# SILVER VALLEY UNIFIED SCHOOL DISTRICT

POB 847 35320 DAGGETT-YERMO ROAD, YERMO, CA 92398



# **ADDENDUM-01**

# REQUEST FOR PROPOSAL

BID/RFP: #15-T101: SVUSD Structured Cabling, eRate Public Works, Project

March 2, 2015

### 1. ADDENDUM-01

This is the release of Addendum-01. Please acknowledge receipt of this addendum by emailing or faxing to: Robert Saffel @ <a href="mailto:erate@svusdk12.net">erate@svusdk12.net</a>. Subject: BID/RFP #15-T101: <Your Company> Receipt of Addendum-01.

- 1. **Page 11, Section 7, Fiber Cabling;** Additional requirement, OS2 rated fiber cable, lowwater peak.
- 2. **Page 13, Section 7, Raceway;** Clarification, if dual purpose raceway is used, electrical and data runs must be installed in their own channel with a divider to provide continuous separation.
- 3. Page 58, Item 30, Vendor Inquires; Do not use email address listed. Email all inquiries to erate@svusdk12.net.
- 4. **Page 74-76, Bid Bond Form;** Discard form, and replace with form found in this addendum.
- 5. **Page 80, References;** Discard form, and replace with form found in this addendum.
- 6. Page 83-85, After Award Form; Discard form, and replace with form found in this addendum.
- 7. **Page 86-88, Contract Performance Bond Form;** Discard form, and replace with form found in this addendum.
- 8. Page 89-90, Payment Bond Form; Discard form, and replace with form found in this addendum.
- **9. Acceptance & Testing:** Fiber and copper terminations shall pass EIA/TIA testing standards set forth in this RFP. Vendor will provide one printed and one digital copy of the test results. Digital copy shall be in PDF and in native file format from used testing device.
- **10. Confined Spaces Permit:** SVHS has underground vaults that are 10' deep. Proper permits, equipment and safety procedures are the responsibility of the vendor. The District will check for valid permits before work beings.
- **11. Patching Walls:** Patch walls where locations in raceway are removed. For flush mount locations that are removed, cover with blank faceplate.
- **12. Labeling:** Re-label all IDF/MDF patch panels and faceplates as needed to keep labeling schemes in order. Vendor will verify with District all labeling.
- **13. Cabling Removal:** Cat5/5e cabling will be removed wherever found. The notes may or may not detail this. Refer to the counts on the detail spreadsheets for CAT6 counts. Notes will detail total of CAT6 drops are to be installed, CAT6 installs are NOT in addition too existing counts.
- **14. Liquidated Damages:** If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$500.00 for each calendar day of delay until the work is completed or accepted.
- **15. RFP Requirements:** Page 10, Delete Item H, Policy Regarding Source Code. This does not apply to this project. Item I, will become H, and Item J, will become I.
- **16. Bid Opening:** As stated in the RFP, Bids are due on March 9<sup>th</sup>, 2015 @ 1:00PM. Bids will be opened at that time; the public is welcome to attend.
- **17. RFP Deliverables:** Flash drives will NOT be accepted, due to possible risk of viruses. Provide electronic copies on CD media only.

#### **BID BOND**

KNOW AI	LL MEN	BY TH	ESE Pl	RESE	NT	that we, t	he undersig	gned, (h	ereafter ca	alled "Pi	rincipal"),
and								(h	ereinafter	called '	"Surety"),
are hereby	held and	firmly	bound	unto	the	SILVER	VALLEY	Unified	d District	(hereaf	ter called
"Owner"),	in	the	sum	of	-						
(\$			) which	will	and	truly to b	e made, w	e hereby	jointly a	nd seve	rally bind
ourselves, s	uccessors,	and ass	igns.								
SIG	<b>NED</b> this		day c	of				, 2	0		

The condition of the above obligation is such that whereas the Principle has submitted to the Owner a certain Bid, attached hereto and herby made a part hereof, to enter into a contract in writing for the construction of BID/RFP: #15-T101: SVUSD Structure Cabling, eRate Public Works, Project.

## NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within **five** (5) **days** after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the OWNER and judgment is recovered, the Surety shall pay all costs incurred by the OWNER in such suit, including without limitation, attorney's fees to be fixed by the court.

**IN WITNESS WHEREOF**, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

	PRINCIPAL:	
ATTE	EST: (if individual, two witnesses are required)	
Ву: _	By:	
Title:	Title:	
	ST: (if corporation)  (Corporate Seal)	
	SURETY:	
ATTE	EST: (if individual, two witnesses are required)	
Ву: _	By:	
Title: _	(Corporate Seal)	

## IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:	
(Name and Address of Surety)	
(Name and Address of agent or representative for service of process in California from above)	if different
(Telephone Number of Surety and agent/representative for service of process in Californ	nia).

# **REFERENCES**

Provide at least three (3) current references, which include comparable work that has been performed as specified in RFP NO. 2015-16-E-Rate18, preferably school districts utilizing the proposed DISTRICT WIRELESS UPGRADE AND CABLING: Internal Connections include the following information:

1.	Name of Site:
	Name of Director of I.T.S.
	Contract: Business Address:
	Telephone Number:
	Brief description of project including cost and demonstrate how the project met or exceeded all
	aspects of the Objective in Section B of this RFP:
2.	Name of Site:
	Name of Director of I.T.S.
	Contract: Business Address:
	Telephone Number:
	Brief description of project including cost and demonstrate how the project met or exceeded all
	aspects of the Objective in Section B of this RFP:
3.	Name of Site:
	Name of Director of I.T.S.
	Contract: Business Address:
	Telephone Number:
	Brief description of project including cost and demonstrate how the project met or exceeded all
	aspects of the Objective in Section B of this RFP:

#### **AFTER AWARD:**

#### **AGREEMENT & BOND'S**

# SILVER VALLEY UNIFIED SCHOOL DISTRICT: BID/RFP #15-T101; SVUSD STRUCTURED CABLING, ERATE PUBLIC WORKS, PROJECT.

			<b>#</b>	TEN
Δ	( JR	$\mathbf{F}\mathbf{F}\mathbf{N}$	/I H.I	. I

THIS AGREEMENT, mad State of California, by and called the District, and Contractor.		•	UNIFIED SCHOOL	•	inafter
WITNESSETH that the Di	istrict and the Co	entractor for the c	— conciderations stated b	parain agrae as fo	llowe.

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

# <u>ARTICLE 1 – SCOPE OF</u> WORK

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

# SVUSD STRUCTURED CABLING, ERATE PUBLIC WORKS PROJECT **ERATE YEAR 15**

(E-Rate Funding Year of July 1, 20 through September 30, 2016)

#### BID/RFP# 15-T101

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the District, Architect, Inspector, the State of California and their officers, employees, agents, and Independent Contractor of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

## ARTICLE 2 – CONTRACT TERM

Work performed will be for the term of 12 months from July 1, 2015 or from the start date of the project, whatever is later. The start date of the project is predicated upon the receipt of the Funding Commitment Decision Letter (FCDL) from the Universal Services Administrative Company. The District has the option to extend the term annually for an additional 24 month period total, if required.

### ARTICLE 3 - TIME FOR COMPLETION.

The work shall be commenced on the date stated in the District's Notice to Proceed, as specified therein, shall be completed within **TBD** calendar days from and after the date in such notice.

# **ARTICLE 4 – CONTRACT PRICE.**

Γhe District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of				
·		Dollars		
(\$	), said sum being the total amount of the followi	ng amounts stipulated in the proposal:		

## ARTICLE 5 - HOLD HARMLESS AGREEMENT.

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

## ARTICLE 6 – PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

# ARTICLE 7 – COMPONENT PARTS OF THE CONTRACT.

The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Vendor's – Request for Proposals;
E-Rate Requirements;
Information for Bidders;
Proposal Form;
Bid Bond;
Noncollusion Affidavit;
Vendor's Certificate Regarding Workers' Compensation;
Acknowledgment of Bidding Practices Regarding Indemnity;
Conduct Rules For Vendor's
Vendor Inquiry
Agreement;
Performance Bond;
Payment Bond;
Contractor Certification Regarding Background Check
General Conditions
Specifications;
Addendum(s)
Drawings.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been dully executed by the above-named parties, on the day and year first above written.

DISTRICT:	CONTRACTOR:
ByName Title	By
(CORPORATE SEAL)	Authorized Officers or Agents

#### CONTRACT PERFORMANCE BOND

#### KNOW ALL MEN BY THESE PRESENT:

has awarded to	School District (referred to hereinafter as "Obligee") _ (Hereinafter designated as the "PRINCIPAL"), an
agreement for the work described as follows: <b>SV</b>	<u>USD STRUCTURED CABLING, ERATE PUBLIC</u>
WORKS, PROJECT; ERATE YEAR 15; and	
WHEREAS, the work to be performed by certain contract dated Contract is incorporated herein by this reference;	the PRINCIPAL is more particularly set forth in that, (hereinafter referred to as the "Contract"), which and
WHEREAS, the CONTRACTOR is requ and to provide a bond both for the faithful perform	ired by said PRINCIPAL to perform the terms thereof nance and guaranty thereof.
NOW, THEREFORE, we,	, the undersigned, as
	1 6.1 6.4 6 1.11
	laws of the State of, and duly the State of California, as Surety, are held and firmly ol District in the sum of
authorized to transact business under the laws of bound unto the SILVER VALLEY Unified School	the State of California, as Surety, are held and firmly ol District in the sum of
authorized to transact business under the laws of bound unto the SILVER VALLEY Unified School sum being not less than one hundred percent (100)	the State of California, as Surety, are held and firmly of District in the sum of  Dollars (\$

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded PRINCIPAL, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to

be fixed by the Court.	
IN WITNESS WHEREOF, we ha	eve hereunto set our hands and seals this day of
	PRINCIPAL:
	Signature
(Corporate Seal)	By: Print Name Title
	SURETY:
(Corporate Seal)	
	By: Attorney-in-Fact
The rate of premium on this bond is	per thousand.
The total amount of premium charge (This must be filled in by a corpor	ed: \$eate surety).
IMPORTANT: THIS IS A REQUIR	RED FORM.
Commissioner authorizing them to write su 105, and if the work or project is financed, if	ossess a certificate of authority from the California Insurance arety insurance defined in California Insurance Code Section in whole or in part, with federal, grant or loan funds, Surety's partment's most current list (Circular 570 as amended).
Any claims under this bond may be address	ed to:
(Name and Address of Surety)	
Contact Name (please print)	
()	
Telephone Number	
()Fax Number	

(Name and Address of agent for service of process in Ca			
Contact Name (please print)			
()Telephone Number			
Telephone Number			
()			
Fax Number			
STATE OF CALIFORNIA	) ) ss.		
COUNTY OF	)		
	, a Notary Pub	, in the year, in the year	lly appeared
the instrument as the Attorney-in thereto and his own name as Attorney-in	-Fact of the acknowle	to be the person whose name is edged to me that he subscribed the	
Notary Public in and for said Sta	te	(Seal of Notary)	
Commission expires:			

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

# <u>PAYMENT BOND</u> (CALIFORNIA PUBLIC WORK – LABOR & MATERIAL)

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, SILVER VALLEY Unified School District (sometimes referred t "Obligee") has awarded to (hereinafter designated as the "CC	
an agreement for the work described as follows <b>SVUSD STRUCTURED CABLING, ER</b>	ATE PUBLIC
WORKS, PROJECT; ERATE YEAR 15 (hereinafter referred to as the "Public Work"); and	
WHEREAS, said CONTRACTOR is required to furnish a bond in connection with sa	id Contract and
pursuant to California Civil Code Section 3247;	ia Contract, and
paramete cumomic civil code sociality	
NOW, THEREFORE, We,	, the
undersigned CONTRACTOR, as Principal; and	, a corporation
organized and existing under the laws of the State of, and duly authorized to	transact business
under the laws of the State of California, as Surety, are held and firmly bound unto the SII	
Unified School District and to any and all persons, companies, or corporations entitled by law to	file stop notices
under California Civil Code Section 3181, or any person, company, or corporation entitled to make	
bond, in the sum of	
Dollars (\$	), said sum
being not less than one hundred percent (100%) of the total amount payable by said Obligee un said Contract, for which payment will and truly to be made, we bind ourselves, our heirs	nder the terms of
administrators, successors and assigns, jointly and severally, firmly by these presents.	s, executors and

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et. seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond. It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefore; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this		day of
, 20	PRINCIPAL/CONTRACTOR:	
(Corporate Seal)	By:	
	SURETY:	
(Corporate Seal)		
	By:Attorney-in-Fact	
<u>IMPORTANT</u> :	THIS IS A REQUIRED FORM.	
Any claims under this bond may be addressed  (Name and Address of Surety)	to:	
Contact Name ( <i>please print</i> )	_	
()		
Fax Number		
(Name and Address of agent or represen service of process in California)	tative for	
Contact Name ( <i>please print</i> )		
Telephone Number		

Fax Number