and include hardware, configuration / installation, shipping, and taxes.

Vendor must be authorized and registered with the USAC (Universal Service Administrative Company) with valid SPIN and up-to-date Form 498 at time of services rendered.

**The COE's eligible Category Two Wireless Equipment includes (or equivalent):**

Part Number	Qty	Description	Erate % Eligible	I/C	B/M
S1F96A	12	HPE Aruba Networking AP-605H (US10) 2-Radio 3-Band 2x2 Wi-Fi 6E 1+4 ETH PSE USB 10-Pack Hospitality AP			
S0B62A	6	HPE Aruba Networking AP-605H (US) 2-Radio 3-Band Wi-Fi 6E 2x2 1+4 ETH PSE USB Hospitality AP			
S0J41A	126	HPE Aruba Networking AP-500H-MNTD2 RJ45 Ethernet Jack Desk Mount			
R7J28A	311	HPE Aruba Networking AP-635 (US) Tri-radio 2x2 802.11ax Wi-Fi 6E Internal Antennas Campus AP			
S0J40A	31	HPE Aruba Networking AP-MNT-MP10-U Campus AP 10-pack Universal Mount Bracket Kit [split order]			
S4K79A	1	HPE Aruba Networking AP-MNT-U Campus Access Point Type U Universal Mount Bracket Kit			
S0P50A	5	HPE Aruba Networking AP-675 (US) Tri Radio 2x2 Wi-Fi 6E Internal Omni-Directional Outdoor AP			
R9H97A	5	HPE Aruba Networking AP-OUT-MNT-V1A Outdoor AP Long Arm Pole/Wall Mounting Bracket			
S0P55A	2	HPE Aruba Networking AP-677 (US) Tri Radio 2x2 Wi-Fi 6E Internal Directional Outdoor AP			
R9H97A	2	HPE Aruba Networking AP-OUT-MNT-V1A Outdoor AP Long Arm Pole/Wall Mounting Bracket			

**REQUIREMENTS FOR CATEGORY TWO EQUIPMENT**

This section defines specifications for Category Two Equipment for the Santa Clara County Office of Education (SCCOE).

1. All plans proposed should include detailed billing.
2. The Start date of this project can be no earlier than April 1, 2025.
3. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the SCCOE and documented with new price sheet sent to the SCCOE Office.
4. All equipment/services costs must be new and included and identified separately.
5. Manufacturer must warrant all parts and equipment.



6. Vendor must be a certified reseller of parts and equipment.
7. Vendor must certify that their equipment is neither manufactured by, nor contains any components from, the list of vendors on "The Secure Networks Act".
8. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

**BASE PROPOSAL**

TO: THE SANTA CLARA COUNTY OFFICE OF EDUCATION

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with **E RFP 02\_05\_26** all in strict conformity with the specifications and other contract documents, including addenda nos. \_\_, and \_\_, on file at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

**The COE's eligible Category Two Wireless Equipment includes (or equivalent):**

Part Number	Qty	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
S1F96A	12	HPE Aruba Networking AP-605H (US10) 2-Radio 3-Band 2x2 Wi-Fi 6E 1+4 ETH PSE USB 10-Pack Hospitality AP					
S0B62A	6	HPE Aruba Networking AP-605H (US) 2-Radio 3-Band Wi-Fi 6E 2x2 1+4 ETH PSE USB Hospitality AP					
S0J41A	126	HPE Aruba Networking AP-500H-MNTD2 RJ45 Ethernet Jack Desk Mount					
R7J28A	311	HPE Aruba Networking AP-635 (US) Tri-radio 2x2 802.11ax Wi-Fi 6E Internal Antennas Campus AP					
S0J40A	31	HPE Aruba Networking AP-MNT-MP10-U Campus AP 10-pack Universal Mount Bracket Kit [split order]					
S4K79A	1	HPE Aruba Networking AP-MNT-U Campus Access Point Type U Universal Mount Bracket Kit					
S0P50A	5	HPE Aruba Networking AP-675 (US) Tri Radio 2x2 Wi-Fi 6E Internal Omni-Directional Outdoor AP					
R9H97A	5	HPE Aruba Networking AP-OUT-MNT-V1A Outdoor AP Long Arm Pole/Wall Mounting Bracket					
S0P55A	2	HPE Aruba Networking AP-677 (US) Tri Radio 2x2 Wi-Fi 6E Internal Directional Outdoor AP					
R9H97A	2	HPE Aruba Networking AP-OUT-MNT-V1A Outdoor AP Long Arm Pole/Wall Mounting Bracket					

Subtotal	
Taxes @ 7.25%	
Installation	
Shipping	
<b>Grand Total</b>	

DELIVERY

My best completion date is \_\_\_\_\_ calendar days after receipt of order.

TERMS

Cash terms (if applicable) \_\_\_\_\_ % \_\_\_\_\_ Days

FOB

Destination

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

**SUBMITTED BY**

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

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

CITY & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

USAC SPIN NUMBER: \_\_\_\_\_

FIRM NAME AS REGISTERED WITH USAC/SLD: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorized Agent)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Please Print)

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents and the document shall bear the corporate seal; if proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if proposer is an individual, his signature shall be placed above.

AFFIRMATIVE ACTION EMPLOYMENT PROGRAM

APPROVED: January 13, 1976  
BY: Santa Clara County Board of Education  
SECTION 12, CONTRACT COMPLIANCE

- 12.1 The Santa Clara County Office of Education will maintain a list of minority businesses and businesses operated by women that will ensure that such businesses receive solicitations for proposals.
- 12.2 The Santa Clara County Office of Education will maintain a list of minority and woman consultants and will ensure that they are afforded equal opportunity for contracts.
- 12.3 The Santa Clara County Office of Education will notify its vendors, suppliers, and other contractors of its affirmative action program.
- 12.4 The Santa Clara County Office of Education will require the inclusion of the following equal opportunity clauses as a condition of all contracts in excess of \$10,000.

During the performance of this contract, the contractor agrees as follows:

- 12.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, creed, color sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and a selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 12.4.2 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, physical handicap, sex, or national origin.
- 12.4.2 The contractor will show evidence of compliance with all provision of executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.4.3 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contractor may be declared ineligible for further contracts with this office.

CERTIFICATE OF NONDISCRIMINATION BY SELLER

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

We agree specifically:

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

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

TITLE OF OFFICER SIGNING: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SANTA CLARA COUNTY OFFICE OF EDUCATION  
1290 RIDDER PARK DRIVE  
SAN JOSE, CA95131-2398  
(408) 453-6860

**PROPOSAL QUESTIONNAIRE**

The Santa Clara County Office of Education is continually looking for ways to improve its proposal procedures. Your assistance would be greatly appreciated. Please complete this questionnaire and return it with your proposal. If you will not be proposing, please fold in three, staple and return to address above.

(Check all answers that apply)

1. How did you learn about this particular RFP? \_\_\_\_\_

\_\_\_\_\_

Personal contact from us? \_\_\_\_\_

\_\_\_\_\_

Other-*please specify*: \_\_\_\_\_

2. If you do not plan to propose, please explain why:

\_\_\_\_\_ Quantity too high/low.

\_\_\_\_\_ Cannot meet the specifications of the RFP.

\_\_\_\_\_ Not enough time allowed to complete RFP requirements

\_\_\_\_\_ Cannot meet the delivery date or the completion date.

\_\_\_\_\_ Cannot handle the order at this time.

\_\_\_\_\_ Proposal and/or Performance Bond requirements too high.

3. Do you have any suggestions on how to improve our proposal process and/or the specifications?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Name of Your Company: \_\_\_\_\_

5. This Proposal Number: \_\_\_\_\_

6. Title of Proposal: \_\_\_\_\_

7. By and Title: \_\_\_\_\_

8. Comments: \_\_\_\_\_

**CONTRACTOR’S CERTIFICATE**

**REGARDING WORKER’S COMPENSATION**

Labor Code Section 3700.

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

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

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

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

(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.)

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION &amp; PLACE OF BUSINESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
 CONTRACTOR'S NAME

\_\_\_\_\_  
 SIGNATURE



**NONCOLLUSION DECLARATION**

(To Be Executed By Proposer and Submitted With Proposal)

I, \_\_\_\_\_, declare as follows:

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, at

\_\_\_\_\_, California

\_\_\_\_\_

Authority: Public Contract Code 7106  
CCP 2015.5

ld5, p.2