

# Reed Union School District



*Together we provide our children with extraordinary opportunities  
to enlighten their minds, inspire their hearts,  
and strengthen their resolve to positively impact their world.*

## **Data and VoIP Infrastructure**

### **Request for Bid**

**March 27, 2012**

Reed Union School District  
Dr. Steven Herzog, Superintendent  
277A Karen Way  
Tiburon, CA 94920

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## AGREEMENT FOR DATA NETWORKING & VOIP INFRASTRUCTURE

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Contractor") and Reed Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Contract Price"), the following services:

### EXHIBIT "A"

2. Contractor shall perform the Work at Reed Union School District, all three active school sites. The Project is the scope of Work performed at the Sites.
3. Work shall be completed within forty-four (44) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand Dollars (\$ 1,000) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
6. Payment for the Work shall be made in accordance with the Terms and Conditions.
7. Inspection and acceptance of the Work shall be performed by **Ron Pellegrini and/or District Designee**.
8. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

#### **District**

Reed Union School District  
ATTN: Ron Pellegrini  
277 Karen Way  
Tiburon, California 94920  
[FAX]

#### **Contractor**

Name: \_\_\_\_\_  
ATTN: \_\_\_\_\_  
[ADDRESS]  
[FAX]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
10. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
12. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_\_\_

**Reed Union School District**

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

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Contractor:** \_\_\_\_\_

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

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

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

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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**Information regarding Contractor:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

☐ Individual☐ Sole Proprietorship☐ Partnership☐ Limited Partnership☐ Corporation, State: \_\_\_\_\_☐ Limited Liability Company☐ Other: \_\_\_\_\_\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

## **TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
12. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-

square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

13. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
14. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
15. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
16. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
17. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
19. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

20. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
21. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
22. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
23. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability insurance:** \$1,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.
24. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from the date of completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
25. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.



26. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
27. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Information for the prevailing rate of per diem wages is available at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to a District LCP or State Labor Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.
28. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
29. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
30. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For

purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

31. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
33. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
34. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
35. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
37. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
39. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
41. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law 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 therein.

42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Bidder Name),  
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ (City, State).

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

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

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

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

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

### **PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

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

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

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

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

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

### **WORKERS' COMPENSATION CERTIFICATION**

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

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

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

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

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

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

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

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

### **CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

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

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

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

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

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

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

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

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

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

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

- a. 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.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

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

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

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

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

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



## **TOBACCO-FREE ENVIRONMENT CERTIFICATION**

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

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

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

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

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

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

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

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

### **ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

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

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

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

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

### **LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

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

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

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

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

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

## **BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as \_\_\_\_\_ as Principal (“Principal”),

and \_\_\_\_\_ as Surety (“Surety”),  
a corporation organized and existing under and by virtue of the laws of the State of California  
and authorized to do business as a surety in the State of California, are held and firmly bound  
unto the Reed Union School District (“District”) of County, State of California as Obligee, in  
the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to  
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted  
a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner  
required under the Contract Documents, after the prescribed forms are presented to Principal for  
signature, enters into a written contract, in the prescribed form in accordance with the bid, and  
files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for  
labor and materials as required by law, and meets all other conditions to the contract between the  
Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save  
harmless the Obligee from any damage sustained by the Obligee through failure of the Principal  
to enter into the written contract and to file the required performance and labor and material  
bonds, and to meet all other conditions to the Contract between the Principal and the Obligee  
becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain  
in full force and effect. The full payment of the sum stated above shall be due immediately if  
Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of  
Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

**DESIGNATED SUBCONTRACTORS LIST**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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



**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Reed Union School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**DATA NETWORKING and VOIP INFRASTRUCTURE**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, 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, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the 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 Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, 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.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall

limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the 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 WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Reed Union School District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**DATA NETWORKING & VOIP INFRASTRUCTURE**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214

and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
("Contractor")

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

PROJECT:   **DATA NETWORKING and VOIP INFRASTRUCTURE**

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is \_\_\_\_\_, 20\_\_.

You must submit the following documents by 5:00 p.m. of the **(TENTH (10<sup>th</sup>)** calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of work.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

REED UNION SCHOOL DISTRICT

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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## **A1 INTRODUCTION**

### **1.1 Definitions**

For the purpose of this Request for Proposal (“BID”), references to “District” in all instances will be the customer, Reed Union School District. References to “Bidder” in all instances will be the Bidder submitting a response to this BID. References to “Vendor” in all instances will be the manufacturer of the products being proposed by the Bidder.

### **1.2 Clarification and Interpretation of BID**

**1.2.1** The words “must” or “will” or “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal.

**1.2.2** The District wants to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

### **1.3 Purpose**

The purpose of this BID is to provide minimum requirements, solicit bids, and gain adequate information from which the District may evaluate the Bidder’s products and services as they compare to other equipment providers and as they pertain to the needs of the District’s organization as defined in this document.

### **1.4 BID Number**

The District has assigned the following BID identification that must be referenced in all communications regarding this BID:

**RUSD – Data Networking and VoIP Infrastructure BID 2012**

### **1.5 Contract Duration and Project Timeframe**

The District reserves the right to extend this Contract for an additional period or periods of time at increments of no more than one year and a total contract term of no more than two years, provided that the District notifies the Bidder in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the District’s maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and bid.

### **1.6 The Owner**

The Reed Union School District is located approximately 12 miles north of San Francisco in Marin County. The district has three (3) campuses in Tiburon with a



combined total of approximately 1,400 students and a Maintenance Shop located in Corte Madera.

The District is seeking proposals to replace the three (3) antiquated Vodavi telephone systems, the Rauland clock and bell systems, and upgrade existing wireless access points and network infrastructure. The maturing of VoIP communication systems with offerings of advanced features, ease of maintenance and a favorable return on investment, the District has made the decision to implement a convergence-based VoIP communications system.

### **1.7 Proposed New IP Communications System**

This Request for Proposal (BID) documents Reed Union School District's requirements for a District-wide VoIP communications system. Bidders are to provide a turnkey solution for each of the following technologies in accordance to the requirements and specifications outlined in this BID.

- a)* VoIP communications system
- b)* Bell and Clock systems
- c)* Network Infrastructure including, wireless access points and selected cabling upgrades

### **1.8 Projected Installation Date**

It is anticipated that the selected system will be installed between June 18 and August 1, 2012.

### **1.9 BID Coordinator**

The following BID Coordinator shall be the Primary contact for this BID, and all correspondence or questions regarding this BID should be directed to his attention at:

BID Coordinator: Ron Pellegrini, Pellegrini Associates  
Address: 277 A Karen Way, Tiburon, CA 94920  
Phone: 925-516-1006  
Fax: 925-516-1034 (fax)  
Email: ron\_pellegrini@hotmail.com

### **1.10 Communications Regarding the BID**

**1.10.1** After release of this BID, all Bidder communications concerning this procurement must be directed to the BID Coordinator. Unauthorized contact regarding the BID with other employees of the procuring District may result in disqualification.

**1.10.2** All communications must be submitted in writing to the BID Coordinator. Any oral communications shall not be binding to the District or considered official. Questions, requests, and other types of written communication must cite the subject BID number. The BID Coordinator must receive these written requests by the deadline specified in the BID Calendar of Events, Section 1.11.

**1.10.3** All written communication regarding this BID can be sent by facsimile transmission or email.

**1.10.4** The BID Coordinator shall respond in writing to all written communications. This response shall constitute an amendment to the BID. Only written responses to written communications shall be considered binding and official by the District. At its sole discretion, the District reserves the right to determine appropriate and adequate responses to written questions, comments, and requests for clarification.

**1.10.5** Any data or factual information provided by the District shall be deemed as informational purposes only. Prospective bidders are required to attend the Mandatory Pre-Bid Conference and walk each site for the purpose of independently verifying the information and obtaining any additional details necessary to prepare a complete response to this BID.

### **1.11 Calendar of Events**

The following BID Schedule of Events represents the District's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Daylight Time. The District reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Calendar of Events shall be provided to all Bidders in the form of an addendum.

<b>Activity</b>	<b>Date</b>
BID Released to Bidders	03/27/2012
Mandatory Bidders' Conference/Site Walks	Monday 04/09/2012 9:00 a.m.
Final Questions Deadline	04/13/2012
Response to Questions Deadline	04/17/2012
Bid Due Date	05/01/2012 12:00 p.m.
Bid Evaluation	05/02/2012
Bidder Selection	05/15/2012

## **A2 CURRENT OVERVIEW**

The Reed Union School District is seeking a convergence-based IP Communications System that will transparently serve current and future needs at the District Office as well as remote

campuses and facilities throughout the District. The implementation of an IP Communications System, utilizing as much of the District's existing network infrastructure as possible, will help in meeting the following objectives:

- a) Cost-effectively meet communication needs of the District.
- b) Optimized use of the District's technical staff and infrastructure resources.
- c) Improved and more cost-effective maintenance and management of an IP Communications System.
- d) Improved security, integrity, ease-of-use, and availability of the communication system to all District staff.
- e) Flexibility and agility to accommodate District's communication needs through scalable technology solutions.

This BID pertains to the requirements for the installation and on-going support in meeting the voice and data communication requirements of the District. The District understands that there may be requirement and/or additional cable runs necessary to support VOIP telephones. A detailed diagram of each site's current network equipment and topology has been provided in the appendices.

Information provided throughout the BID and documented on the diagrams is based on data available at time of discovery and is deemed accurate by the District. Each Bidder, however, is required to walk each site and verify equipment and topology as it relates to their proposed solution. Delineations from the written and/or illustrated documentation discovered during site walks will prevail and an addendum will be issued.

It is the sole responsibility of the Bidder to verify the stability, reliability, and efficiency of the District's existing data infrastructure to support Bidder's proposed IP communication solution and maintain a high level of operability for the District's data applications and other network requirements. If equipment needs to be changed out to satisfy these requirements, the costs will have to be clearly defined by the Bidder and included as part of the Bidder's base bid.

## **2.1 Reed Union School District Voice and Data Background:**

### **PSTN Network:**

The PSTN network serving the District is comprised of separate business lines serving each school and the District Office. An inventory of all lines with the appropriate function is being developed and will be provided to bidders at the Bidders Conference and site walk.

### **Vodavi Telephone Systems:**

Vodavi telephone systems are installed at each school and the District Office. The Vodavi systems do not provide the ability to transfer calls within the District, therefore callers are often required to dial multiple telephone numbers to navigate within the District. An objective of the system replacement is to establish seamless call transfers within the District.

Voice mail systems are integrated with the Vodavi telephone systems. Voice mails cannot be distributed seamlessly throughout the District. An objective of the system replacement is to establish a seamless District-wide voice mail platform.

**Rauland systems:**

Antiquated Rauland clock, bell, and announcement systems are installed at all schools. An objective of this project is to replace all systems.

The District currently has AT&T Optiman service provided between the schools and the Marin County Office of Education. Del Mar Middle School is the network hub with 10m circuits to both Reed Elementary and Bel Aire Elementary Schools, and a 50 m circuit to the Marin County Office of Education.

**2.2 Reed Elementary School (Grades K-2)**

Reed Elementary School is located at 1199 Tiburon Blvd, Tiburon, and serves the townships of Tiburon, Belvedere, and East Corte Madera. The school has 505 students with 55 staff.

**2.3 Bel Aire Elementary School (Grades 3-5)**

Bel Aire Elementary School is located at 227 Karen Way, Tiburon, and serves the townships of Tiburon, Belvedere, and East Corte Madera. The school has 467 students with a staff of 53.

**2.4 Del Mar Middle School (Grades 6-8)**

Del Mar Middle School is located at 105 Avenida Miraflores, Tiburon, and serves the townships of Tiburon, Belvedere, and East Corte Madera. The school has 427 students with a staff of 36.

**2.5 Maintenance Shop**

The District Maintenance Shop is located at 50 El Camino Drive, Corte Madera. The maintenance shop has a staff of 6. The maintenance shop is not connected to the Districts data network.

**A3 RULES GOVERNING PROPOSALS**

**3.1 Address and Deliver Bids to:**

Bids should be addressed and delivered to the above BID Coordinator, Ron Pellegrini, Pellegrini Associates.

**3.2 Bid Deadline**

Bids shall be submitted no later than the Bid Deadline time and date detailed in the BID Calendar of Events. Bidders shall respond to the written BID and any exhibits, attachments, or amendments. A Bidder's failure to submit a bid before the deadline, as required, shall cause that bid to be disqualified.

Bidders assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual bid receipt by the District. Late bids shall not be accepted nor shall additional time be granted to any Bidder.

Bids may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

### **3.3 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Bidders. Accordingly, all Bidders entering into contracts with the District shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **3.4 Electronic Form**

An electronic form of this BID may be obtained from the District's web site <http://www.reedschools.org>.

### **3.5 General Bidding Parameters**

#### ***3.5.1 Contingencies***

Before submitting their bid, Bidders should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Bidders should include in their bid all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.

#### ***3.5.2 Insurance***

The apparent successful Bidder will be required to provide proof of adequate workers compensation and public liability insurance coverage before entering into a contract. Additionally, the District may, at its sole discretion, require the apparent successful Bidder to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the District shall be in form and substance acceptable to the District. The apparent successful Bidder will hold District harmless against all claims arising out of the system installation.

#### ***3.5.3 Licensure***

Before a contract pursuant to this BID is signed, the Bidder must hold all necessary and applicable business and professional licenses.

#### ***3.5.4 Conflict of Interest and Bid Restrictions***

By submitting a bid, the Bidder certifies that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or

gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this BID.

**3.5.5 *BID Amendment and Cancellation***

The District reserves the unilateral right to amend this BID in writing at any time. The District also reserves the right to cancel or reissue the BID at its sole discretion. Bidders shall respond to the final written BID and any exhibits, attachments, and amendments.

**3.5.6 *Right of Rejection***

**3.5.6.1** Any bid received which does not meet the requirements of this BID may be considered to be non-responsive, and the bid may be rejected. Bidders must comply with all of the terms of this BID and all applicable State and County laws and regulations. The District may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this BID.

**3.5.6.2** The District reserves the right, at its sole discretion, to waive variances in technical bids provided such action is in the best interest of the District. Where the District waives minor variances in bids, such waiver does not modify the BID requirements or excuse the Bidder from full compliance with the BID. Notwithstanding any minor variance, the District may hold any Bidder to strict compliance with the BID.

**3.5.7 *Severability***

If any provision of this BID is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the District and Bidders shall be construed and enforced as if the BID did not contain the particular provision held to be invalid.

**3.5.8 *Permits and Codes***

The selected Bidder will comply with all laws, codes, rules and regulations of the State, County, and City applicable to the work to be performed at the District's location. The Bidder, who shall pay all lawful charges, shall obtain all permits lawfully required.

**3.5.9 *Shipments***

All shipments and deliveries should be made to a District designated specific site for product staging and asset tagging. District will provide Bidder a safe and secure location to store equipment, provided that Bidder has made arrangements to properly deliver, unload, and store such deliveries to the District according to District's requirements. All equipment, supplies, and materials required for this project will remain the property of the Bidder until properly stored or installed and accepted by the District.

***3.5.10 Warranty and Maintenance***

A complete Warranty and Maintenance Agreement is required of this BID. Please refer to Section 11 for specific details of such requirements.

***3.5.11 Pricing***

**3.5.11.1** The price quoted will include a turn-key solution including hardware, software, installation, training, tax, and acceptance testing of the System.

**3.5.11.2** Bidder must itemize all charges for individually identifiable components of the proposed IP Communications system, including all associated installation and services. Bidder must include charges for all components required to connect all applications, all design charges, interface charges, training charges, and maintenance/warranty charges.

**3.5.11.3** The Cost Bid required format is provided in Section 12.

**3.5.11.4** The Cost Bid shall specifically record the exact cost amounts proposed in the appropriate spaces. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

**3.5.11.5** The Cost Bid format must be signed and dated by Bidder's authorized agent.

***3.5.12 Itemized List of Equipment***

Bidders must complete Attachment 12.2, itemizing all hardware, software, and professional services required for Bidder's proposed solution.

***3.5.13 Turn-Key Installation***

The price of the proposed solution must include all materials and professional services necessary to accomplish a turn-key installation.

***3.5.14 Late Proposals***

Proposals or unsolicited amendments to proposals arriving after the bid due date will be rejected as not meeting the mandatory requirements of this BID.

***3.5.15 Bid Withdrawal***

To withdraw a bid, the Bidder must submit a written request signed by an authorized representative to the BID Coordinator. After withdrawing a previously submitted bid, the Bidder may submit another bid at any time up to the deadline for submitting bids.

***3.5.16 Bid Amendment***

The District shall not accept any amendments, revisions, or alterations to bids after the deadline for bid submittal unless such is formally requested, in writing, by the District.

**3.5.17 Bid Errors**

Bidders are liable for all errors or omissions contained in their bids. Bidders shall not be allowed to alter bid documents after the deadline for submitting a bid.

**3.5.18 Incorrect Bid Information**

If the District determines that a Bidder has provided incorrect information which the Bidder knew or should have known was materially incorrect, that bid shall be determined non-responsive and the bid shall be rejected.

**3.5.19 Review Rights**

Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision-making process at the discretion of the District.

**3.5.20 Bid Preparation Costs**

The District shall not pay any costs associated with the preparation, submittal, or presentation of any bid.

**3.5.21 Bid of Alternate Services**

Bids of alternate solutions, excepting the enhancements and additional value components called for (*i.e.*, bids that offer something different from that requested by the BID), shall be considered non-responsive and shall be rejected.

**3.5.22 Bid of Additional Services**

If a Bidder proposes an offer of services in addition to those required by and described in this BID, these additional services may be added to the contract before contract signing at the sole discretion of the District.

**3.5.23 Independent Price Determination**

The Bidder is prohibited from submitting more than one bid. However, alternative solutions within Bidder's single response will be accepted. Submittal of more than one response shall result in the disqualification of the Bidder.

**3.5.24 Public Release of Information**

News releases, articles, brochures, advertisements, prepared speeches, and other information releases concerning this BID, or any subsequent contract or activity related thereto, may not be made without the prior written approval of the District.

**3.5.25 Liability and Reserved Rights**

The District reserves the right not to award a Contract to any of the Bidders solicited in this BID. The District also reserves the right to make partial awards. This BID may be withdrawn at any time without liability or responsibility for any damages or expenses incurred by Bidders.



## **A4 INSTRUCTIONS TO BIDDERS**

This section outlines specific instructions for proposal submission. Reed Union School District (District) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of the District. Bidders not adhering to these instructions shall be disqualified without further consideration.

### **4.1 Pre-Bid Conference/Site Survey**

**4.1.1** A pre-bid conference/site survey for all potential Bidders is scheduled at the time and date detailed in the BID Calendar of Events. The conference shall be held at the District Office located at 277 A Karen Way, Tiburon, CA 94920. The Bidders Conference/site survey will begin at 9:00 a.m. on Monday, April 9th, 2012. Following the general discussion, surveys will be conducted at each site. The purpose of the conference is to provide prospective Bidders the opportunity to survey each site and to gather information required for Bidders to prepare their responses to this BID. Additional documentation will be provided to prospective bidders at the Bidders Conference. To ensure that adequate copies of the documentation are prepared prospective bidders are to advise the RFP Coordinator, by email, of their intent to attend the Bidders Conference by April 2, 2012.

**4.1.2** The District requires all potential Bidders to attend the pre-bid conference/Site survey. Attendance is **MANDATORY** at all sites.

### **4.2 BID Questions**

Specific questions concerning the BID must be submitted in writing to the BID Coordinator. Please refer to the Calendar of Events and note the deadline for submitting questions. Response to any question that is given orally is to be considered tentative and non-binding to the District. The official response to questions shall be published in writing to all Bidders. This shall ensure accurate, consistent responses to all Bidders. Only the written responses from the District shall be considered official.

### **4.3 Bid Bond**

The District requires a bid bond to be included with the Bidder's bid response. The amount of the bid bond must equal 5% of the Bidder's bid total.

### **4.4 Response Format**

**4.4.1** The intent of the BID is to allow bidders the opportunity to fully explain their proposed solution. Bidders should include complete information to enable District to evaluate the Bidder's profile and ability to deliver a coherent and complete system.

**4.4.2** In the interest of consistency and to enable an efficient and fair evaluation process, proposal responses must conform to the following:

**4.4.2.1** Proposals shall mirror the format and sequence of the BID.

**4.4.2.2** Proposals shall include full details where requested and where appropriate for each requirement within the BID.

**4.4.2.3** Proposals shall provide a straightforward, concise description of the bidder's proposed solution.

**4.4.2.4** Proposals shall be self-contained and not rely on references to manuals or brochures.

**4.4.2.5** An executive summary must provide a top-level summary of the most important aspects of the Bidder's response. In addition, the response must include a contact name for bid clarification purposes.

**4.4.3** Where applicable, Bidders will respond in line to the original BID sections and will, for each individual statement of compliance, reply with one of the following:

**Compliant:** Bidder's product or service completely satisfies the stated condition or need. Where appropriate, bidder should provide additional details about how bidder complies.

**Partially Compliant:** Bidder's product or service only partially satisfies the stated condition or need.

**Non-Compliant:** Bidder's product does not satisfy any part of the stated condition or bidder does not or cannot provide the services needed.

**Noted:** Where a statement / requirement provides only general information.

**4.4.4** Bids should clearly provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this BID. Emphasis should be on completeness and clarity of content.

**4.4.5** Bids shall be prepared on standard 8 1/2" x 11" paper.

#### **4.5 Statement of Compliance**

By submission of a response to this BID, Bidder acknowledges full compliance with required specifications, and all terms and conditions as detailed in the BID.

#### **4.6 Bid Submittal**

**4.6.1** One original and four printed copies of the Bid shall be submitted to the District in a sealed package and be clearly marked:

**"RUSD – Data Networking and VoIP Infrastructure BID 2012 - Do Not Open"**

**4.6.2** All bids must be submitted to the BID Coordinator by the date and time identified as the Deadline for Submitting a Bid in the BID Calendar of Events.

**4.6.3** The complete proposal must include the proposal document with a response to the BID and all other materials requested. Bidders may include any additional

materials they feel could assist in the evaluation of the proposed system. However, each question must be responded to completely.

**4.6.4** All equipment components, hardware, software, training, installation services, and all other materials must be furnished for the complete installation of the new IP Communications System specified. Any additional material or equipment necessary for the installation and operation of the new IP Communications System not specified or described in this BID will be deemed to be required as a part of these specifications.

**4.6.5** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- a)* Bid Bond on the District's form or other security
- b)* Designated Subcontractors List
- c)* Site-Visit Certification
- d)* Noncollusion Declaration

**4.6.6** Bidders must submit with their Bids cash, a cashier's check, or a certified check payable to District, or a Bid Bond by an admitted surety insurer of not less than the percent (10%) of the amount of base bid. If bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

**4.6.7** Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of work to be performed.

**4.6.8** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigation as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract documents to District's satisfaction within the prescribed time.

#### **4.7 Key Evaluation Criteria**

All responses will be evaluated against the following criteria:

**4.7.1 Responsiveness:** A complete and concise response to the BID that complies with District's requirements.

**4.7.2 Capacity and Ability:** Bidders will be evaluated based on discussion of the methods proposed to use in providing the required services. Describe how the firm will handle the design and implementation phase of the project. Discuss design approach, implementation, deployment, cutover, and involvement in the design and implementation phases of the work.

**4.7.3 Best Value:** Bidders will be evaluated based on cost and best value.

**4.7.4 Experience:** Evaluation of the Bidder's experience in the design, implementation, integration, and support of IP Communications Systems and technologies. District has a vested interest in partnering with a Bidder who is recognized as a leader in the industry with a proven track record for solid services and financial resources.

**4.7.5 References:** Record of similar solutions provided for other Districts and/or other agencies by the Bidder, Project Team, and Manufacturer.

**4.7.6 Service Capabilities:** Remote serviceability and technical support of the entire IP Communication System. Ability to provide timely support on an ongoing basis.

**4.7.7 System Scalability:** Modular, cost-effective growth in system over the next ten years. Asset protection moving forward is critical.

#### **4.8 Bid Evaluation Process**

**4.8.1** All bids shall be reviewed by the BID Coordinator to determine compliance with basic bid requirements as specified in this BID. If the BID Coordinator determines that a bid may be missing one or more such requirements, the Bid Evaluation Team shall review the bid to determine:

- a)* if it meets requirements for further evaluation;
- b)* if the District shall request clarification(s) or correction(s); or
- c)* if the District shall determine the bid non-responsive and reject it.

**4.8.2** The BID Coordinator shall manage the bid evaluation process and maintain bid evaluation records. A Bid Evaluation Team made up of two or more District employees shall be responsible for evaluating bids.

**4.8.3** Presentations with demonstrations, written questions for further clarifications, and/or site visits to similar installations may be required.

**4.8.4** The District reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the bid. Discussions shall be limited to specific sections of the bid identified by the District and, if held, shall be after initial evaluation of Bids. If clarifications are made as a result of such discussion, the Bidder shall put such clarifications in writing.

#### **4.9 Force Majeure**

The Bidder will have no liability for delays, failure in performance, or damages due to: Fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond Bidder's control whether or not similar to the foregoing.

#### **4.10 Assignment and Subcontracting**

**4.10.1** The Bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior written approval from the District.

**4.10.2** If awarded a contract under this BID, the Bidder, notwithstanding the use of approved subcontractors, shall be the Prime Bidder and shall be responsible for all work performed.

**4.10.3** As part of response to this BID, Bidder must delineate the responsibility of each subcontractor to be utilized for this project.

#### **4.11 Right to Refuse Personnel**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Prime Bidder or its subcontractors for cause.

#### **4.12 Joint Ventures and Partnering**

**4.12.1** Bids from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the District as a result of the participation of multiple entities.

**4.12.2** The Bid shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this BID.

**4.12.3** The Bid must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this BID.

**4.12.4** The bid transmittal letter must be signed by each Principal of the joint venture and include all required information.

#### **4.13 Supplemental Terms and Conditions/Modifications**

Supplemental terms and conditions and modifications will be made via the Contract document, which will be negotiated with the successful Bidder.

#### **4.14 Standard Contract Information**

##### **4.14.1 Contract Approval**

The BID and the Bidder selection processes do **not** obligate the District and do **not** create rights, interests, or claims of entitlement in the apparent best-evaluated Bidder or any Vendor. Contract award and District obligations pursuant thereto shall commence **only** after the contract is signed by the successful Bidder and the head of the procuring District agency **and** after the contract is signed by all other District officials as required by District ordinances and regulations to establish a legally binding contract.

##### **4.14.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by District ordinances and regulations. Under no conditions shall the District be liable for payment of any type associated with the contract or responsible for any work done by the Bidder, even work done in good faith and even if the Bidder is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by District officials.

##### **4.14.3 BID and Bid Incorporated Into Final Contract**

This BID and the successful bid shall be incorporated into the final contract.

##### **4.14.4 Contract Monitoring**

The successful Bidder shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the District. The District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the District may inspect those areas of the Bidder's place of business that are related to the performance of the contract. If the District requires such an inspection, the Bidder shall provide reasonable access and assistance.

##### **4.14.5 Contract Amendment**

During the course of this contract, the District may request the Bidder to perform additional work for which the Bidder would be compensated. That work shall be within the general scope of this BID. In such instances, the District shall provide the Bidder a written description of the additional work, and the Bidder shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Bidder's Bid to this BID. If the District and the Bidder reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the

Bidder and the head of the procuring District agency and must be approved by other District officials as required by District laws and regulations. The Bidder shall not commence additional work until the District has issued a written contract amendment and secured all required approvals.

**4.14.6 Contract Award Process**

**4.14.6.1** The BID Coordinator shall forward results from the bid evaluation process to the District Selection Committee for consideration.

**4.14.6.2** The District reserves the right to make an award without further discussion of any bid submitted.

**4.14.6.3** District reserves the right to request a best and final offer.

**4.14.6.4** The District reserves the right, at its sole discretion, to negotiate with the apparent best-evaluated Bidder subsequent to the award of bid.

**4.14.6.5** The apparent best-evaluated Bidder shall be prepared to enter into a contract with the District. If a Bidder fails to sign and return the contract drawn pursuant to this BID and final contract negotiations within 14 days of its delivery to the Bidder, the District may determine, at its sole discretion that the Bidder is non-responsive to the terms of this BID and reject the bid.

**4.14.6.6** Contract award shall be subject to the contract approval of all appropriate District officials in accordance with applicable District laws and regulations.

**A5 BIDDER PROFILE**

**5.1 Organizational Information**

Bids shall provide the following information, in sequence, to evidence the Bidder's experience in delivering services similar to those required by this BID:

**5.1.1** a brief description of the Bidder's background and organizational history;

**5.1.2** years in business;

**5.1.3** a brief statement of how long the Bidder has been performing the services required by this BID;

**5.1.4** a statement regarding the Bidder's hardware solution that indicates:

**a)** Who manufactures the proposed system(s)? If not Proposing Bidder, Vendor/Manufacturer name and address.

**b)** Does the Bidder install the product or use business partners?

**c)** Does the Bidder maintain the product or use business partners?

- d)* Does the Bidder maintain a customer support center for problems?
- e)* Does the Bidder maintain a web site for customers to access technical support and documentation?
- f)* Other than the manufacturer that you are proposing in this response, what other manufacturers do you represent? Please state why you feel that the system you are proposing is a better fit than the other systems you represent.

**5.1.5** location of offices;

**5.1.6** a description of the Bidder organization's number of employees, longevity, and client base;

**5.1.6.1** whether there have been any mergers, acquisitions, or sales of the Bidder company within the last ten years (if so, an explanation providing relevant details);

**5.1.6.2** form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);

**5.1.6.3** a statement as to whether there is any pending litigation against the Bidder; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Bidder's performance in a contract under this BID

## **5.2 Sales Team Profile**

**5.2.1** Name of Salesperson/Account Executive Assigned to the Project:

- a)* Years of Experience:
- b)* Years Employed by Bidder:
- c)* Address and Telephone Number:

**5.2.2** Sales Manager Assigned to the Project:

- a)* Years of Experience:
- b)* Years Employed by Bidder:
- c)* Address and Telephone Number:

**5.2.3** Technical Engineer Assigned to the Project:

- a)* Years of Experience in telecommunications:



- b)* Years of experience with proposed product
- c)* Years Employed by Bidder:
- d)* Address and Telephone Number:

### **5.3 Mandatory Bidder Qualifications**

#### **5.3.1 Bidder Certifications and Qualifications**

- 5.3.1.1** Bids shall provide responses and documentation, as required, which indicate the Bidder has met the Mandatory Bidder Qualifications requirements. Any Bid that does not meet the Mandatory Bidder Qualifications requirements and provide all required documentation shall be considered non-responsive, and the bid will be rejected.
- 5.3.1.2** Written confirmation is required stating that the Bidder shall comply with all of the provisions in this BID. (NOTE: If the Bid fails to provide said confirmation without exception or qualification, the District, at its sole discretion, may determine the bid to be non-responsive, and the bid may be rejected.)
- 5.3.1.3** Written certification is required of the Bidder's Value-Added Reseller or Partner standing with its equipment supplier. The District will only consider Bidders that possess a high VAR rating with their suppliers such as an Avaya Platinum, Gold, or Silver Business Partner, Cisco Gold or Silver Partner, Mitel Platinum, Gold, or Silver Solution Provider, Nortel Premier Partner, ShoreTel Channel Partner or similar.
- 5.3.1.4** Written verification is required stating that the Bidder has been certified by the manufacturer to sell, design, implement, and support the manufacturer's IP communication solution. Bidders must also verify that they have participated in and obtained available certifications and/or specializations through the manufacturer specific to the manufacturer's IP Communications offering.
- 5.3.1.5** Written verification is required stating that the Bidder (or its selected subcontractor) has been certified to design, install, and commission the required cabling and cabling system infrastructure upgrades consistent with the manufacturer's requirements as well as meeting all of the required performance characteristics of the selected "active" equipment".

### **5.4 Bidder Experience**

Please provide a descriptive statement indicating the Bidder's credentials to deliver the services sought under this BID;

### **5.5 References**

- 5.5.1** The bidder must include details of its experience in designing and constructing a converged voice and data network of similar size and complexity.
- 5.5.2** The bidder must include the company name, company contact with address and telephone number, and brief descriptions of five reference sites that could be visited to see a similar IP communication regime in operation.

## **A6 MANUFACTURER PROFILE**

Bids shall provide the following information, in sequence, to evidence the Manufacturer's ability to offer a Data Infrastructure and VoIP Communications Solution meeting the minimum requirements as described in this BID. This is intended for general overview and should highlight the reasons the proposed products and design are the best suited for the District:

### **6.1 Organizational Information**

- 6.1.1** a brief description of the manufacture's background and organizational history;
- 6.1.2** years in business;
- 6.1.3** a brief statement of how long the Manufacturer has been manufacturing the products/solution as proposed by this BID;
- 6.1.4** location of headquarters and local customer support centers;

### **6.2 References**

- 6.2.1** Please include a list of reference accounts. The District is particularly interested in educational references within the state of California that are currently utilizing your solution as proposed by Bidder in this response.

### **6.3 Software Releases**

- 6.3.1** What is the schedule for new releases and notification procedures to District for new software releases?
- 6.3.2** How does the manufacturer provide future software releases?

### **6.4 Manufacturer Guarantee**

The Manufacturer (for each system proposed) must guarantee availability of factory-trained technicians to perform future installations, provide service in the local area, and be supplied with a manufacturer recommended local parts inventory for 7 years after initial deployment.

### **6.5 Replacement Components**

Manufacturer support for advance replacements for software and hardware problems discovered to be a technical and/or manufacturing defect by the manufacturer.

## **6.6 Manufacturer Support**

The Manufacturer must be available to support Bidder during implementation, installation, and post installation as needed to ensure a seamless and smooth transition to the new system.

## **A7 INTRODUCTION TO DATA INFRASTRUCTURE**

The District's technical requirements are divided into the sections, outlined below. The District requires proposals for the supply of the total solution rather than individual elements. Summary and unit pricing is to be provided in Section 14 below

### **7.1 Data Infrastructure – District-wide**

Upgrades to the existing data infrastructure for support of the Bidder's solution will need to be included in Bidder's response. This section defines the District approved data equipment to be used.

**7.1.1** Network to include both secured private and public network access

**7.1.2** Network to include VPN

**7.1.3** Replace all existing Wireless Access Points with "802.11 g/n" or faster. (Manufacturers HP, Aruba, Proxim, Aerohive, or equal) Wireless Access to be accessible from all classrooms with ability to support up to 50 devices per room.

**7.1.4** Two new Category 6 data drops to be added to each classroom (approximately 214) and other designated areas, using exiting Raceway and one drop to be added alongside existing Data port for Wireless access point and other to be installed in lower raceway. All Cat 6 drops to be clearly designated.

**7.1.5** Replace all existing switches with Gigabit switch with fiber connection and offer 10 GB plug-and-play upgrade option. All switch ports to be 100MB/1GB ports to the desktop. All existing ports and new ports need to be turn key and ready for use. New switches to be HP and/or equal. See appendix for existing HP switch inventory.

**7.1.6** All switches to be POE

**7.1.7** Conditioned Power and/or rack mount surge protectors at all IDF's

**7.1.8** 30 minute UPS Battery Backup at all MDF's to be rack mounted.

**7.1.9** All new data ports to be clearly identified and labeled.

**7.1.10** Public Network to be controllable by IT staff and have the ability to limit days, hours of access and amount of bandwidth. Public network will require a password and a means of authenticating who logged in (email, and/or name).

**7.1.11** Full Network Map and documentation to be given to Director of Technology and IT staff upon completion.

**7.1.12** Existing video coax (approximate 100 cables) cabling to be re-terminated at distribution hubs if required at all three schools. One additional video coax cable will be required at Reed, Bel Aire, and Del Mar schools.

**7.1.13** Test video coax signal strength and quality of audio and reception in each classroom (approximately 100 classrooms). If signal is weak, install amp to boost signal.

**7.1.14** Clearly label all video coax with room identification at the hub.

## **7.2 Data Infrastructure at Bel Aire Elementary School**

**7.2.1** Replace existing IDF cabinets in (“A” Building) with Hubbell Re-Box wall Mount Enclosure or equal and relocate in area to be designated.

**7.2.2** Replace existing IDF cabinets in (“B” and “C” Buildings) with Hubbell Re-Box Wall Mount Enclosure or equal in same location.

**7.2.3** Four Category 5E data drops to be installed in “E” building hallway in area to be designated.

**7.2.4** Replace existing (local school site channel) and video distribution with new sliding rack-mount that has adequate space to all existing equipment (18U) with easy access equipment from front and rear. Four (4) new Category 6 data ports for video distribution over IP to be installed in back of cabinet.

**7.2.5** Six (6) new Category 6e data ports to be installed in Media Center

**7.2.6** Add video coax in Multi-Purpose Room as referenced above.

## **7.3 Data Infrastructure at Reed Elementary School**

**7.3.1** Replace existing IDF (Room 16) Cabinet with Hubbell Re-Box Wall Mount Enclosure or equal and relocate IDF in area to be designated.

**7.3.2** Add two (2) additional Cat 5e data drops in front Office Conference Room.

**7.3.3** Add video coax to Art Room as referenced above.

## **7.4 Data Infrastructure at Del Mar Middle School**

**7.4.1** New MPOE to include 2 new (45U) 42” deep Data Server Racks (Hubbell or Equal) and cabling management system to accommodate network equipment, for Apple X servers along with other data hardware.

**7.4.2** Six new Category 6e data ports to be installed for video production, room to be designated.

**7.4.3** Add video coax in Room 24, as referenced above.

**7.4.4** Re-terminate and relocate coax on to plywood backer board in area to be designated in new MPOE. All video coax to be clearly labeled

## **A8 COMMUNICATION INFRASTRUCTURE**

The specific media functionality requirements are described in detail in the following sections.

### **8.1 Standard Voice Services**

The quality and performance of the District’s current voice communications are of a high standard and are seen as critical to corporate performance. While we consider a move away from the existing architecture to a converged network potentially beneficial, we also see some inherent risks.

The District’s required baseline functionality is described in the following sections. This functionality must be achievable before we can move toward convergence.

#### ***8.1.1 System Architecture***

**8.1.1.1** The solution must provide redundancy options for call processing throughout the network, both hardware and software.

**8.1.1.2** State the hardware technology employed—for example, indicate whether the application programs are able to support dual processor environments or redundant RAID.

**8.1.1.3** The system should store user's personal information, user name, telephone number, short code dialling, and diverts in a manner that is exportable.

**8.1.1.4** The directory storing the personal data should be capable of being linked to an external directory such as an active directory system.

**8.1.1.5** State the data storage architecture, for example, a database or directory storage system.

#### ***8.1.2 System Scalability***

**8.1.2.1** The end user equipment must be reusable at any District location.

**8.1.2.2** Users at all sites must have identical functionality and phones. Where this is not possible, list any limitations in the following table.

**8.1.2.3** High Availability and Call Survivability for Remote Locations

**8.1.2.4** If centralized call processing is proposed, describe the call-processing solution that is available when the WAN link fails. Include the product or feature name.

**8.1.2.5** What additional hardware or software feature is required at each remote site to support remote call survivability?

**8.1.3 *System Availability***

The call-processing software must run on an extremely reliable platform. A detailed description of the call-processing unit, including proof of its reliability, must be given in this proposal.

**8.1.3.1** The system must provide very high availability for end-to-end connectivity across the whole network.

**8.1.3.2** Describe how your solution provides these levels of reliability and uptime and specifically what mechanisms support it.

**8.1.4 *System Architecture – Call Control***

**8.1.4.1** The solution must provide a plug-and-play type of device registration for the handsets. State how a device registers in your solution. In this instance, the District defines plug-and-play as the ability for a handset to be connected to the LAN, automatically register with the call-control unit, and be fully usable.

**8.1.4.2** The solution must provide a plug-and-play type of device configuration for the handsets. State how a device registers in your solution. In this instance, the District defines plug-and-play as the ability for a handset to be connected to the LAN, automatically configure itself with user-defined soft keys and settings for example, and be fully usable.

**8.1.4.3** Detail the IP endpoint to IP endpoint call-flow procedure, including:

- a)** Call set-up
- b)** Call routing
- c)** Media negotiation
- d)** Call in progress actions
- e)** Call completion process including CDR generation

**8.1.4.4** The call-flow process described above should have no single point of failure other than the handset. If there are other single points of failure, describe the effect the failure of any of these component parts has on each part of the call process.

**8.1.4.5** Detail the IP endpoint to PSTN destination call-flow procedure, including:

- a)* Call set-up
- b)* Call routing
- c)* Media negotiation
- d)* Call in progress actions
- e)* Call completion process including CDR generation.

**8.1.4.6** The call-flow process described above should have no single point of failure other than the handset and gateway. If there are other single points of failure, describe the effect the failure of any of these component parts has on each part of the call process.

**8.1.4.7** Detail the IP endpoint to private network destination call-flow procedure, including:

- a)* Call set-up
- b)* Call routing
- c)* Media negotiation
- d)* Call in progress actions
- e)* Call completion process including CDR generation

**8.1.4.8** The call-flow process described above should have no single point of failure other than the handset. If there are other single points of failure, describe the effect the failure of any of these component parts has on each part of the call process.

### **8.1.5 Voice Quality**

**8.1.5.1** To achieve voice quality comparable to that offered on circuit-switched voice networks, the IP network must support the ITU standard G.114 that states that a one-way delay budget of 150ms is acceptable for high voice quality.

**8.1.5.2** The system should be compliant with ITU G.165 specification for echo cancellation.

### **8.1.6 System Features**

**8.1.6.1** State the system features supported in the following table.

Feature	Yes	No	Optional
Answer/Answer Release			
Audio Volume Adjust			
Automated Call-by-Call Bandwidth Selection			
Automated Endpoint Installation Configuration			
Automatic Endpoint Moves			
Call Detail Records			
Call Forwarding (Off Premise)			
Call Forwarding (Ring and/or No Answer)			
Call Forwarding (Self-Directed)			
Call Hold/Release			
Call Park/Pickup			
Call Transfer			
Call Waiting			
Calling Line ID Line and Name			
Conference (Unicast)			
Conference (Multicast)			
Direct Inward Dialing			
Distinctive Ringing (Internal vs. External Call)			
Distinctive Station Ringing Pitch			
Last Number Redial			
Multiple Calls Per Line Appearance			
Multiple Line Appearances			
Number Portability			
PRI Protocol Support (NI-2 and Euro ISDN)			
Redundant CPUs			
Ringer Pitch Adjust			
Ringer Volume Adjust			
Shared Extensions on Multiple Endpoints			
Speakerphone Mute			
Speed Dial (Auto-Dial)			
System Events on Windows NT Event Viewer			



Feature	Yes	No	Optional
Toll and Nuisance Number Restriction			
Tone On Hold			
Visual Message Displays (All Digital Telephones) (Name, Extension, etc.)			
Web Administration – System-Based			
Web Administration – User Interface for Fast Dial Settings, Account Details, User Locales.			

### ***8.1.7 System Applications***

#### ***Music on Hold***

**8.1.7.1** The telephony system must be equipped to play music on hold. Music must be played for callers in the following call situations:

- a)** Call on hold
- b)** Call during transfer
- c)** Call parked

#### ***Conference Calling***

**8.1.8.2** The system must offer conference call facilities for ad-hoc conference calls.

**8.1.7.3** The system must support an ad-hoc facility that makes conference calls involving three or more users possible.

**8.1.7.4** The conference function must be independent of location and must allow both internal and external callers to be involved.

**8.1.7.5** The system must include facilities to provide high audio transmission quality and to avoid degradation.

**8.1.7.6** The solution should support a meet-me conference function which would include a one-way communication option. Detail what optional products / features support the meet-me conference facility.

#### ***Voice Recording***

**8.1.7.7** The system must provide voice recording for all users as a class of services. Detail how this is supported on your platform by addressing the following specific issues.

- a)** Interface between the telephony system and voice recorders.
- b)** Voice recording for primary answering positions.

- c) Interfaces and connection types employed by the system to connect with voice recording equipment.
- d) Any peripheral adapters and or cabling required if the connection is made at the extension.
- e) Prevention of recording disabling by the user from this adapter.
- f) Recording devices your proposed system has interfaced with.

### ***Emergency Calling***

8.1.7.8 The system must support the sending of emergency calls to the appropriate public safety answering point (PSAP) for the caller's location and support the ability of the PSAP to identify the caller's location. If yes, explain how this works.

8.1.7.9 The emergency calling solution should automatically track and update equipment moves and changes for Emergency 911 safety and security purposes. If yes, explain how this works.

## **8.2 IP Endpoints and Features**

The Bidder must supply a range of endpoints, or phones, to cover a range of users and working environments.

Site	Voicemail Users	Primary Answering	Basis End Point Single line	Low Ranged 2 Line	Business Range 6 Line	Wireless
District Office	11	2	0	0	9	0
Reed Elementary	55	2	35	6	2	0
Bel Aire Elementary	38	2	38	6	2	1
Del Mar Middle	36	2	36	6	2	1
Maintenance Shop	6	1	0	3	0	0

### ***8.2.1 Conference Endpoints***

The District requires that 5 meeting rooms be equipped with a conference endpoint that enables a small or medium-sized room full of people to make a telephone call from one endpoint. Everyone in the room will be able to both hear the incoming sound via a speaker and take part in the conversation via one or more microphones.

## **A9 PLANNING, DESIGN, AND IMPLEMENTATION**

### **9.1 Planning and Design Services**

Bidders should list and describe the services they provide for planning, design, and implementation of the data infrastructure upgrade and VoIP communications system. Include such details as critical success factors, methodology, typical project phases and services included in each phase, quality and skill sets of the delivery team, and acceptance testing. This section should also clearly describe how such services will be delivered and by whom. The Bidder should also address the following specific areas:

Methodologies and standards employed.

Means for capturing all key features / functionality and system-level requirements and validating them in the IP communications system design.

Means for making the data network voice-capable prior to the implementation of the IP communications solution.

#### **9.1.1 Project Plan**

Bidders are required to supply a proposed project plan with a complete description of the key activities required for the installation of the proposed solution. Project plan should be specific and include schedule of phases, activities, and tasks along with a timeline for completion of the proposed solution.

#### **9.1.2 Project Management**

Bidders are required to provide details on the Bidders Project Manager that would be assigned to a project of this nature. Details should include specifics on qualifications, experience, and certifications.

#### **9.1.3 Project Team**

Bidders are required to provide details on the Project Team that would be assigned to work on this project.

### **9.2 Installation Requirements**

#### **9.2.1 Bidder Responsibilities**

The selected Bidder shall be solely responsible for the following:

- a)* The Bidder will be responsible for a turnkey solution which will provide, configure, install, and test a single, redundant IP Telephony System.
- b)* Provide an integrated unified messaging voicemail system.
- c)* Provide a data cabling infrastructure upgrade as noted.
- d)* The Bidder shall be responsible for the configuration of the equipment required to integrate the IP Communications System with the existing data

network equipment to ensure full configuration compatibility between all systems/networks.

- e)* The Bidder will be responsible for integrating the unified messaging system into the existing Exchange Email System.
- f)* The Bidder will be responsible for setting up all user accounts for the initial IP Communication System rollout.
- g)* Cutover Coverage: It is expected that the Bidder will physically attend the sites until all reasonable punch-list items are resolved. Bidder shall provide one CSR for programming and training for two (2) eight (8) hour days beginning with the first day in service.
- h)* The Bidder will provide one (1) full-day training for the District technical staff to support the deployment and ongoing support of the IP Communications System.
- i)* The Bidder will provide user training, which must be scheduled in a manner acceptable to the District, and occur no more than 30 days prior to cutover, and in a phased fashion. Each class shall have no more than 20 people at one time, be at least 1-2 hours hands-on, and provide handouts and users guides for reference. Online training is not acceptable to replace the hands-on training classes. Please refer to Section 12 for more details on the training requirements.
- j)* The Bidder will provide a dedicated project manager who has sufficient authority to represent the Bidder, including the authority to redirect the firm's resources to satisfy the District's expectations. The District may require that the Project Manager and technical employees of the Bidder be available within 24 hours verbal notice to address project related deficiencies.
- k)* The Bidder will provide all resources necessary to evaluate the District's Wide Area Network so that full integration can be accomplished without compromising the quality of the IP Communication System. An example would be the prerequisite quality of service of the WAN so that the telephone system users are consistently assigned priority over any data traffic.
- l)* The Bidder shall provide a minimum warranty of one (1) year at no cost (outside of this BID) to the District, beginning from the date of acceptance by the District. Please refer to Section 13 for specific requirements on Bidder maintenance and warranty services.
- m)* The Bidder shall provide all coordination, engineering efforts, and or work relating to Local Exchange Carrier, hardware manufacturer, and any other firm whose equipment or services are required to complete the implementation of a fully functional IP Communication System, as determined by the District.

- n)* The Bidder will provide all system “as-builts” and documentation, including installation, operation, and maintenance manuals and/or software.
- o)* The proposed IP Communication System must have a solution for 911; including the ability to allow the ANI/ALI and precise location information to appear on the 911 Dispatch consoles.
- p)* The Bidder shall provide acceptance testing criteria to verify implementation of the IP Communication System adhere to industry standards and best practices and meet the validation requirements of the District. The testing will be conducted with a representative from the Bidder and the District. Each representative will sign and verify that the criteria have been met prior to acceptance of the system by the District.

#### **9.2.2 District Responsibilities**

The District shall be solely responsible for the following:

- a)* Provide staging and work space for the VoIP Communication System and data infrastructure that is secure.
- b)* The District shall provide the system users, location, and extension numbers.
- c)* Provide the space for the permanent installation of the proposed equipment a minimum of 30 days prior to the initial install.
- d)* Provide a District designated project manager who shall have sufficient authority to resolve conflicts between the District and the Bidder.
- e)* Provide all utilities required by the VoIP Communication System including grounding, telephone facilities (circuits), dedicated electrical power, climate controlled rooms, etc.
- f)* Information relating to configuration of telephone instruments such as features, lines, Direct Inward Dial (DID) numbers, etc.
- g)* All cabling up to and including patch panels in or adjacent to the rack that will house the VoIP Communication System.

#### **9.2.3 Facility Requirements**

Bidders must furnish all space, power, and environmental requirements for the proposed VoIP Communication System including call processing, PSTN gateways, and voice messaging equipment.

**Space** – Provide the physical dimensions of the proposed equipment.

**Power** - All power requirements, including any special conditioning or grounding requirements. How many power outlets, and what types, will you require?

**Heat** - Vendor must provide heat dissipation for proposed switch room and the recommended safe temperature operating range for the proposed system.

Provide a diagram of recommended floor layout showing rack space, power outlets, plywood, interfaces, wall space, rack elevations etc.

## **A10 TRAINING**

### **10.1 System Administration Training Requirements**

1-day (8 hours) system administration training is required to provide District administrators the skills necessary for the successful management of the new IP Communications System. Upon completion of training, system administrators should have a complete understanding of the functions and capabilities of the programming interface for the Voicemail and call processing system.

### **10.2 User Training Requirements**

Seven user training classes (1.5 hours each) to provide general overview of the new VoIP Communication System must be included. Training must cover the operations, defaults, settings, changes, and all "how to" issues of the system including Voicemail for all users in this BID. Class must provide distribution of training manuals, explanation of terms used in the training manuals, explanation of features, live demonstration of features and sample applications, hands-on practice session for all users, and a Q&A session to close the class. Note: Web based training is not acceptable. District will provide facility appropriate for accommodating training sessions. District must have the right to video tape the sessions for future use.

### **10.3 Training Materials**

Included as part of your response, Bidders are required to provide a sample of the training materials, resources, and/or guides that would be utilized by Bidder to fulfill the user training requirements of this BID.

- a)* Training for District's system administrators
- b)* Written manual for procedures for system administrators

## **A11 MAINTENANCE AND WARRANTY**

### **11.1 Required Services**

A complete maintenance and warranty agreement must be included as part of Bidder's proposal. The maintenance and warranty must provide a high level of coverage for the IP Communications System.

Maintenance must include remote and on-site troubleshooting, repair/replacement and loaner (if necessary) of failed communications equipment, and a TAC Department (Technical Assistance Center) available 24X7 via phone and/or on-line.

The Maintenance and Warranty period shall be one year beginning with system cut-over and job sign-off by District. By mutual consent of District and Bidder, this

Maintenance Agreement may be renewed on a year-to-year basis, partial-year basis, or a multiple-year basis.

All system maintenance during the warranty period shall be performed by the successful Bidder using personnel employed full time by the Bidder and at no additional cost to District.

Bidder must provide a four-hour response time for “major” problems and a 24-hour response time for “minor” problems. District defines major and minor problems as follows:

**11.1.1** Major Problems defined as: System failure, failure of the IP Communication server, voicemail server, trunking issues, common control unit, failure of power supply and or failure of a console. Bidder must provide a two-hour response time during business hours and a four-hour response time after hours for major problems.

**11.1.2** Minor Problems defined as: Any maintenance that does not meet the criteria of an emergency, including telephones. Bidder must provide a 24 hour response time during business hours. Minor problems do not require response/repair after normal business hours.

Bidder must provide standard database backup procedures including automatic tape back-ups scheduled on a regular basis, tapes changed on a daily basis by District, and logs kept of the procedures. Bidder is to provide backup configuration to District.

Bidder’s maintenance and warranty must include software updates on the IP Communications System server, voicemail server, and gateways. Software support must include minor and major updates. Software updates are to be available to District as part of the first year maintenance coverage. District does not expect Bidder to provide professional services to update equipment, however, software updates throughout the warranty period must be available at no additional cost to District.

## A12 BID FORM AND PROPOSAL

### 12.1 Cost Bid Format VoIP

<b>Bidder Name:</b>	
<p><b>The Bidder shall indicate below the offered price for providing all materials (hardware, software, licenses) and professional services proposed by Bidder including training, installation, and maintenance as defined and required in this BID. This Cost Bid must specifically record below the exact cost amount(s) proposed in the appropriate space(s). If the Bidder fails to specify the Cost Bid as instructed, the District shall determine the bid to be non-responsive and reject it. The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents.</b></p> <p><b>The Bidder must sign and date the Cost Bid along with the following documents.</b></p> <ul style="list-style-type: none"> <li>• <b>Bid Bond on the District's form or other security</b></li> <li>• <b>Designated Subcontractors List</b></li> <li>• <b>Site Visit Certification</b></li> <li>• <b>Non-collusion Affidavit</b></li> </ul>	
<b>VoIP Materials (Hardware/Software/Licensing)</b>	<b>\$</b>
<b>VoIP Installation</b>	<b>\$</b>
<b>VoIP Maintenance/Warranty</b>	<b>\$</b>
<b>VoIP Maintenance/Warranty (years 2-5)</b>	<b>\$</b>
<b>VoIP Training</b>	<b>\$</b>
<b>VoIP Tax</b>	<b>\$</b>



## 12.2 Cost Bid Format Bell and Clocks System

<b>VoIP Shipping</b>	<b>\$</b>
<b>Bell and Clocks System (Hardware/Software/Licensing)</b>	<b>\$</b>
<b>Bell and Clocks System Installation</b>	<b>\$</b>
<b>Bell and Clocks System Maintenance/Warranty</b>	<b>\$</b>
<b>Bell and Clocks System Maintenance/Warranty (years 2-5)</b>	<b>\$</b>
<b>Bell and Clocks System Tax</b>	<b>\$</b>
<b>Bell and Clocks System Shipping</b>	<b>\$</b>

## 12.3 Cost Bid Format Data Infrastructure

<b>Bidder Name:</b>	
<b>Data Infrastructure Materials (Hardware/Software/Licensing)</b>	<b>\$</b>
<b>Data Infrastructure Installation</b>	<b>\$</b>
<b>Data Infrastructure Maintenance/Warranty</b>	<b>\$</b>
<b>Data Infrastructure Maintenance/Warranty (years 2-5)</b>	<b>\$</b>
<b>Data Infrastructure Training</b>	<b>\$</b>
<b>Data Infrastructure Tax</b>	<b>\$</b>

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<b>Data Infrastructure Shipping</b>	<b>\$</b>
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<b>Proposed Cost Total</b> <b>\$</b> _____
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**The proposed cost shall remain valid for at least 90 days subsequent to the date of the Cost Bid opening.**

<b>Bidder Signature</b>	<b>Date</b>
<b>Name</b>	<b>Title</b>

## **A13 ITEMIZED LIST OF EQUIPMENT**

### **13.1 VoIP Itemized List of Equipment**

### **13.2 Bells and Clocks System List of Equipment**

### **13.3 Data Infrastructure Itemized List of Equipment**

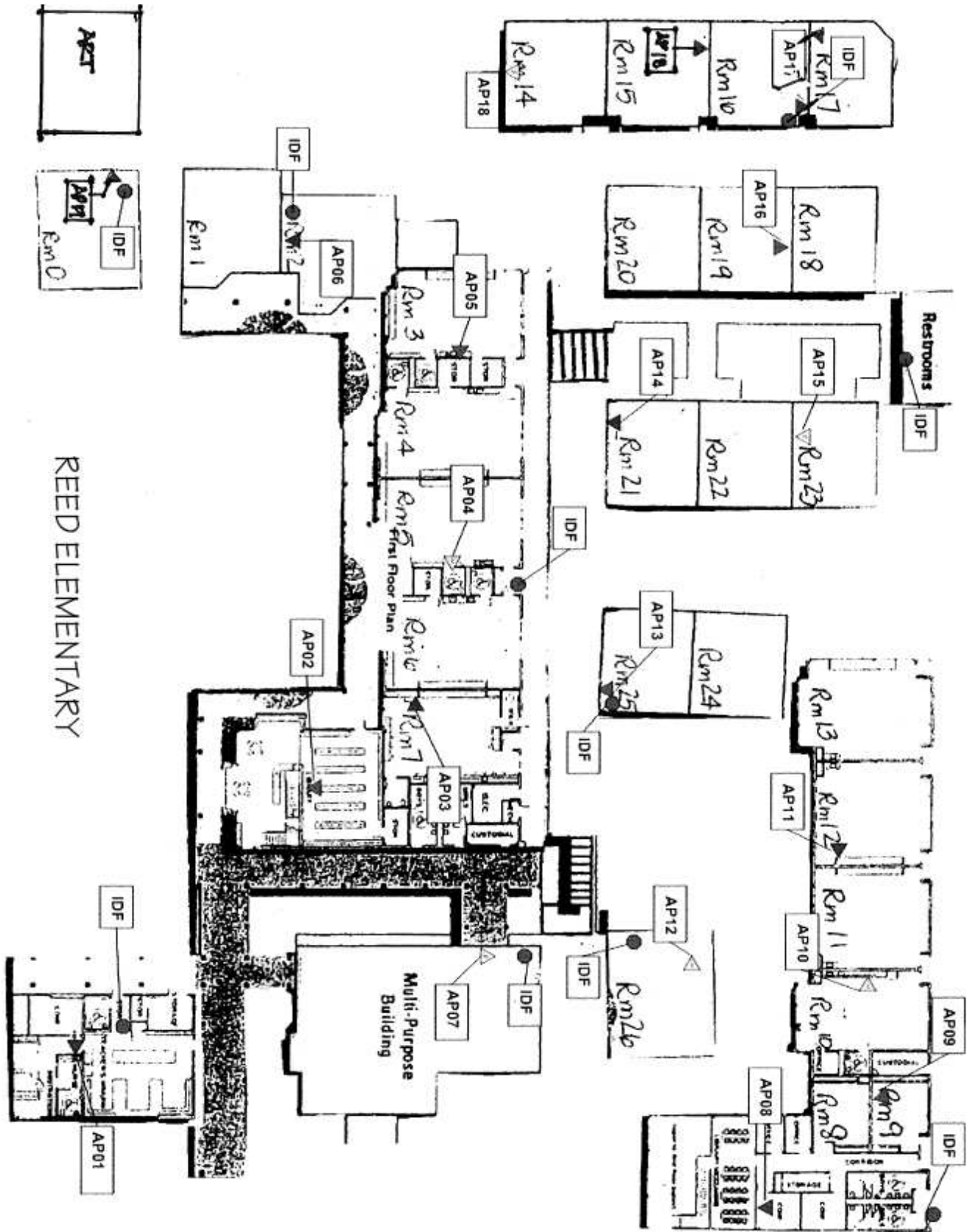
**A14 APPENDICES**

**Reed Elementary Site Plan**

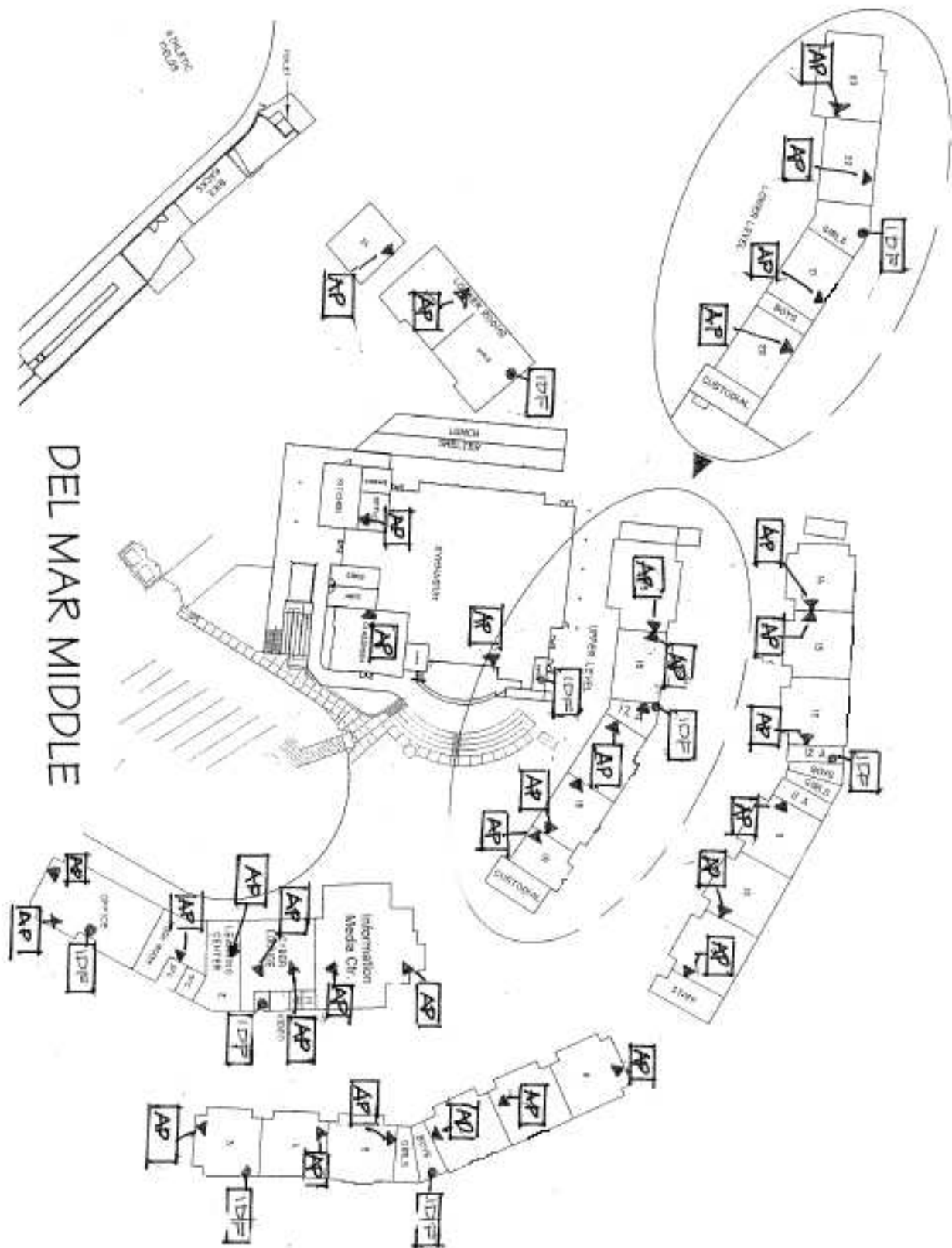
**Bel Aire Elementary and District Office Site Plan**

**Del Mar Middle Site Plan**

**RUSD Existing Switch Hardware**







## RUSD Existing Switch Hardware

Reed			
<u>Location</u>	<u>Man. &amp; Model #</u>	<u># of Ports</u>	
School Office	HP ProCurve 2650 / J4899B	48	
Room 0	HP ProCurve 2650 / J4899B	48	
Room 2	HP ProCurve 2626 / J4900B	24	
Room 5/6	HP ProCurve 2626 / J4900B	24	
	HP ProCurve 2650 / J4899B	48	
Room C (Old Tech Office)	HP ProCurve 2650 / J4899B	48	
	HP ProCurve 2650 / J4899B	48	
upstairs main building	HP ProCurve 2650 / J4899B	48	
	HP ProCurve 2650 / J4899B	48	
	HP ProCurve 2626 / J4900B	24	
Room 16	HP ProCurve 2650 / J4899B	48	
	HP ProCurve 2626 / J4900B	24	
Room 25	HP ProCurve 2626 / J4900B	24	
Room 26 (Music)	HP ProCurve 2626 / J4900B	24	
MDF (gym)	HP ProCurve Switch 4104GL / J4887AA	48	
(OptiMan Handoff)	2 x J4893A miniGBIC module		
	1 x J4862B 10/100TX module		

Del Mar			
<u>Location</u>	<u>Man. &amp; Model #</u>	<u># of Ports</u>	
Office	HP ProCurve 2650 / J4899B	48	
Room 3	HP ProCurve 2650 / J4899B	48	
Boy's bathroom	HP ProCurve 2650 / J4899B	48	
(OptiMan Handoff)	HP ProL Switch 2524	24	
Room 12A	HP ProCurve 2650 / J4899B	48	
	HP ProCurve 2650 / J4899B	48	
Room 17A	HP ProCurve 2650 / J4899B	48	
	HP ProCurve 2650 / J4899B	48	
Science (rooms 21/22)	HP ProCurve 2650 / J4899B	48	
	Netgear JFS524	24	
Gym	HP ProCurve 2626 / J4900B	24	
Locker Room Building	HP ProCurve 2650 / J4899B	48	
Tech Office (MDF)	HP ProCurve 2650 / J4899B	48	
	HP ProCurve Switch 4104GL / J4887AA	48	
	2 x J4893A miniGBIC module		
	1 x J4862B 10/100TX module		



Bel Aire		
<u>Location</u>	<u>Man. &amp; Model #</u>	<u># of Ports</u>
District Office	HP ProCurve 2650 / J4899B	48
Spec. Ed Trailer	Netgear JFS524	24
Building A	HP ProCurve 2650 / J4899B	48
	HP ProCurve 2650 / J4899B	48
	HP ProCurve 2626 / J4900B	24
	HP ProCurve 2650 / J4899B	48
Building B	HP ProCurve 2650 / J4899B	48
Building C	HP ProCurve 2650 / J4899B	48
Building E	HP ProCurve 2650 / J4899B	48
	HP ProCurve 2650 / J4899B	48
	HP ProCurve 2650 / J4899B	48
	HP ProCurve 2650 / J4899B	48
Video Cabinet (Media Center)	Netgear JFS524	24
MPR Building	HP ProCurve 2650 / J4899B	48
Building M	HP ProCurve 2650 / J4899B	48
	HP ProCurve 2626 / J4900B	24
	HP ProCurve Switch 4104GL / J4887AA	48
School Office (MDF)		
(Optiman Handoff)	2 x J4893A miniGBIC module	
	1 x J4862B 10/100TX module	