

DAVIS JOINT UNIFIED DISTRICT

RESOLUTION NO. 50-16

WIRELESS NETWORK UPGRADE AT DISTRICT SCHOOL SITES

WHEREAS, the Board has determined that a true and very real need exists for the acquisition of technology services (“Technology Services”) specified in the “Purchase Order” attached hereto as Exhibit “A” and hereby incorporated by reference; and

WHEREAS, the governing board of a school district, under Section 10299 of the California Public Contract Code, may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290), Chapter 3 (commencing with Section 12100), and Chapter 3.6 (commencing with Section 12125) of the California Public Contract Code; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the purchase of the Technology Services through a bid procured by the State of California Department of General Services Procurement Division under the California Multiple Award Schedule Contract No.: 3-13-70-0133CM (“CMAS Contract No. 3-13-70-0133CM”) with Quest Media & Supplies, Inc. (“Quest”) on file at the District’s Business Office; and; and

WHEREAS, the Board has determined that a true and very real need exists for the acquisition of technology installation services (“Installation Services”) specified in the “Purchase Order” attached hereto as Exhibit “A” and hereby incorporated by reference; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the purchase of the Installation Services through a bid procured by the State of California Department of General Services Procurement Division under the California Multiple Award Schedule Contract No. 3-04-70-0133BX, Supplement No. 6 (“CMAS Contract No. 3-04-70-0133BX, Supplement No. 6.”) with Quest.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

I. All of the recitals set forth above are true and correct and the Board so finds and determines.

II. The Board hereby finds and determines the acquisition of the Technology Services from Quest under the CMAS Contract No. 3-13-70-0133CM, pursuant to Public Contract Code section 10299, to be in the best interest of the District.

III. The Board hereby finds and determines the acquisition of the Installation Services from Quest under the CMAS Contract No. 3-04-70-0133BX, Supplement No. 6, pursuant to Public Contract Code section 10299, to be in the best interest of the District.

IV. The Superintendent or Superintendent's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

V. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Davis Joint Unified School District, Yolo County, State of California, this 21st day of April, 2016, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

President of the Governing Board of
Davis Joint Unified School District

EXHIBIT “A”

PURCHASE ORDER #_____

for Wireless Network Upgrade at District School Sites Project

I. Technology Services

This Purchase Order for the Technology Services listed in the attached Quest Statement of Work - Wireless Network Installation, dated April 7, 2016, attached hereto and hereby incorporated by reference as Appendix 1, is placed pursuant to the terms and conditions of the California Multiple Award Schedule, CMAS Contract No. 3-13-70-0133CM.

II. Installation Services

This Purchase Order for the Installation Services listed in the attached Quest Proposals dated 4-12-16, attached hereto and hereby incorporated by reference as Appendix 2, is placed pursuant to the terms and conditions of the California Multiple Award Schedule, CMAS Contract No. 3-04-70-0133BX, Supplement No. 6 and the attached Appendix 2-A Wireless Network Upgrade Installation Work Terms and Conditions, attached hereto and hereby incorporated by reference as if fully set out herein.

APPENDIX “1”

TO EXHIBIT “A”

Statement of work – Wireless Network Installation



Statement of Work

Wireless Network Installation

Presented to:



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Submitted:

April 13, 2016



Davis Joint Unified School District

Statement of Work

Wireless Network Installation

INTRODUCTION	3
1 DESCRIPTION OF SERVICES	3
2 PROJECT SCOPE.....	3
3 DJUSD’S RESPONSIBILITIES:	4
4 ASSUMPTIONS	5
5 PRICING.....	6
6 PERSONNEL	6
7 RESPONSIBILITIES OF PARTIES	6
8 PROJECT DELIVERY METHODOLOGY.....	7
9 POINTS OF CONTACT.....	9

INTRODUCTION

Quest Media & Supplies, Inc., dba Quest Technology Management (Quest) is pleased to provide this Statement of Work (SOW) to Davis Joint Unified School District (DJUSD). This SOW sets forth our agreement to provide Consulting Services, as further set forth below. Content of this SOW is based on Quest's current understanding of DJUSD's business objectives and requirements.

1 DESCRIPTION OF SERVICES

DJUSD has engaged Quest to extend wireless access to eight (8) Elementary Schools. Quest construction services will install AP, switches, and patch the new switches. This SOW will provide services to configure the new switches, create VLANs, and add them to the wireless controller and content filter. This wireless implementation is an extension of the current wireless configuration and does not need to be redesigned.

Switch	MDF 16 Port	MDF 12 Port	IDF 48 Port	IDF 24 Port	Access Points
Birch Lane		1	3	9	36
Cesar Chavez		1	5	3	26
Korematsu		1	5	3	30
Montgomery		1	4	3	29
North Davis	1		3	11	35
Patwin	1		1	14	34
Pioneer	1		4	9	37
Willett		1	2	7	19
Total	3	5	27	59	246

2 PROJECT SCOPE

- Configure 8 Cisco switches for MDF
- Configure 86 Cisco switches for IDF
- Configure 246 Cisco Access Points
- Configure new Cisco Switches to follow design of new configuration (4 wall drops and 1 AP per classroom, except for offices, computer labs, and libraries)
- Setup and extend new VLANs to replicate work done during previous wireless projects
- Document switch configurations

- run the following commands and send results in text file to DJUSD IT
 - sh ver
 - sh switch
 - sh vlan
 - sh vtp status
 - sh run
 - sh etherchannel sum
 - sh int trunk
 - sh cdp nei detail
- Install new wireless controller with additional licenses for access points
- APs will be added to existing Guest SSID to accommodate guest network access
- APs will be added to existing TRI SSID to accommodate access for Chromebooks and iPads
- Configure Access Points to use existing SSIDs “DAWN” and “SWAN”, which have access to restricted DJUSD network and utilize 802.1x configured from controller

Items NOT included within this Statement of Work:

- **Cabling and physical installation of switches and access points**
- **Patching connections to switches and end points**
- **Troubleshooting or remediation of issues that might be found during installation**
- **Integration with NAC**
- **RF Heat Map or wireless analysis**
- **Bandwidth analysis or monitoring**
- **DR planning**
- **Patch cables, cable management or any other cabling, or racking products**
- **Hardware, software, or licensing needed to complete project**

3 DJUSD’S RESPONSIBILITIES:

- Access to systems and staff necessary to the project.
- Access to any existing documentation that may contribute to the success of the project.

4 ASSUMPTIONS

- Individuals within DJUSD will be available to Quest technology team for historical information pertaining to current environment.
- Individuals within DJUSD will be available to Quest to provide any input necessary to best understand the current environment as well as strategic and/or future business needs of DJUSD.
- Quest does not guarantee that the proper coverage required by DJUSD will be fulfilled by this installation.
- Further adjustment to supported bands, transmission rates, or additional antennae and or AP's may be needed to reach the device density required by DJUSD.
- Wireless networking is governed by a physical spectrum which can become full based on the number of devices trying to transmit to an AP. Therefore, it must be understood that Quest cannot control spectrum limitations. DJUSD understands that further steps and equipment maybe required to support the wireless environment depending on utilization and the number of devices present.
- Quest will also install, mount, and physically connect, 246 access points under Quest contract numbers as follows. Note: These contracts are not paid under this contract:

9396	DJUSD Willett School
9415	DJUSD Birch Lane School
9416	DJUSD Cesar Chavez School
9417	DJUSD Korematsu School
9418	DJUSD Montgomery School
9419	DJUSD North School
9420	DJUSD Patwin School
9421	DJUSD Pioneer School

5 PRICING

DESCRIPTION	COST
Wireless Installation	\$118,650.00
REFERENCE - CMAS CONTRACT: PS: 3-13-70-0133CM	
– Functional Expert Consultant Level 5 [Recommended Hourly Rate \$240.84]	
Cost Breakdown – 678 Consultant (L5) Hours @ \$175/Hour	
TOTAL:	\$118,650.00

6 PERSONNEL

DJUSD will be notified, in writing, of any changes to the local personnel assigned to this engagement. If a Quest-assigned employee is unable to perform due to illness, resignation, or other factors beyond Quest's control, Quest will make every reasonable effort to provide suitable substitute personnel. Any substitute personnel will meet all requirements and must be approved by DJUSD.

7 RESPONSIBILITIES OF PARTIES

Quest agrees to:

- A. Designate a person to whom all project communications may be addressed and who has the authority to act on behalf of all Quest services. This person will review the SOW and associated documents with DJUSD, thereby ensuring the clear understanding of responsibilities for both parties.
- B. Identify a Project Coordinator for the overall project and provide project management for all activities associated with the project.
- C. Comply with all applicable DJUSD policies and procedures, including, but not limited to, DJUSD's Project Management Office guidelines.
- D. Return all DJUSD property, including security badges, prior to termination of the Agreement.

DJUSD agrees to:

- A. Designate a person to whom all Quest communications may be addressed and who has the authority to act on behalf of all DJUSD services. This person will review the SOW and associated documents with Quest, thereby ensuring the clear understanding of responsibilities for both parties.
- B. Provide information regarding the business structure of DJUSD, as required, so Quest can provide services and fulfill its responsibilities under this SOW. DJUSD further agrees to schedule the availability of appropriate personnel for interviews as required by Quest.
- C. Provide timely review and approval of Quest information and documentation in order for Quest to perform its obligations under this SOW.

8 PROJECT DELIVERY METHODOLOGY

An especially important aspect of all Quest deliverables is the utilization of a delivery methodology that serves as a guide to support the activities of this project. The methodology must be comprehensive, yet flexible and work “within” the DJUSD’s business.

Quest’s methodology is a system of methods and principles supported by tools that will help DJUSD implement a solution tied directly to business objectives. The Quest methodology spans the following areas: strategy/planning, design, implementation, and measurement, while encompassing infrastructure architecture, performance, security and management. Quest defines and manages the interplay between various stakeholders and is supported by individuals highly capable in project management. Our methodology ensures consistent delivery and provides repeatable processes for DJUSD.

The methodology is structured to include four key phases:

- **Strategy/Planning** – Links business strategy and key business initiatives to infrastructure requirements and defines high-level conceptual architecture to enable these requirements.
- **Design** – Develops detailed, integrated architectures and designs for security, infrastructure, performance and management. Selects technologies and vendors.
- **Implement** – Procures, tests, stages and implements solutions at the DJUSD site. Confirms the solution meets the business strategy and design. Knowledge is transferred to the DJUSD.
- **Operate/Measure** – Identifies DJUSD’s business or service level specification and measures actual performance to determine effectiveness at meeting these pre-determined requirements.

Recommends and implements infrastructure changes to ensure expected business metrics are met.

The methodology encompasses the following domains:

- **Architecture** – Assesses the overall (current and/or planned) implementation of the system and its ability to meet service requirements.
- **Performance** – Assesses the performance of the system in terms of latency, capacity and ability to deliver prompt, efficient service.
- **Security** – Assesses the security of a system in terms of integrity and confidentiality of information, and the ability of the system to avoid, detect and respond to accidental or intentional intrusions.
- **Management** – Assesses the capabilities to configure, monitor and control the operation of an existing system to maintain service requirements.

9 CHANGE CONTROL PROCEDURES

DJUSD or Quest may request changes to this SOW at any time. Because such changes may potentially affect the cost, schedule, or other critical aspects of the project, both DJUSD and Quest must approve such change requests prior to implementation. The following change control procedure will be used except as superseded by mutual agreement or other binding procedures:

- A. A Change Request (“CR”) form in a format acceptable to both DJUSD and Quest will be the vehicle for communicating change.
- B. A CR must describe the requested change, the rationale for such change, and any anticipated effects from the change on the contract and/or the work performed under the contract.
- C. When a CR is issued by DJUSD, delivery of the CR to Quest constitutes authorization by DJUSD for additional hours and cost incurred by the information technology consultant to investigate the CR.
- D. DJUSD and/or Quest must complete all reviews and officially approve or reject an issued CR within five (5) business days of receipt.



Davis Joint Unified School District

Statement of Work

Wireless Network Installation

- E. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all CRs will occur via a mutually selected and approved process by both DJUSD and Quest.

10 POINTS OF CONTACT

Quest Primary Contact:

Andy Samms – Account Manager

Email: Andrew_Samms@questsys.com

Phone: (916) 338-7070

Quest Secondary Contact:

Dave Montano – Technical Consultant

Email: Dave_Montano@questsys.com

Phone: (916) 609-8092

APPENDIX “2”

TO EXHIBIT “A”

Quest Proposals, dated 4-12-16



Davis Joint Unified School District
Cesar Chavez School - Networking installation

Proposal number: 9416-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	20	BX	Cat 6 non plenum blue	General	7133930	263.90	5,278.00
20	176	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	1,283.04
30	26	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	82.94
40	62	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	81.22
50	8	EA	Modular patch panel 24 port	Panduit	CPPL24WBLY	25.39	203.12
60	176	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	1,348.16
70	10	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	456.30
80	1	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	103.29
90	4	100 pk	Zip ties	Panduit	PLT2S-C	9.21	36.84
100	300	EA	J-hooks	Arlington	TI20	1.16	348.00
110	3	100 PK	Ceiling stringers	Hilti	799485	90.29	270.87
120	1	EA	Miscellaneous			1,175.92	1,175.92
130	12	EA	Back box single gang	Panduit	JBX3510EI	3.38	40.56
140	24	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	513.36
150	24	EA	Couplers	Panduit	CP5WH	1.55	37.20
160	1	EA	Access point cage			116.29	116.29
170	1	EA	Wall mount cabinet 24x24 black	CPI	11900-724	508.20	508.20
						Material Total:	\$11,883.31

Labor

Install, terminate, test and label (88) network locations.

Install access points in (26) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Clean up patch cables in IDF Office.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 443.10 hours * \$64.23/hour</i>		<i>Labor</i>	\$28,460.00
		<i>Material</i>	\$11,883.31
		<i>Freight</i>	
		Prepay and Add	
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$40,343.31
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9416-4.

Name _____ Title _____

Signature _____ Date _____



Davis Joint Unified School District
Pioneer School - Networking installation

Proposal number: 9421-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	36	BX	Cat 6 non plenum blue	General	7133930	263.90	9,500.40
20	362	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	2,638.98
30	37	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	118.03
40	141	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	184.71
50	16	EA	Modular patch panel 24 port	Panduit	CPPL24WBLY	25.39	406.24
60	362	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	2,772.92
70	16	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	730.08
80	3	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	309.87
90	5	100 pk	Zip ties	Panduit	PLT2S-C	9.21	46.05
100	600	EA	J-hooks	Arlington	TI20	1.16	696.00
110	6	100 PK	Ceiling stringers	Hilti	799485	90.29	541.74
120	3	EA	Miscellaneous			1,175.92	3,527.76
130	8	EA	Back boxes	Panduit	JBX3510EI	3.38	27.04
140	8	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	171.12
150	8	EA	Couplers	Panduit	CP5WH	1.55	12.40
160	2	EA	Access point cage			116.29	232.58
170	8	EA	Fire sleeves	STI	EZ22	116.29	930.32
180	6	25 pk	Blanks white	Leviton		34.39	206.34
190	16	EA	Raceway brackets GFCI	Panduit	CFG4IW-X	3.76	60.16

Material Total: \$23,112.74

Labor

Install, terminate, test and label (178) network locations.

Install access points in (37) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Install fire sleeves in IDF locations.

Install brackets for existing raceway in D Wing.

Install cage around access point in (2) locations.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 603.94 hours * \$64.23/hour</i>		<i>Labor</i>	<i>\$38,791.00</i>
		<i>Material</i>	<i>\$23,112.74</i>
		<i>Freight</i>	<i>Prepay and Add</i>
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		<i>Total Purchase Price</i>	<i>\$61,903.74</i>
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9421-4.

Name_____ Title_____

Signature_____ Date_____



Davis Joint Unified School District

Patwin School - Networking installation

Proposal number: 9420-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description	Manufacturer	PN	Unit Price	Ext Price
10	26	BX	Cat 6 non plenum blue	General	7133930	263.90	6,861.40
20	254	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	1,851.66
30	34	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	108.46
40	93	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	121.83
50	12	EA	Modular patch panel 24 port	Panduit	CPPL24WBLV	25.39	304.68
60	254	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	1,945.64
70	12	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	547.56
80	2	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	206.58
90	4	100 pk	Zip ties	Panduit	PLT2S-C	9.21	36.84
100	500	EA	J-hooks	Arlington	TI20	1.16	580.00
110	5	100 PK	Ceiling stringers	Hilti	799485	90.29	451.45
120	2	EA	Miscellaneous			1,175.92	2,351.84
130	4	EA	Back boxes	Panduit	JBX3510EI	3.38	13.52
140	4	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	85.56
150	40	EA	Couplers	Panduit	CP5WH	1.55	62.00
160	4	EA	Access point cage			116.29	465.16
170	8	EA	Fire sleeves	STI	EZ22	116.29	930.32
180	4	25 pk	Blanks white	Leviton		34.39	137.56
190	3	BX	OSP cat 6	General	7136100	376.29	1,128.87

Material Total: \$18,190.93

Labor

Install, terminate, test and label (127) network locations.

Install access points in (34) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Existing underground pathway will be reused for A and B wings.

Fix existing raceway in Room 38.

Install cage around access point in (4) locations.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 347.04 hours * \$64.23/hour</i>		<i>Labor</i>	\$22,290.00
		<i>Material</i>	\$18,190.93
		<i>Freight</i>	Prepay and Add
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$40,480.93
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9420-4.

Name _____ Title _____

Signature _____ Date _____



Davis Joint Unified School District North School - Networking installation

Proposal number: 9419-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	27	BX	Cat 6 non plenum blue	General	7133930	263.90	7,125.30
20	264	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	1,924.56
30	35	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	111.65
40	96	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	125.76
50	8	EA	Modular patch panel 24 port	Panduit	CPPL24WBLY	25.39	203.12
60	264	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	2,022.24
70	9	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	410.67
80	2	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	206.58
90	4	100 pk	Zip ties	Panduit	PLT2S-C	9.21	36.84
100	500	EA	J-hooks	Arlington	TI20	1.16	580.00
110	5	100 PK	Ceiling stringers	Hilti	799485	90.29	451.45
120	3	EA	Miscellaneous			1,175.92	3,527.76
130	12	EA	Back boxes	Panduit	JBX3510EI	3.38	40.56
140	40	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	855.60
150	40	EA	Couplers	Panduit	CP5WH	1.55	62.00
160	2	EA	Access point cage			116.29	232.58
170	5	EA	Fire sleeves	STI	EZ22	116.29	581.45
180	4	25 pk	Blanks white	Leviton		34.39	137.56
190	24	EA	Fiber repair materials	Quest	SPLICEKIT	23.99	575.76

Material Total: \$19,211.44

Labor

Install, terminate, test and label (132) network locations.

Install access points in (35) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Repaire fiber in C22 within existing cabinet.

Label existing fiber enclosures and check connections at each IDF.

Install cage around access point in MPR.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 558.99 hours * \$64.23/hour</i>		<i>Labor</i>	\$35,904.00
		<i>Material</i>	\$19,211.44
		<i>Freight</i>	Prepay and Add
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$55,115.44
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9419-4.

Name _____ Title _____

Signature _____ Date _____



Davis Joint Unified School District
Montgomery School - Networking installation

Proposal number: 9418-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	22	BX	Cat 6 non plenum blue	General	7133930	263.90	5,805.80
20	190	EA	Cat 6 jacks blue	Panduit	CJ688TGBL	7.29	1,385.10
30	29	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	92.51
40	80	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	104.80
50	10	EA	Modular patch panel 24 port	Panduit	CPPL24WB	25.39	253.90
60	202	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	1,547.32
70	10	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	456.30
80	1	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	103.29
90	3	100 pk	Zip ties	Panduit	PLT2S-C	9.21	27.63
100	350	EA	J-hooks	Arlington	TI20	1.16	406.00
110	4	100 PK	Ceiling stringers	Hilti	799485	90.29	361.16
120	2	EA	Miscellaneous			1,175.92	2,351.84
130	8	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	171.12
140	2	EA	EMT pathway 2"	Quest	2EMT	318.66	637.32
150	6	EA	Fire sleeves	STI	EZ22	116.29	697.74
160	4	25 pk	Blanks white	Leviton		34.39	137.56
170	1	EA	Access point cage			116.29	116.29
						Material Total:	\$14,655.68

Labor

Install, terminate, test and label (101) network locations.

Install access points in (29) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Cover all old network locations with blanks.

Install cage around access points in M Building.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 409.07 hours * \$64.23/hour</i>		<i>Labor</i>	\$26,274.50
		<i>Material</i>	\$14,655.68
		<i>Freight</i>	Prepay and Add
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$40,930.18
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9418-4.

Name _____ Title _____

Signature _____ Date _____



Davis Joint Unified School District
Korematsu School - Networking installation

Proposal number: 9417-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	22	BX	Cat 6 non plenum blue	General	7133930	263.90	5,805.80
20	186	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	1,355.94
30	30	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	95.70
40	65	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	85.15
50	6	EA	Modular patch panel 24 port	Panduit	CPPL24WBLV	25.39	152.34
60	186	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	1,424.76
70	9	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	410.67
80	1	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	103.29
90	4	100 pk	Zip ties	Panduit	PLT2S-C	9.21	36.84
100	400	EA	J-hooks	Arlington	TI20	1.16	464.00
110	4	100 PK	Ceiling stringers	Hilti	799485	90.29	361.16
120	3	EA	Miscellaneous			1,175.92	3,527.76
130	8	EA	Fire sleeves	STI	EZ22	116.29	930.32
140	5	25 pk	Blanks white	Leviton		34.39	171.95
						Material Total:	\$14,925.68

Labor

Install, terminate, test and label (93) network locations.

Install access points in (30) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Cover all old network locations with blanks.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 415.79 hours * \$64.23/hour</i>		<i>Labor</i>	\$26,706.00
		<i>Material</i>	\$14,925.68
		<i>Freight</i>	Prepay and Add
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$41,631.68

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9417-4.

Name _____ Title _____

Signature _____ Date _____



Davis Joint Unified School District Birch Lane School - Networking installation

Proposal number: 9415-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	40	BX	Cat 6 non plenum blue	General	7133930	263.90	10,556.00
20	352	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	2,566.08
30	36	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	114.84
40	44	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	57.64
50	8	EA	Modular patch panel 24 port	Panduit	CPPL24WBLY	25.39	203.12
60	180	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	1,378.80
70	8	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	365.04
80	2	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	206.58
90	5	100 pk	Zip ties	Panduit	PLT2S-C	9.21	46.05
100	400	EA	J-hooks	Arlington	TI20	1.16	464.00
110	4	100 PK	Ceiling stringers	Hilti	799485	90.29	361.16
120	2	EA	Miscellaneous			1,175.92	2,351.84
130	3	EA	Wall mount cabinet 24x24 black	CPI	11900-724	508.20	1,524.60
140	14	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	299.46
150	14	EA	Couplers	Panduit	CP5WH	1.55	21.70
160	1	EA	Access point cage			116.29	116.29
						Material Total:	\$20,633.20

Labor

Install, terminate, test and label (175) network locations.

Install access points in (36) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Install 24" cabinet in Rooms 29, 33 and 3.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 594.97 hours * \$64.23/hour</i>		<i>Labor</i>	<i>\$38,215.00</i>
		<i>Material</i>	<i>\$20,633.20</i>
		<i>Freight</i>	<i>Prepay and Add</i>
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$58,848.20
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9415-4.

Name _____ Title _____

Signature _____ Date _____



Davis Joint Unified School District Willette School - Networking installation

Proposal number: 9396-4
Proposal date: 04/12/16
CMAS: 3-04-70-133BX

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description			Unit Price	Ext Price
10	8	BX	Cat 6 non plenum blue	General	7133930	263.90	2,111.20
20	78	EA	Cat 6 jacks blue	Panduit	CJ688TGBU	7.29	568.62
30	19	EA	Surface mount box 2 port	Panduit	CMB2WH	3.19	60.61
40	26	EA	Wall plate 2 port white	Panduit	CFP2WH	1.31	34.06
50	5	EA	Modular patch panel 24 port	Panduit	CPPL24WBL	25.39	126.95
60	78	EA	Cat 6 patch cord 3'	Panduit	UPTSP3BU	7.66	597.48
70	5	EA	Wire manager 2 RMU	Panduit	WMP1E	45.63	228.15
80	1	10 pk	Tak-Tape	Panduit	TTS-35RX0	103.29	103.29
90	2	100 pk	Zip ties	Panduit	PLT2S-C	9.21	18.42
100	200	EA	J-hooks	Arlington	TI20	1.16	232.00
110	2	100 PK	Ceiling stringers	Hilti	799485	90.29	180.58
120	1	EA	Miscellaneous			1,175.92	1,175.92
130	4	EA	Back boxes	Panduit	JBX3510EI	3.38	13.52
140	4	EA	Latch duct .5" white	Panduit	LD5WH8-X	21.39	85.56
150	4	EA	Couplers	Panduit	CP5WH	1.55	6.20
160	1	EA	Access point cage			116.29	116.29
170	4	EA	Fire sleeves	STI	EZ22	116.29	465.16
180	8	25 pk	Blanks white	Leviton		34.39	275.12
190	8	EA	Raceway brackets GFCI	Panduit	CFG4IW-X	3.76	30.08

Material Total: \$6,429.21

Labor

Install, terminate, test and label (39) network locations.

Install access points in (19) locations. Davis JUSD to provide the access points.

Provide and install patch cords for access points.

Install networking equipment in MDF and IDF locations. Davis JUSD to provide the network equipment.

Install latch duct cover as needed for access points.

Install fire sleeves in IDF locations.

Install brackets for existing raceway in D Wing.

Install cage around access point in (2) locations.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

<i>Communication Technician: 273.71 hours * \$64.23/hour</i>		<i>Labor</i>	\$17,580.00
		<i>Material</i>	\$6,429.21
		<i>Freight</i>	Prepay and Add
<i>Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.</i>		Total Purchase Price	\$24,009.21
<i>PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL</i>			

ACCEPTANCE

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.

In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described as Davis Joint Unified School District Proposal # 9396-4.

Name _____ Title _____

Signature _____ Date _____

APPENDIX “2-A”

TO EXHIBIT “A”

Wireless Network Upgrade Installation Work Terms and Conditions

APPENDIX 2-A
WIRELESS NETWORK UPGRADE INSTALLATION WORK
TERMS AND CONDITIONS

This Wireless Network Upgrade Installation Work Terms and Conditions for Birch Lane Elementary School, Cesar Chavez Elementary School, Fred T. Korematsu Elementary School, Marguerite Montgomery Elementary School, North Davis Elementary School, Patwin Elementary School, Pioneer Elementary School, and Willett Elementary School (“Agreement”) governs the wireless network upgrade installation work to be performed by Quest Media & Supplies, Inc. (“Quest”), pursuant to District Purchase Order No. _____. Quest agrees as follows:

I. PROJECT SCOPE.

A. Quest shall furnish and install the necessary labor, materials and/or equipment required to extend wireless access to Birch Lane Elementary School, Cesar Chavez Elementary School, Fred T. Korematsu Elementary School, Marguerite Montgomery Elementary School, North Davis Elementary School, Patwin Elementary School, Pioneer Elementary School, and Willett Elementary School. Quest will install, terminate, test and label network locations. Quest will also install access points (“AP’s”), switches and patch new switches.

B. QUEST SHALL PROVIDE THE FOLLOWING SERVICES.

The following services shall be provided at Birch Lane Elementary School, Cesar Chavez Elementary School, Fred T. Korematsu Elementary School, Marguerite Montgomery Elementary School, North Davis Elementary School, Patwin Elementary School, Pioneer Elementary School, and Willett Elementary School:

1. Installation of cabling to AP’s.
2. Physically install AP’s.
3. Installation of cabling from the Main Distribution Frame (“MDF”) (Core Switch) to all pre-identified Intermediate Distribution Frame (“IDF”) locations.
4. Install networking equipment in MDF and IDF locations.

C. DISTRICT’S RESPONSIBILITIES.

1. Access to systems and staff necessary to the project.
2. Access to any existing documentation that may contribute to the success of the project.

II. LEGAL COMPLIANCE.

Quest warrants that it is familiar with and will comply with federal, state, and local laws, statutes, ordinances, rules and regulations, and the order and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, Workman's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits, licenses, and fees in connection therewith. Whenever required by the District, Quest shall furnish the District with satisfactory proof of compliance with said federal, state, and local laws, statutes, ordinances, rules and regulations, orders and decrees.

III. PREINSTALLATION COORDINATION – LAYOUT AND COORDINATION WITH DISTRICT.

A. Quest shall obtain, and have onsite, an approved (signed by District) set of the contract drawings.

B. Quest shall accurately mark the area where digging will occur, on the ground with white marking paint, if applicable. All surface markings which remain after construction must be cleaned, returning the surface to its original color and condition.

IV. SAFETY.

A. SAFETY PLAN.

1. Quest has sole responsibility for maintaining safety and must have a safety plan onsite.
2. Quest is also responsible for reviewing all emergency shut-off valve locations, as well as providing trench protection via trench plates and trench warning tape.

B. AFTER HOURS WORK.

1. All after hours work shall be coordinated with District personnel to ensure accessibility.
2. If keys are made available to Quest, Quest shall be responsible for any losses.

C. NON-DISTRICT PERSONNEL ON CAMPUS.

1. While on campus, all Non-District personnel must wear an identifying badge at all times.
2. Strict compliance with either of the methods of ensuring student safety as set forth in Education Code section(s) 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of contractor who has not been convicted of a serious or violent felony) will be enforced. If contractor elects to provide continual

supervision pursuant to Education Code section 45125.2(a)(2), contractor shall require the person(s) who will provide that continual supervision to be fingerprinted/background checked by the Department of Justice ("D.O.J."). Upon verification from the D.O.J. that those persons fingerprinted have no record of a serious or violent felony, contractor will so certify by signing and submitting to the District the required certification form(s).

D. DRIVING ON SCHOOL PROPERTY.

When children are present on campus and workers must drive a vehicle on school grounds, it is mandatory that a spotter walk alongside the vehicle.

V. CONSTRUCTION PROCESS.

A. **COMMUNICATION.** Weekly meetings involving Quest, project managers and designated District personnel are required.

B. **COORDINATION.** Quest hereby agrees to coordinate all activities performed hereunder with the District to make this project a successful and beneficial experience for everyone.

C. PARKING.

1. Approved parking locations will be designated at each school by the District.

2. In some cases, parking areas will be arranged on school grounds, at the end of parking lots or adjacent properties. In other cases parking will be on the street, and will be subject to local parking jurisdiction and authority.

D. **STAGING.** Approved staging locations will also be designated at each school by the District. No staging outside this approved area will be allowed.

E. **CLEAN-UP.** All work areas are required to be cleaned up on a daily basis. Deficient cleanup may result in charges to Quest. At completion of the work and prior to final acceptance/inspection, a thorough cleaning of the areas affected shall be carried out by the contractor's forces.

F. SUPERVISION.

1. Quest is responsible for full-time supervision of workers.
2. At no time shall work be performed without an approved supervisor on site.
3. The District reserves the right to approve and reject supervision.

Hiring undocumented workers is prohibited by law. Quest shall secure and cause its subcontractors to secure proof of eligibility/citizenship from all workers.

G. TESTING AND INSPECTION.

1. Quest is responsible for all required testing, with all test report(s) delivered to the District.

2. Any work, materials or equipment not meeting industry standards and/or the requirements and intent of this project may be rejected by the District, and unsuitable work and materials shall be made good by Quest.

H. **SMOKING.** All campuses are smoke-free facilities. If workers want to smoke, it must be done off campus.

I. **DRUGS.** Use or possession of drugs of any kind is strictly forbidden.

VI. TIME IS OF THE ESSENCE AND TIME OF COMPLETION

A. It is understood that time is of the essence for this Agreement. Once the Contractor has received a notice to proceed, the Contractor shall complete the work within one hundred and twenty (120) calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

B. Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement.

C. Contractor shall within ten (10) calendar days of beginning of any delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of District, or its officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.

D. Contractor shall not be entitled to additional compensation for delays within its control.

VII. COMPONENT PARTS OF THIS AGREEMENT

This Agreement consists of the following documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

This Agreement
Contractor Certification Regarding Background Checks
Payment Bond
Performance Bond

Contractor's Certificate Regarding Worker's Compensation
Drug-Free Workplace Certification
Conduct Rules for Contractor

VIII. LICENSE(S).

This project requires that the contractor, working on behalf of Quest, possess an active and current (in good standing) California Contractor License and all associated/required bonds. The required license classifications are C-7 (low voltage) and C-10 (electrical).

IX. INSURANCE.

A. Before the commencement of the Work, Quest shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the District from claims set forth below, which may arise out of or result from Quest's operations under this Agreement and for which Quest may be legally liable, whether such operations are by Quest, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by Quest or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under this Agreement;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to Quest's obligations under this Agreement, including liability assumed by and the indemnity and defense obligations of Quest and the subcontractors;
6. Claims involving Completed Operations, independent contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating; and
7. Claims involving sudden or accidental discharge of contaminants or pollutants.

B. SUBCONTRACTORS INSURANCE REQUIREMENTS.

Quest shall require its subcontractors, if any, to take out and maintain similar public liability insurance and property damage insurance required of Quest in this Agreement in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of this paragraph without prior written approval of the District.

C. ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS.

Quest shall name, on any policy of insurance required by this Agreement, the District, its officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name Quest, the District, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by Quest pursuant to this Agreement must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

D. SPECIFIC INSURANCE REQUIREMENTS.

Quest shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

(a)	Per occurrence (combined single limit)	\$1,000,000.00
(b)	Project Specific Aggregate (for this project only)	\$1,000,000.00
(c)	Products and Completed Operations	\$1,000,000.00
(d)	Personal and Advertising Injury Limit	\$1,000,000.00

2. Insurance Covering Special Hazards.

The following Special Hazards shall be covered by riders or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amounts	\$1,000,000.00
(b)	Material Hoist where used in amounts	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00

3. In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

E. WORKERS' COMPENSATION INSURANCE.

During the term of this Agreement, Quest shall provide workers' compensation insurance for all of Quest's employees engaged in Work under this Agreement on or at the Site of the Project and, in case any of Quest's Work is subcontracted, Quest shall require the subcontractors to provide workers' compensation insurance for all the subcontractors' employees engaged in Work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Quest's insurance. In case any class of employees engaged in Work under this Agreement on or at the Site of the Project is not protected under the Workers' Compensation laws, Quest shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. Quest shall file with the District certificates of insurance as required under this Agreement and in compliance with Labor Code section 3700.

F. PROFESSIONAL LIABILITY.

With respect to any design work, Quest, or its agents and/or consultants, must obtain professional liability insurance, including contractual liability, with limits of \$1,000,000 per occurrence.

X. HOLD HARMLESS AGREEMENT.

A. Quest shall defend, indemnify and hold harmless District and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement. As part of this indemnity, Quest shall protect and defend, at its own expense, District

and its officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

B. Furthermore, Quest agrees to and does hereby defend, indemnify and hold harmless District and its officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

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

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

C. Quest, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Article 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.

XI. PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement 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 this Agreement shall forthwith be physically amended to make such insertion or correction.

XII. BACKGROUND CHECK.

Quest and each of its agents shall comply with requirements of state law regarding fingerprinting and background checks as set forth in Education Code section 45125.1 or section 45124.2, as applicable. Quest shall complete the attached "Contractor Certification Regarding Background Checks" prior to commencing work on the Agreement.

XIII. WAGE RATES, TRAVEL, AND SUBSISTENCE.

A. Prevailing Wages. Quest acknowledges that wage rates for this Agreement shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute this Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3—6 (Section 16000, et seq.)

B. WAGE RATES.

1. Pursuant to the provisions of Article 2 (commencing at Section 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. Quest shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

2. Any worker employed to perform work on the Project, but 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 PAY.** Holiday and overtime work, when permitted by law, shall be paid for 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 (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Agreement or authorized by law.

D. **WAGE RATES NOT AFFECTED BY SUBCONTRACTS.** Quest shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between Quest or any subcontractor and such workers.

E. **PER DIEM WAGES.** Quest shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code section 1773.1.

F. **FORFEITURE AND PAYMENTS.** Pursuant to Labor Code section 1775, Quest shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by Quest or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether Quest or subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of Quest or subcontractor; and (2) whether Quest or subcontractor has a prior record of failing to meet its prevailing wage obligations.

G. **DIR REGISTRATION.** Quest, and all of its subcontractors (of any tier) performing any portion of the work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the project.

XIV. RECORDS OF WAGES PAID.

A. PAYROLL RECORDS.

1. Pursuant to Section 1776 of the Labor Code, each Quest and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

2. All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of Quest on the following basis:

3. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

4. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

5. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Quest, subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of Quest.

6. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

7. Quest or subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

8. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of Quest awarded the contract or the subcontractor(s) performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

9. Quest shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

10. Quest or subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Quest or subcontractor(s) fails to comply within the 10-day period, Quest or subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion

thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

11. Responsibility for compliance with this Article shall rest upon Quest.

B. WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES.

1. The District may withhold or delay contract payments to Quest and/or any subcontractor if:

a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

b. Quest or subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

c. Quest or subcontractor(s) submit incomplete or inadequate payroll records; or

d. Quest or subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

e. Quest or subcontractor(s) fail to comply with any applicable State laws governing workers on public works projects.

XV. APPRENTICES.

A. APPRENTICE WAGES AND DEFINITIONS.

All apprentices employed by Quest to perform services under this Agreement shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in Section 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

B. EMPLOYMENT OF APPRENTICES.

Quest agrees to comply with the requirements of Labor Code section 1777.5. Contractors awarded the Project, or any subcontractor under him or her, when performing any of the Work under this Agreement or subcontract, employs workers in any apprenticeable craft or

trade, Quest and subcontractors shall employ apprentices in the ratio set forth in Labor Code section 1777.5. Quest or any subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving Quest or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving Quest or subcontractor, shall arrange for the dispatch of apprentices to Quest or subcontractor upon Quest's or subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code section 1777.5.

C. SUBMISSION OF CONTRACT INFORMATION.

Prior to commencing work on the Project, Quest and subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, Quest and subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

D. APPRENTICE FUND.

Quest or any subcontractor under him or her, who, in performing any of the Work under this Agreement, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. Quest and subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by Quest or subcontractor to an approved apprenticeship program that can supply apprentices to the Project. Quest and subcontractors may add the amount of the contributions in computing his or her bid for this Agreement.

E. PRIME CONTRACTOR COMPLIANCE.

The responsibility of compliance with Article 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any contractor or subcontractor that knowingly violates the provisions of this Article or Labor Code section 1777.5 shall be subject to the penalties set forth in Labor Code section 1777.7.

XVI. CONFIDENTIALITY.

Quest acknowledges that, during the term of this Agreement, Quest may have access to privileged and confidential materials and information in the custody of clients of the District,

including, but not limited to, student records. Quest covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Quest further acknowledges that, during the term of this Agreement, Quest may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Quest agree are proprietary or confidential in nature. Quest acknowledges that:

1. The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;

2. The Confidential Information will be made known to the Quest in full reliance on this Agreement;

3. The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and

4. Any use of the Confidential Information by Quest other than for the District's benefit in connection with the business relationship between Quest and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Quest. Quest hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Quest may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Quest.

XVII. DEFAULT.

A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

XVIII. GENERAL PROVISIONS.

A. GOVERNING LAW.

This Agreement shall be governed by the law of the State of California without giving effect to the conflict of laws principles thereof. Any legal proceeding by a party to enforce any provision of this Agreement shall be brought in the California Superior Court in Yolo County or the United States Court for the Eastern District of California, as applicable, and each party consents to the jurisdiction of such courts.

B. SUCCESSORS AND ASSIGNS.

The District and Quest respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal

representatives of such other party in respect to covenants, agreements, and obligations contained in this Agreement. Neither party to this Agreement shall assign this Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. WRITTEN NOTICE.

In the absence of specific notice requirements in this Agreement, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. RIGHTS AND REMEDIES.

1. Duties and Obligations Cumulative. Duties and obligations imposed by this Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

2. No Waiver. No action or failure to act by the District or its agents shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

E. ASSIGNMENT OF ANTITRUST CLAIMS.

1. Application. Pursuant to Government Code section 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Quest or subcontractor offers and agrees to 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. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Quest, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with section 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

2. Assignment of Claim. Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

F. STATE AUDIT.

Pursuant to and in accordance with the provisions of Government Code section 10532, or any amendments thereto, all books, records, and files of the District, Quest, or any subcontractor connected with the performance of this Agreement involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Agreement. Quest shall preserve and cause to be preserved such books, records, and files for the audit period.

G. AMENDMENTS.

This Agreement may not be altered or modified, except by a writing signed by the parties.

H. STATUS OF QUEST.

Quest enters into this Agreement, and will remain throughout the term of this Agreement, an independent contractor. Neither Quest nor its employees, agents or independent contractors shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Quest's employees, agents and independent contractors shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

I. NOTICES.

All notices and demands between the parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:	Davis Joint Unified School District Attn: Superintendent 526 B Street Davis, California 95616
To QUEST:	Quest Media and Supplies, Inc. Attn: Andrew Samms 5822 Roseville Road Sacramento, CA 95842

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Each party may designate in writing such other place or places that notices and demands may be given.

J. ASSIGNMENT.

This Agreement shall not be assigned by either party without the prior written consent of the other party.

K. INTERPRETATION OF AGREEMENT.

This Agreement is the result of arm's length negotiations between the parties, and shall be construed as drafted by all parties such that any ambiguities shall not be construed against either party. In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

L. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

M. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the parties with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date of the District Purchase Order.

DAVIS JOINT UNIFIED SCHOOL DISTRICT	QUEST MEDIA AND SUPPLIES, INC.
By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

QUEST MEDIA & SUPPLIES, INC. certifies that it has performed one of the following:

- ☐ 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 Davis Joint 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, Contractor 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 State of California that the foregoing is true and correct.

Date _____, 2016

QUEST MEDIA & SUPPLIES, INC.

By its: _____

ATTACHMENT “A”

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

**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the DAVIS JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to QUEST MEDIA & SUPPLIES, INC. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Installation of wireless network cabling at Birch Lane Elementary School, Cesar Chavez Elementary School, Fred T. Korematsu Elementary School, Marguerite Montgomery Elementary School, North Davis Elementary School, Patwin Elementary School, Pioneer Elementary School, and Willett Elementary School (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 9550;

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 DAVIS JOINT UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such 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 9100; 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 section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 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 therefor; 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 Obligee 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 section 9100, 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 this instrument has been duly executed by the Principal and Surety above named,
on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

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)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and
for said State, personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-
Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the
_____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

**CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the DAVIS JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to QUEST MEDIA & SUPPLIES, INC. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Installation of wireless network cabling at Birch Lane Elementary School, Cesar Chavez Elementary School, Fred T. Korematsu Elementary School, Marguerite Montgomery Elementary School, North Davis Elementary School, Patwin Elementary School, Pioneer Elementary School, and Willett Elementary School (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

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

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 DAVIS JOINT 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 bounded Contractor, 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.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for

completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

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

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees are required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' 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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees 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/CONTRACTOR:

By: _____

SURETY:

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)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:_____

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

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' 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 of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his 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 Construction Services Agreement.

Contractor _____

Title _____

Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

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

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

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

DATE: _____

TRADE CONTRACTOR

By: _____
Signature

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Davis Joint Unified School District property, in addition to complying with the provisions of the Agreement, 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 contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code section 8350 et seq., the Davis Joint 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 contractor/subcontractor shall not be tolerated.
10. All contractors/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 controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all finger printing requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor 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

Authorized Signature

Print Name

Company