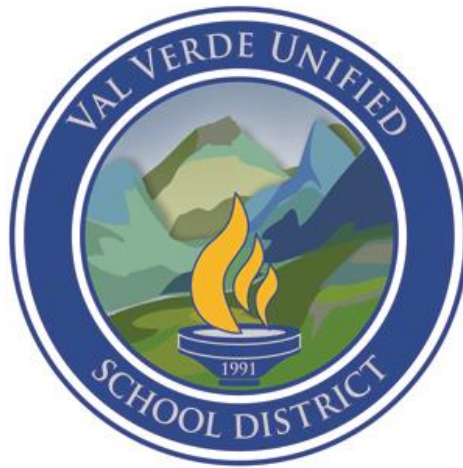


**Val Verde Unified School District  
975 W Morgan St.  
Perris, CA**



**BASIC MAINTENANCE INTERNAL CONNECTIONS AND SOFTWARE  
E-RATE YEAR 24 (FY 2021)**

**Released: October 28, 2020 & November 4, 2020**  
**Bid Opening: December 3, 2020 @ 11:00 AM**

## **Val Verde Unified School District BMIC Timeline**

EVENT	DATE
Date of Advertisement	<p>Wednesday, October 28, 2020</p> <p>Wednesday, November 4, 2020</p>
Post Form 470 Posting in EPC and District Website	Wednesday, October 28, 2020
<p>RFI-submittal of written questions/clarifications:</p> <p>Email to: Stacy Strawderman at <a href="mailto:bidinquiries@valverde.edu">bidinquiries@valverde.edu</a></p> <p>Subject: Val Verde BMIC E-RATE YEAR 24 (FY21) in all communication</p>	<p>Last Day for Questions:</p> <p>Thursday, November 19, 2020 by 4:00 PM</p> <p>The District will not respond to phone call inquiries.</p>
Addendums Deadline	Friday, November 20, 2020
Requests for Proposals Due	Thursday, December 3, 2020 no later than 11:00 AM PST.

## NOTICE INVITING BIDS

### VAL VERDE UNIFIED SCHOOL DISTRICT

Notice is hereby given that the governing board (“Board”) of the **Val Verde Unified School District (“District” or “Owner”)** will receive sealed bids for the award of contract(s) for: **BASIC MAINTENANCE INTERNAL CONNECTIONS AND SOFTWARE E-RATE YEAR 24 (FY 2021)**

Sealed Bids will be received until **11:00 AM, December 3, 2020**, at the **District Office, Main Lobby**, located at **975 W. Morgan Street, Perris, California, 92571**, at or after which time the bids will be opened and read aloud.

All bids shall be made on form(s) furnished by the DISTRICT. Each bid must be accompanied by any required security and a list of any proposed contractors. Bids must conform with and be responsive to the contract documents, copies of which may be obtained from the Facilities, Contracts and Purchasing Services Department via website at [www.valverde.edu](http://www.valverde.edu) District Information, E-Rate. **Proposals received after the exact time and date noted will NOT be considered for the bid process.**

In accordance with provisions of Government Code section 4590, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Stacy Strawderman, Director  
Facilities, Contracts & Purchasing Services  
951-940-6136 x10652  
951-940-6112 Fax

Publish: October 28, 2020 & November 4, 2020

## E-Rate Eligibility Requirements

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

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

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

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

- District expects bidders to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- Bidders are responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted. More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
- Bidders are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- Bidders are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
- The awarded bidder will be required to send copies of all forms and invoices to the District prior to invoicing the SLD for pre-approval.
- Within five (5) days of award, the awarded vendor will provide the District with a schedule of services suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from Val Verde Unified School District. Subsequent schedules of services and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- In the event of questions during the E-Rate audit process, the awarded bidder is expected to reply within 3 days to questions associated with its proposal.
- **NO billing can take place prior to July 1, 2021. No work may commence before April 1, 2021**
- Additional terms and conditions are delineated in the specifications referenced in the Form 470(s) and Request for Bid Documents.

## Overview

The objective is to cover basic maintenance of internal connections and software for data, voice, and cabling infrastructure services and a proactive maintenance plan for District.

Val Verde Unified School District (District) may also contract to purchase network maintenance for other sites not covered under this E-Rate application.

### **Submission Instructions**

**Three (3)** original copies of the bid submittal.

Val Verde Unified School District  
**Basic Maintenance Internal Connections**  
975 W. Morgan Street  
Perris, CA 92571

Email inquiries to: Stacy Strawderman at [bidinquiries@valverde.edu](mailto:bidinquiries@valverde.edu)

The District will not respond to phone call inquiries

Bid Opening: December 3, 2020 @ 11:00 AM

## Instructions to Bidders

1. **Preparation of the Bid Form**: In order to receive consideration proposals must be received on or before the advertised closing date and not later than the time displayed therein. Proposals shall be submitted on the form(s) provided by the District. All blanks in the bid form must be appropriately filled in. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

The bids will be opened and read in open session at the time and location listed in the Notice to bidders. District reserves the right to accept or reject any or all bids and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items or the full quantity of each item listed in the bid document.

2. **Bid Security**: Each bid shall be accompanied by a certified or cashiers' check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal and a satisfactory surety, in an amount not less than 10% of the maximum of the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.
3. **Signature**: Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder.
4. **Modifications**: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
5. **Erasures**: Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the bid. In the case of an error in an extension the unit price upon which the extension is based shall take precedence.
6. **Withdrawal of Bids**: Any bidder may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of bids.
7. **Agreements and Bonds**: Proposed Agreement which the successful bidder will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. If exceptions are required clearly state those exceptions by marking through the areas of concern and provide the alternative wording for District review.
8. **Interpretation of Plans and Documents**: If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the contract documents.
9. **Bidders Interested in More Than One Bid**: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted

prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

**Base Bid will be awarded on the following criteria:**

- Bid Amounts on Eligible Products and Services: 35%
  - Respondent's solution regarding functionality and compatibility with existing infrastructure: 30%
  - Personnel Qualifications: 15%
  - Local Vendor within 100 miles: 10%
  - Experience and expertise of the respondent in providing similar services to school districts and public entities comparable in scope and size: 10%
10. **Award of Contract**: District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder. District realizes that conditions other than price are important and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests; may reject any or all bids, any part of a bid, or may waive any informality in a bid.
  11. **Alternatives**: If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.\
  12. **Evidence of Responsibility**: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.
  13. **Bid Deposit Return**: Deposits of three or more low bidders, the number being at the discretion of the District, will be held for sixty (60) days or until posting by the successful bidder of the bonds and certificates of insurance as may be required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned. Bid bond shall be in the amount equal to the sum of all lines.
  14. **Forfeiture for Failure to Execute Contract**: In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, the District may declare bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids.
  15. **Anti-Discrimination**: It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.
  16. **Brand or Trade Names as a Description**: Certain specifications, brand names and the like are set forth for the purpose of setting a standard and are not intended to preclude any vendor from bidding who can substantially meet these specifications. Vendors may propose equipment equal to those specified herein, but each deviation from the specification must be set forth in detail.

17. **Addenda**: Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued must be included in the contractors' proposal cost.
18. **Time for Opening**: The time stated in the Notice to Contractors Calling for Bids, the Transmittal Letter, Schedule of Important Dates, and other places in this document is interpreted to mean the exact hour stated. That is if the closing time is 2:00 p.m. Bids received in the first minute of the two o'clock hour will be deemed late and not accepted.
19. **Sample Documents**: This bid contains sample documents; Bid Bond, Performance Bond, and Agreement. The bond documents are supplied for information, but may be used in execution of the Bid Proposal and resulting contract. However, Agreement is our preferred document. Under extreme circumstances it may be modified based on comments supplied at the time of proposal, after review by legal counsel. If bidder chooses to use the sample bond documents, they must be executed by the appropriate surety. In the event of the Agreement, return a copy of the included document along with any proposed amendments as part of your proposal. If the bidder has no comment, be certain to return the Agreement marked, "Accepted without Comment".
20. **References and Bid Submission**: All submittals shall include client references. Failure to provide three (3) successful references shall be considered to be non-responsive to this specification. All references shall reflect installations that have been successfully completed within K-12 educational institutions, and preferably for systems of the same type and size as bid, and in the local geographical area (within 100 miles). References shall include:
  - Customer name, contract and title
  - Address and telephone number
  - Project and date completed



## General Conditions

1. **General:** All prices shall be quoted F.O.B. destinations, to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an “all or nothing” clause for favorable terms or delivery will not be considered.
2. **Alternative Offerings:** Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be issued for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words “or equal”. Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to bid opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.
3. **Piggybacking:** Pricing on this bid shall be extended to other districts in San Bernardino and Riverside Counties or to any other district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.
4. **Market Price:** Market price shall be determined by soliciting two or more informal price quotations for similar products or services contained in the contract. These informal quotations may be secured from participants in the initial bid as well as new sources of supply. However, in no event shall the prices come from prospective vendors who cannot comply with the original bid specifications, terms or conditions. Seller may propose market price changes to buyer for evaluation; buyer may in turn request price changes from seller.
5. **Freight Terms:** All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an “all or nothing” clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents.
6. **Shipments:** All line items shall be delivered to the District Warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
7. **Marking of Packages:** Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.

## E-Rate Eligibility Requirements

### **E-rate Eligible Services defines Basic Maintenance and Software as the following**

Necessary Basic Maintenance and Software Services are follows: For the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts.

The following maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Basic technical support
- Configuration changes
- Software

Basic maintenance and software is eligible for discount only if it is a component of a maintenance agreement or contract for eligible components. The agreement or contract must specifically identify the eligible components covered, including product name, model number, and location.”

In addition, in December of 2010, the Federal Communications Commission issued clarifications regarding the eligibility of Basic Maintenance of Internal Connections (BMIC) in DA 10-2355. The FCC stated the following:

“As explained in the *Sixth Report and Order*, the Commission seeks comment every year on the proposed list of services and products that are eligible for E-rate funding and uses several criteria to determine whether to include a service in the Eligible Services List (ESL) for the E-rate program.<sup>5</sup> Although the Commission had sought comment on, among other options, whether it should cease funding for BMIC for funding year 2011, it ultimately decided to retain BMIC as an eligible priority 2 service for the upcoming funding year.<sup>6</sup> In the *Sixth Report and Order*, the Commission explained that “\*requests for basic maintenance will continue to be funded as internal connections if, but for the maintenance at issue, the service would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such service.”

In order to avoid the potential waste of E-rate resources, however, the Commission concluded that reimbursements for BMIC will be paid only for actual work performed or for hours of labor actually used. The Commission required applicants and service providers to submit invoices to the Universal Service Administrative Company (USAC) for physical work actually performed, as opposed to invoicing in advance for estimated work that in some circumstances may never be performed. Moreover, the Commission stated that work invoices should be based on a reasonable hourly rate or flat fee for the type of service performed and that this process will ensure that E-rate funds will be used only when actual services are provided.

We clarify that fixed price BMIC contracts will continue to be eligible for funding, but only for work that is actually performed under the contract. The Commission’s ruling does *not* limit contracts eligible for funding to those that pay service providers on a time and materials basis. For example, if a service provider offers a flat fee for all maintenance and repairs necessary for the upcoming year for specific pieces of equipment, the applicant may apply for E-rate funds for estimated repairs, and funds will be released when repairs or other maintenance is performed and invoices for the actual repairs are submitted to USAC. As work is performed, invoices may be submitted to USAC on a periodic basis during the funding year. We note that USAC, as part of its regular reviews to ensure that funding is being properly disbursed, may request information from applicants or service providers in order to verify the accuracy of the amounts invoiced. We emphasize that applicants should reasonably estimate their anticipated Expenses. For example, it is not reasonable to estimate an amount that would cover the cost of every piece of eligible equipment. Instead, the estimated

amount must be based on verifiable or historical data, such as previous years' expenses related to maintenance, the cost of previous or current maintenance contracts, and the age of the equipment at issue. If a request for funding seems excessive, especially as compared to requests from previous years, for example, USAC may request additional information from the applicant to support its estimate. We note that an applicant that grossly or knowingly submits a request for funding that is far in excess of its needs will violate the Commission's requirements that applicants make a *bona fide* request for funding.

We further clarify that reimbursement is permitted for some other types of BMIC without an applicant having to demonstrate that work was performed. Services such as software upgrades and patches, including bug fixes and security patches, and online and telephone-based technical assistance and tools that are typically standard fixed priced offerings will continue to be funded as BMIC if the service or equipment would not function and serve its intended purpose with the degree of reliability ordinarily provided but for these specific services. In many cases the costs and frequency of these types of services may be difficult to predict or quantify, so we clarify that reimbursement for these repairs will be permitted without demonstration of work performed, as a matter of administrative convenience. Therefore, applicants will be allowed to seek reimbursement of a one-time charge for these services at any time during the funding year. We explicitly distinguish these types of services from the physical maintenance and repair of equipment, such as the labor and parts needed to repair equipment at the school or library, which, as set forth in paragraph 107 of the *Sixth Report and Order* and clarified above, requires that work be performed before reimbursement can occur."

Therefore, the District is interested in maintenance agreements that meet FCC eligibility requirements, such as: Time and materials agreements, software and technical support, if not bundled with advanced hardware replacement.

## Specifications and Statement of Work

The contract to be awarded will be considered Time and Materials contract. Services described in this Statement of Work on an as needed basis for a not to exceed expenditure.

The District is looking for a 1-year contract to align with the E-Rate funding year FY 2021.

Should the services outlined become ineligible for E-rate program discounts, the District shall have the right to cancel any and all contracts with no penalty.

Any costs that would not be eligible for E-rate must be identified by the service provider and placed on a separate cost submission.

The District wishes to purchase Maintenance Agreement(s), to include repair and upkeep of eligible data and voice hardware and basic technical support and configuration changes. The annual unit cost must be shown on the Fee Schedule. However, for some items or quantities, the actual maintenance purchase may require a monthly pro-rated amount of the annual unit cost, in order to begin or terminate in accordance with the E-rate funding requirements.

The annual unit maintenance cost must include network restoration for data and voice equipment. The annual unit maintenance cost must include all requirements, including but not limited to, maintenance, all components, necessary tools, equipment, software, licenses, materials, parts, labor, installation, time, freight, sales tax and travel. All other associated costs, including, but not limited to, technical assistance, engineering, network troubleshooting for these sites, administration, support, project management, loaner equipment, in-service and training must be included in the annual unit maintenance cost.

The FCC's Third Report and Order clarified and narrowed the scope of Technical Support Services dealing with maintaining installed and functional eligible Internal Connections to only those tasks necessary to keep the equipment functioning, but not to add additional functionality. Pointedly, the FCC has mandated that "repair," "upkeep" and "configuration changes" are eligible, but nothing more.

They have specifically excluded help desk services and network monitoring. **(FCC 03-323 THIRD REPORT AND ORDER AND SECOND FURTHER NOTICE OF PROPOSED RULEMAKING Adopted: December 17, 2003)**

Basic Maintenance comprises standards and best practices derived from accepted industry "Best Practices" documentation developed and adopted by the various equipment manufacturers, including Cisco Systems, Microsoft, and others. VENDOR's Basic Maintenance solutions will provide diagnostic, repair, upkeep and configuration change services in accordance with established industry best practices to help maintain the District's eligible E-Rate equipment. Please refer to USAC's Schools and Libraries Division (SLD) web site for the "Eligible Services List" for the specific tasks which can be performed under an E- Rate eligible contract.

### CHECK LIST OF REQUIRED DOCUMENTS FROM ALL VENDORS

- ✓ Proof of Cisco Authorized Service Provider
- ✓ Pricing for Maintenance for Cisco Equipment
- ✓ Signed Maintenance Proposal
- ✓ Proof of Certifications listed under Staffing Requirements
- ✓ References from 3 similar institutions located in Southern California where similar work has been completed in the last 12 months.
- ✓ Documentation on the call Management process for all Service Calls
- ✓ Technical Support Information

## **ADDITIONAL SERVICE REQUIREMENTS**

The District reserves the right to amend the agreement or enter a new agreement for additional items.

If the District reserves the right to add newly purchased equipment will be added to the maintenance service as their warranty periods expire and will be maintained at the pro-rated annual price listed herein.

## **STAFFING REQUIREMENTS**

The successful Vendor(s) must hold valid manufacturer's certifications appropriate to the scope of work.

## **INSPECTION OF SITES**

It shall be the responsibility of the successful Vendor(s) to inspect the work site along with a District assigned representative. The Vendor shall arrange to examine each site and become thoroughly familiar with all existing conditions within the scope of the work prior to the commencement of work.

## **RESPONSE REQUIREMENT**

One hundred percent parts, materials, labor, time, travel, installation, preventative maintenance and repair maintenance with a twenty-four (24) hour response time (next business day) between the hours of 7:00 am to 5:00 pm. A 24-hour maximum limit to bring the system to District acceptable functionality is required, full repairs to be completed as soon as possible, and in agreement with the District authorized personnel, with 24-hour repair time for all critical components, Monday through Friday, excluding holidays, at various VVUSD sites. On a case-by-case basis, other times and days may be agreed to by the District and Vendor in writing.

## **REPAIR REQUIREMENT**

Twenty-four-hour maximum repair time for all components, Monday through Friday, excluding holidays, at various and simultaneous District sites is the SLA goal. On a case-by-case basis, other times and days may be agreed to by the District and Vendor in writing. The Vendor shall provide and remove loaner equipment at no additional cost to the District if above maximum time frames cannot be met.

## **NON-COMPLIANCE**

Penalty for non-compliance of Response or Repair Requirement is \$500 a day plus any incurred expenses by the District.

## **SOFTWARE UPDATES**

Most current available software updates and patches for items covered under this maintenance agreement shall be provided and installed for the District throughout the term of the contract.

## **MAINTENANCE PROTOCOL**

At the time notification from the District is given to the Vendor indicating that maintenance is required, the Vendor will advise the District when the Vendor will visit the site by stating a date and approximate time for the site visit. Accurate call records shall be maintained and provided to the District upon request, showing names of the Vendor personnel contacted for all service calls. The 24-hour response time starts when the authorized District representative contacts the Vendor to place a service request. The Vendor will visit the site to determine the problem and then contact the District to advice of findings, solution and expected time requirement for completion of the repair. The Vendor will also immediately advise the District of any changes or delays in the maintenance work needed. In addition, the Vendor will contact the District to advise when the job has been successfully completed. The Vendor is not permitted to take District property without first notifying the District and reporting asset information to the designated district contact. The District reserves the right to receive a pro-rated credit for the unused portion of the annual maintenance amount should the equipment be removed from District use, unless replaced with like or upgraded item. There shall not be any penalty or additional charge for the discontinuation of the service.

## **REPORTS**

The Vendor shall maintain and provide an electronic copy and two (2) hard copies of repair reports to the District on a quarterly basis, reports shall be in Excel format. The report shall contain the following minimum information: site, make, model, asset tag serial number, district number of equipment, date of requested repair, date of completion of repair, and a statement of what was repaired. At the end job the vendor shall provide an updated "AS BUILD" drawing documenting the network inventory for each school including moves, adds or changes using Visio or other agreed upon software.

## **LIMIT OF SERVICE**

The District may place an unlimited number of service requests. The prompt response from the vendor will not add any additional fees will be charged other than the fees outlined in Appendix A.

## **EXCLUSIONS OF SERVICE**

The District excludes from the Vendor(s) coverage of this maintenance agreement any repairs that are caused by: misuse, or failure to follow the manufacturer's operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than Vendor(s) personnel without Vendor authorization, or without Vendor supervision, and products not covered under this agreement.

## **MANUALS**

Vendor(s) shall furnish, at no charge to the District, one copy of all operating manuals for every new piece of equipment installed as a result of maintenance item replacement.

## **WARRANTY**

Vendor(s) must warranty all products and service against defect in workmanship for at least 90 days or the manufacturer warranty, whichever is greater. Warranty must be inclusive for all quote items, including but not limited to, equipment, software, workmanship, labor, installation, parts, time, travel, and freight.

## **TECHNICAL SUPPORT**

Vendor(s) are to provide information on their technical support. Location, hours, phone number, and key contact names are to be provided.

## **MAINTENANCE PRICING PROPOSAL**

Quantities shown are estimates only. The District reserves the right to order more, less or none of the quantities/items indicated. Vendor(s) should insert an annual unit cost for maintenance coverage for the items shown below: (INCLUDE CALIFORNIA SALES TAX AND ALL COSTS INCIDENTAL TO THIS CONTRACT IN THE ANNUAL UNIT MAINTENANCE COST.) The cost for each component shall include network restoration, cabling infrastructure services and proactive maintenance.

## **NETWORK RESTORATION SERVICES**

The District desires the support and restoration of Network (data and voice) down problems caused by E-rate eligible equipment.

Additionally, the Vendor(s) will provide preventative services including:

- Repair and upkeep of eligible hardware
- Basic Technical support
- Configuration changes
- Maintenance report
- Software upgrades and patch application

**MAINTENANCE SERVICES BILLING**

All work performed will be for E-Rate eligible items. Any work on ineligible items or services must be authorized by the District.

As a service to the District, the Vendor(s) will perform dual billing per E- rate terms and conditions. First, the Vendor(s) will invoice the District monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, VENDOR will invoice the SLD for the remaining discounted portion of the ELIGIBLE items.

It shall be the responsible of the Vendor(s) to maintaining detailed logs of work performed, the equipment involved, and the location of said equipment. This information must be provided to the district.

## VAL VERDE USD SITE LOCATIONS

Data Center 1 - Val Verde Unified School District – District Office (Primary Data Hub)  
 975 West Morgan Street  
 Perris, CA 92571

Data Center 2 - IT Data Center (Secondary Data Hub)  
 21705 Martin Street  
 Perris, CA 92570

Entity #	Site Name	Site Address
16030127	AVALON ELEMENTARY	1815 E RIDER ST PERRIS, CA 92571
105252	BETHUNE (MARY MCLEOD) ELEMENTARY	25390 KRAMERIA ST MORENO VALLEY, CA 92551
16030125	CITRUS HILL HIGH SCHOOL	18150 WOOD RD PERRIS, CA 92570
16024005	COLUMBIA ELEMENTARY SCHOOL	21350 RIDER ST PERRIS, CA 92570
16066145	EL POTRERO PRESCHOOL	16820 VIA PAMPLONA DR MORENO VALLEY, CA 92551
16024000	LAKESIDE MIDDLE SCHOOL	27720 WALNUT ST PERRIS, CA 92571
16030126	LASSELLE ELEMENTARY SCHOOL	26446 KRAMERIA AVE MORENO VALLEY, CA 92555
105322	MANUEL L REAL ELEMENTARY	19150 CLARK ST PERRIS, CA 92570
16035430	MARCH MIDDLE SCHOOL	15800 INDIAN AVE MORENO VALLEY, CA 92551
16036858	MAY RANCH ELEMENTARY SCHOOL	900 E MORGAN PERRIS, CA 92571
105324	MEAD VALLEY ELEMENTARY SCHOOL	21100 OLEANDER AVE PERRIS, CA 92570
16078666	ORANGE VISTA HIGH SCHOOL	1400 ORANGE AVE PERRIS, CA 92571
105256	RAINBOW RIDGE ELEMENTARY SCHOOL	15950 INDIAN AVE MORENO VALLEY, CA 92551
105254	RANCHO VERDE HIGH SCHOOL	17750 LASSELLE ST MORENO VALLEY, CA 92551
16024002	SIERRA VISTA ELEMENTARY SCHOOL	20300 SHERMAN RD PERRIS, CA 92571
17002909	STUDENT SUCCESS ACADEMY	972 W MORGAN ST PERRIS, CA 92571
105321	TOMAS RIVERA MIDDLE SCHOOL	21675 MARTIN ST PERRIS, CA 92570
16035429	TRIPLE CROWN ELEMENTARY SCHOOL	530 ORANGE AVE PERRIS, CA 92571
16024004	VAL VERDE ACADEMY	25100 RED MAPLE LN MORENO VALLEY, CA 92551
16044353	VAL VERDE DISTRICT OFFICE	975 W MORGAN ST PERRIS, CA 92571
16060835	VAL VERDE EDUCATION CENTER	21705 MARTIN ST. PERRIS CA 92570
105330	VAL VERDE ELEMENTARY SCHOOL	2656 INDIAN AVE PERRIS, CA 92571
105329	VAL VERDE HIGH SCHOOL	972 W MORGAN ST PERRIS, CA 92571
16060834	VAL VERDE MAINTENANCE & OPERATIONS	2935 INDIAN AVE., PERRIS CA 92571
16060834	VAL VERDE SELPA OFFICE	2935 INDIAN AVE., PERRIS, CA 92571
105249	VICTORIANO ELEMENTARY SCHOOL	25650 LOS CABOS DR MORENO VALLEY, CA 92551
105250	VISTA VERDE MIDDLE SCHOOL	25777 KRAMERIA ST MORENO VALLEY, CA 92551



## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

### 1) **E-RATE CONTINGENCY**

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

### 2) **SERVICE PROVIDER REQUIREMENTS**

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its

proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

#### **EARLY FUNDING CONDITIONS**

##### **Category 1**

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

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

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


The complete text can be found at the following URL:

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

##### **Category 2**

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

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

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

However, NO INVOICING can take place prior to July 1 of the funding year.

**5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

**6) FCC/SLD AUDITABILITY**

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

**7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

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

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

## Bid Form

TO: Val Verde Unified School District, acting by and through its Governing Board, herein called the District:

1. Contractors may bid on one, two or all combinations listed below.
2. Pursuant to and in compliance with the Notice to Contractors Calling for Bids and the all other documents relating thereto, the undersigned bidder, having familiarized him/herself with the terms of the contract, local conditions affecting the performance of the contract, the cost of the work, the place where the work is to be performed, and with the drawings, specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the work described in the contract, including all component parts, and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment and complete in a workmanlike manner all of the work required in connection with this bid, all in strict accordance with the drawings and specification and other contract documents, including addenda, if any, on file at the office of the Director of Facilities Contracts and Purchasing Services of said District, for the sum of upon submission of any invoices.

The District will be invoiced monthly for at the following rates:

**ERate Eligible** Cisco SP Base Service Bid Form ONLY

Con-SNT-E (8x5 – 4hr.)

Services Description	Charges	Qty	Extended Charges
To be 100% E-rate eligible.			
Hardware remote and on-site basic personnel support	\$ ____ per hour	100	
Hardware remote and on-site advanced personnel support (such as certified engineer)	\$ ____ per hour	100	
Manufacturer's authorized basic maintenance including items such as software updates, bug fixes, patches, and telephone technical support (if applicable) – MUST NOT INCLUDE HARDWARE REPLACEMENT ** ADD ALL ERATE ELIGIBLE TOTALS TOGETHER FROM ATTACHMENT "A" FOR THIS LINE ITEM		<i>As appropriate to Attachment A Equipment to be Covered</i>  <i>See All Tabs</i>	
Repair of equipment that is not end of life up to \$50,000			\$50,000
Replacement of malfunctioning equipment up to \$100,000			\$100,000
<b>Discount % off List Price:</b> _____			
<b>Not to Exceed Amount</b>			

**NON ERate Eligible** Advanced Hardware Replacement *Bid Form ONLY*

Con-SNT-E (8x5 – 4hr.)

Services Description To be Non ERate eligible	Charges	Qty	Extended Charges
Hardware remote and on-site basic personnel support	\$ ___ per hour	100	
Hardware remote and on-site advanced personnel support (such as certified engineer)	\$ ___per hour	100	
Manufacturer's authorized basic maintenance including items such as software updates, bug fixes, patches, and telephone technical support (if applicable) – <b>Must not include hardware replacement REPLACEMENT ** ADD ALL ERATE NON ELIGIBLE TOTALS TOGETHER FROM ATTACHMENT "A" FOR THIS LINE ITEM</b>		<i>As appropriate to Attachment A Equipment to be Covered</i>  <i>See All Tabs</i>	
Repair of equipment that is not end of life up to \$50,000			\$50,000
Replacement of malfunctioning equipment up to \$100,000  Discount % off List Price: _____			\$100,000
<b>Not to Exceed Amount</b>			

3. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
4. The required bid security is attached hereto.
5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District three copies each of the Performance Bond and Labor and Material Bond as specified, all within three (3) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the District's Notice to Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.
6. All notices or other correspondence should be addressed to the undersigned at the address stated below.
7. The names of all persons interested in the foregoing proposal as principals are as follows:

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

8. The undersigned is licensed in accordance with the act providing for the registration of contractors, License No. \_\_\_\_\_.
9. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit

or bond forfeited as damages.

10. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tender's final payment to the bidder.

Signature Authorization and Nature of Bidders Firm.

The undersigned certifies that he is authorized to sign this proposal on behalf of the bidding firm or company.

Nature of Company \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

## Agreement

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Val Verde Unified School District, hereinafter referred to as DISTRICT, of Riverside County, California, and \_\_\_\_\_, hereinafter referred to as VENDOR.

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

1. **SCOPE:** The VENDOR shall perform, within the time stipulated, the contract herein defined and shall provide all labor, materials, tools, and transportation to complete all work required in connection with the project. It is the duty of the VENDOR to complete the work in exact accordance with the approved plans, specifications and other contract documents.
2. **TIME FOR COMPLETION:** The work will start for this project no later than five (5) calendar days after the date of the Notice to Proceed is issued by DISTRICT and necessary Bond documents issued by VENDOR in favor of DISTRICT are complete all not later than one hundred thirty-five (135) calendar days after the date of the Notice to Proceed.
3. **CONTRACT PRICE:** The District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deduction as provided in the contract documents, the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00), said sum being the initial amount of the contract from \_\_\_\_\_, 20\_\_\_\_ thru \_\_\_\_\_, 20\_\_\_\_.
4. **COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Vendors Calling For Bids, Bid Overview, Schedule of Important Dates, Instructions to Bidders, Supplemental Instructions to Bidders, Specifications, List of Required Submittals, Bid Form, Agreement, List of Deviations, and Non collusion Affidavit.

Work required by one document and not by another should be done as if required by all.

5. **RULES AND REGULATIONS:** The Vendor agrees to comply with and observe all provisions of the code sections referred to in the contract documents and any other rules and regulations generally applicable to this type of work.
6. **HOLD HARMLESS:** The Vendor shall hold harmless and indemnify the District, its Governing Board, its Officers and Employees from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and © Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract.

The Vendor at his expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein.

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



8. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of the contract the Vendor is an independent VENDOR and not an officer, agent or employee of the District.
  
9. **TERMINATION:** If Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon seven-day written notice, cancel the contract and procure services elsewhere.  
  
If District at any time during the period of this contract, fails to perform satisfactorily or to remit payment of all proper invoices within a reasonable period of time, Vendor may, upon seven days written notice, cancel the contract in its entirety.
  
10. **FORCE MAJEURE:** The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the District.
  
11. **CONTRACTOR'S PERSONNEL:** All personnel assigned to perform under this contract shall be subject to continuous approval of the District and by the Vendor.
  
12. **PAYMENT:** On or about the first business day of each month the VENDOR shall submit invoices in the form and number required by the District for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within a reasonable time thereafter, not to exceed thirty (30) days.
  
13. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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

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

Approved:

VENDOR

Val Verde Unified School District

\_\_\_\_\_  
By

\_\_\_\_\_  
Stacy Strawderman  
Director of Facilities, Contracts and Purchasing Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax Payer I. D. # or SSN

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

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED**

(Public Contract Code Section 7106)

State of California

County of

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

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

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

[SEAL]

\_\_\_\_\_  
(signature of officer)

\_\_\_\_\_  
(typed name of officer)

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

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

\_\_\_\_\_  
(Notary Name)

\_\_\_\_\_  
(Typed Name & Title)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that whereas, Val Verde Unified School District by resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the work described as follows: \_\_\_\_\_.

**WHEREAS**, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract, NOW THEREFORE, we, the principal and \_\_\_\_\_ AS SURETY, are held and firmly bound unto the \_\_\_\_\_, hereinafter called the "Owner", in the penal sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION IS SUCH** that if the above bounden Principal, his or its 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 the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By Attorney in Fact

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with our respective heirs, executors, administrators, successors and assigns, held and firmly bound unto VAL VERDE UNIFIED SCHOOL DISTRICT, hereinafter the "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the [PROJECT] and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
(Principal Name)

(Principal's Corporate Seal)

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

\_\_\_\_\_  
(Typed or Printed Name)

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

\_\_\_\_\_  
(Surety Name)

(Surety's Corporate Seal)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name) (Attach Attorney-in-Fact Certificate)

( ) \_\_\_\_\_  
(Area Code and Telephone Number of Surety)

**LABOR AND/OR MATERIALS RELEASE CERTIFICATE**

The undersigned hereby waives and releases any and all lien or claim or right of lien against the Val Verde Unified School District, the property described herein and improvements thereon and for improvements incident thereto.

The undersigned certifies that all workmen and persons employed, all firms supplying materials and all subcontractors upon the project have been paid in full; and that there are no bills outstanding against the project for either labor or materials, except certain items, if any, to be set forth in the affidavit covering disputed items or claims in connection with Notice to Withhold which have been filed under the provisions of the Statutes of the State of California.

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

Notarized by: \_\_\_\_\_

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

## CONTRACTORS' LIABILITY

Each CONTRACTOR to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract.

It is understood that you are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of the code and you will comply with such provisions before commencing the performance of the work of this contract.

It is agreed that the DISTRICT shall be held harmless for any accidents occurring during the Contractor's use of the facilities, unless there be contributory negligence on the part of the DISTRICT.

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