



RFP # 22/23-003, LTE SERVICES

RFP DOCUMENT PACKAGE

Submit Proposals to:
Victor Elementary School District
12219 2nd Ave
Victorville, CA 92395

Proposal Due Date: 3:00pm on December 5, 2022

NOTICE TO VENDORS CALLING FOR PROPOSALS

SCHOOL DISTRICT: Victor Elementary School District (VESD)

RFP DEADLINE: **December 5, 2022 by 3:00pm**

PLACE OF BID RECEIPT: **12219 2nd Ave, Victorville, CA 92395**

PROJECT NAME: **RFP# 22/23-003, LTE Services**

PROPOSAL PACKETS ARE AVAILABLE AT: **Purchasing Department
12219 2nd Ave
Victorville, CA 92395**

NOTICE IS HEREBY GIVEN that the above-named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as "district" or "VESD", will receive up to, but not later than the above-stated time, sealed proposals for the above project.

Proposals shall be in a sealed envelope marked: **RFP # 22/23-003, LTE Services**. Proposals can be delivered via UPS or FedEx or hand carried.

Proposals shall be received in the place identified above, and shall be opened at the above-stated time and place.

Each proposal must conform and be responsive to the proposal documents, which are on file for examination at the **Purchasing Department, 12219 2nd Ave, Victorville, CA 92395**

Each proposal shall be accompanied by the security referred to in the proposal documents (if required), and by all documents contained in the provided "Document Package".

The DISTRICT reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding.

The DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of workman needed to execute this contract. Such rates can be found at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>.

It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workmen employed by them in the execution of the contract. **This is a Prevailing Wage project.**

No proposal may be withdrawn for a period of 90 (ninety) calendar days after the date set for the opening of said proposals.

A Performance and Payment Bond will be required of the awarded vendor.

A **mandatory Job Walk** will be held, **October 26, 2022 at 8:00am**. Vendors will meet at the VESD Technology Department at 12219 2nd Ave, Victorville, CA 92395. Please contact the Technology Department via e-mail at bklopping@vesd.net if you have any questions on the job walk.

The Contractor to whom the contract is awarded may avail himself of the provisions of Government Code Section 4590, which allows certain securities to be substituted for monies withheld to ensure performance.

Each proposal must conform and be responsive to the Contract Documents and shall be accompanied by the following (if necessary): (1) Reference List; (2) Pricing Summary; (3) Proposal Form; (4) Non-Collusion Declaration; (5) Site Visit Certification; (6) Contractors Certificate Regarding Workers' Compensation; (7) Certification of Bidder and Qualifications; (8) Criminal Background Investigation Certification; (9) Designation of Subcontractor form; (10) Bid Bond form; (11) PWC-100 form.

Governing Board

DISTRICT

By: _____

AUTHORIZED AGENT NAME

AUTHORIZED AGENT TITLE

RFP #22/23-003
IMPORTANT NOTICE:

PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline:

- Reference List
- Pricing Summary
- Contractor's Proposal Form
- Non-Collusion Declaration
- Contractor's Certificate Regarding Workers' Compensation
- Site Visit Certification
- Certification of Bidder and Qualifications
- Criminal Background Investigation Certification
- All requirements listed in Information to Proposers
- Designation of Subcontractor Form
- Bid Bond
- PWC-100 Form
- Issued Addendum(s) if applicable

IMPORTANT INFORMATION

1. Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.
2. District Office may be referred to as D.O., the District, or the District Data Center for the remainder of this proposal.
3. The District reserves the right to accept or reject any and all proposals. Proposals are due no later than **3:00pm** on **December 5, 2022**. All proposals are to be delivered in a sealed envelope marked, "RFP #22/23-003, LTE Services", and delivered to 12219 2nd Ave, Victorville, CA 92395 no later than the date and time stated above. The District's time clock is the official timestamp for this RFP. Do not rely on overnight delivery services to deliver your proposal on time. **Proposals received after 3:00pm and after December 5, 2022, will not be accepted.**
4. Awarded vendor will be required to sign a contract and Hold Harmless Agreement prior to commencement of any portion of the awarded contract.
5. A mandatory **Job Walk is scheduled for, October 26, 2022**. Vendors will meet at the **District Office**. Please contact Bill Klopping via e-mail at bklopping@vesd.net or via telephone at 760-245-1691 for additional information.
6. Any and all preparation, and material expenses for the proposal will be supplied by the vendor and said proposal and materials become the property of the **DISTRICT**.

7. Property loss will be the responsibility of the contractor. The contractor shall take safety precautions at all times. Any injury to workers or damage as a result of vehicle use is also the responsibility of the contractor. Adequate amounts of liability and Worker's Compensation insurance are required. The District will be held harmless for these situations. Hold Harmless forms will be signed prior to contract commencement, and awarded vendor will provide District with a Certificate of Insurance naming Victor Elementary School District as the additional insured.
8. Workers are expected to conduct themselves in a manner expected of adults at a school location. All sites are considered drug free and smoke free. Profanity and other inappropriate behavior are not acceptable nor will loud and disruptive noise be tolerated. It is expected that installation, maintenance and service will occur during the entire school day. The two parties will agree upon the dates and times. Awarded vendor will need to be in compliance with California Education Code section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined Education Code section 45122.1.
9. The District will look at each solution with respect to the factors of cost, installation and delivery timeline, past performance with similar types of projects and experience with public agencies, staff experience and qualifications, references, and quality and completeness of proposal submission. VESD has the option to select the best solution meeting its needs.
10. Funding Out Clause: VESD has established an encumbered account from which periodic progress payments to the contractor will be made. Said account is sufficient to meet the obligations created under this contract. If, at any time, this encumbered account becomes insufficient to meet payment demands by the awarded contractor, the contractor will have no further claim against VESD.
11. As a point of disclosure, all vendors will be processed through the Federal System for Award Management (SAM), to ensure they have not been debarred from working with the Federal Government, and through the Department of Industrial Relations DLSE Debarments website for the State of California.

END OF DOCUMENT

LTE SERVICES

RFP #22/23-003

INFORMATION TO PROPOSERS

1. SUMMARY

VESD is soliciting request for proposals for providing a high speed, state of the art LTE data communications to service students in locations with no connectivity or unaffordable connectivity to VESD's data network. The service must be capable of providing online learning and streaming video capabilities to all users. VESD is composed of 18 school sites and 4 support sites. VESD desires this service to not only meet current digital application and bandwidth requirements but also future requirements that will allow the enhancement of educational and administrative activities at all sites across VESD.

The intent of this document is to define and establish requirements for the service requested. All services must be provided solely by the single vendor. If sub-contractors are used, the vendor shall be responsible for compliance with the terms of this RFP and any subsequent contract.

VESD reserves the right to accept or reject any or all submitted proposals. **This is a Prevailing Wage project.**

2. PROPOSAL REQUIREMENTS

All submitted proposals must provide, at a minimum, all requested information in this proposal document. **Any portion not included will be cause for elimination from the proposal process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the Proposal requirements. Any portions of the submitted proposal, which are to be treated by VESD as proprietary and confidential information, must be clearly marked as such. *Clarity and brevity are considered important in proposal preparation.*

This project is entirely contingent upon the District's ability to afford the initial out of pocket and ongoing costs related to the service. The District reserves the right to reduce or end contracted services based on the District's budget and ability to afford ongoing costs.

Costs for future service must be fixed, predictable.

LTE network must be secure with routing to and from the District. All devices on the LTE network must be identified by MAC address, IP and subnet range for district routing purposes.

Provider equipment can be installed on District property to serve education needs. Any antenna mounted to a structure or ground must meet Division of State Architect guidelines that would require Fire, Life, and Safety review and designing by an architect and structural

engineer. It is also important to note that VESD is subjected to high winds throughout the year.

Should any equipment be used to serve the public, all public traffic must not connect or be a part of VESD network. For any vendor to use any equipment on District property to serve the public, an agreement between the LTE service provider and VESD would have to be agreed upon for rental or lease of space for placing public servicing network components on district property.

District requires licensed frequencies equal or greater to band 41 in its RF propagation characteristics. Supplemental licensed frequencies can be used that have lessor propagation if used in conjunction with Band 41 or equal RF propagation. The District requires antennas that have licensed frequency or multiple license frequencies that cannot be interrupted by public Wi-Fi frequency ranges. The District would like to consider the use of the Educational Broadband Spectrum (EBS) if a lease of such service is available in the District's region.

It will be the responsibility of the vendor to engineer, monitor, support and resolve any issues related to problems with Wi-Fi frequency, interruption, overloading of towers, and any other potential problems that could affect the speed and connectivity of the wireless infrastructure. Vendor will also be required to support all upgrades to maintain current infrastructure hardware and software to support the bandwidth needed by to provide distance learning instruction.

End user equipment will be installed and supported by service provider. All end user equipment will be required to be installed in a location to provide optimal speeds and connectivity. All end user equipment will be installed in a manner to minimize the need for home penetration or modifications. End user hardware and installation cost must be included in the pricing.

LTE network proposal must provide the hardware and bandwidth to support up to 100 end users at each site with the ability to expand if needed. A minimum bandwidth of 10Mbps down and 2 Mbps up must be provided to each endpoint.

The District is seeking to provide coverage to the areas show on attached Exhibit 1A map.

Should funding be offered from the federal E-Rate program (Schools and Libraries Division) in the future for these services any vendor providing services must meet E-Rate requirements.

If these services become funded by E-rate in the future, the vendor will be responsible to provide proof of registration with the Schools and Libraries Division (SLD) for reimbursement as a Telecommunications Provider under E-Rate guidelines. If the Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number, VESD will not responsible for the discounted portion of the Vendor's bill. The Vendor will be required to generate an invoice for the USF portion of the bill in accordance with SLD regulations and for filing the appropriate 472 for reimbursement. The Vendor will be responsible for supplying their SLD SPIN number. The vendor will also be required to include their FCCRN number and certification of their current FCC status in the form of a

printout from the FCCRN site. Vendors will be required to have green light status. The loss of “green light” status with the FCC shall render any contracts entered into with the vendor to be immediately null and void. Vendor will be required to be valid E-Rate provider with an approved SPIN provided with the proposal.

VESD reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the requests for information, contained in this section. The intent of VESD is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated on the material and substantiation evidence presented in the proposal and not on the basis of what is inferred.

Vendors shall submit all questions concerning this RFP to Bill Klopping at the following email addresses: bklopping@vesd.net.

Any contacts regarding this Request for Proposal during the submittal preparation and evaluation period must be done in writing.

The RFP number shall be included in the subject line for each email submitted.

The vendor shall include with its response a company profile, an organizational chart that includes all staff applicable to this contract, a statement of qualifications, vendor relationships, copies of certifications, and resumes of Account Executives, Project Managers, and key systems engineers.

Provide references of similar contracts and dates of contracts held within the past two years.

- a. Company name and address
- b. Name of contact
- c. Contact telephone numbers
- d. Contact email address
- e. Services provided

An individual authorized to legally bind vendor must sign quotes.

This RFP and the vendor's response will be incorporated into the contract as Exhibits.

The contract will provide for the installation and support of LTE products to provide a secure, private and dedicated network for online learning needs of the VESD.

The vendor is responsible to obtain all necessary right of ways necessary to this project and be responsible for any and all costs related to permits, construction, easements and other costs in providing an LTE solution for the District.

The vendor shall provide a copy of its Service Level Agreement (SLA) for network outages indicating a guaranteed 1 hour initial response and resolution management for outages and an Escalation List.

The vendor shall have the ability to provide reports and status of all District network traffic.

The vendor shall identify and list all intended subcontractors to be used for this project. The selected vendor shall be responsible to VESD for all work performed either by its own personnel or its subcontractors.

The vendor shall assign a qualified and experienced Project Manager.

The vendor shall include the installation (one time) costs and monthly (recurring) costs. Vendors shall complete the Pricing Summary for pricing submittal.

The minimum of a one (1), three (3), and five (5) year contract shall be provided. Future contracts and/or renewals will be at the discretion of VESD.

The final contract is subject to negotiation between the District and Vendor prior to signatures.

3. PROPOSAL EVALUATION

Proposal evaluation process will be handled by a preselected committee consisting of:

Assistant Superintendent of Business Services
Purchasing Manager
Director of Fiscal Services
Director of Information Technology

Proposer to provide one (1) original and three (3) copies of their proposals.

4. AWARD CRITERIA

Awarded vendor will be selected based on cost, timeline, qualifications, service experience, references, and proposal thoroughness. Proposers' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the submittal deadline.

EVALUATION CRITERIA	PERCENTAGE
Cost	20%
Installation and Delivery Timeline	20%
Proposer's experience, staff experience and qualifications.	10%
Proposer's experience with similar types of projects and experience with public agencies.	15%
References	15%
Proposal submission - quality and completeness relative to the description given in the RFP.	20%

Oral Interview/Presentations:

If information is needed in addition to the proposals, VESD reserves the right to bring in the top candidates for interviews/presentations.

5. RFP SCHEDULE

Solicitation Posted:	October 10, 2022
Mandatory Job Walk:	October 26, 2022 8:00am
Deadline for Questions:	October 31, 2022
Response to Questions:	November 4, 2022
Proposal due date:	December 5, 2022 3:00pm
Award of Proposal:	December 14, 2022
Contract to Begin:	December 15, 2022

6. EXISTING NETWORK DESCRIPTION

VESD consists of 18 school sites, 10Gbps connection to San Bernardino County Office of Education, and 4 support offices serving approximately 12,500 students. VESD is spread throughout a land area of approximately 7 miles by 9 miles. A WAN consisting of 21 site LANs, all connecting to the District Office, currently exists. VESD's standard at each school site LAN includes a fiber optics backbone that connects Intermediate Distribution Frames (IDF) to a centrally located Main Distribution Frame (MDF). All school sites currently connect through fiber to a vendor's network operation center at 1Gbps. The vendor's NOC then connects all school sites to the District Office on a 10Gbps aggregate connection.

Current Environment

District Office

A 10Gbps connection connects the school sites to the District Office. These fiber connections terminate in the District Office MDF and connect to a Cisco 4500x switch. All of the schools in the District are connected to the District Office by means of this 10Gbps fiber aggregate LC fiber to the Service Provider's Network Operation Center. There is second 10Gbps connection that is used to connect inbound and outbound traffic for the Internet. A Cisco 4500x switch acts as the core WAN router.

12219 2nd Ave, Victorville, CA 92395

SCHOOL AND ANCILLARY SITES DESCRIPTIONS

The current 1Gbps fiber is delivered to the site's MDF. 1Gbps fiber is handed off with an LC connection to a Cisco 4500x switch that connects all IDFs throughout the site.

SCHOOLS

- Brentwood - 13962 Hook Boulevard, Victorville CA 92392
- Challenger - 14777 Hopland Street, Victorville CA 92394
- Del Rey - 15332 Del Rey Drive, Victorville CA 92395
- Dr. Ralph H. Baker - 15456 El Evado Road, Victorville, Ca 92392
- Discovery - 13247 Amethyst Road, Victorville CA 92392
- Endeavour - 12403 Ridgecrest Road, Victorville CA 92395
- Galileo - 15999 Warwick Street, Victorville CA 92395
- Green Tree East - 17246 Gibraltar Drive, Victorville CA 92395
- Irwin Academy - 14907 South Mojave Drive, Victorville CA 92395
- Liberty - 12900 Amethyst Road, Victorville CA 92392
- Lomitas - 12571 First Avenue, Victorville CA 92395
- Mojave Vista - 16100 Burwood Avenue, Victorville CA 92395
- Mountain View Montessori - 17000 Silica Road, Victorville CA 92395
- Park View - 13427 Cahuenga Road, Victorville CA 92392
- Puesta de Sol - 15887 Academy Street, Victorville CA 92394
- Sixth Street Prep - 15476 Sixth Street, Victorville CA 92395
- Village - 14711 Mojave Drive, Victorville CA 92392
- West Palms - 14375 Del Grado Road, Victorville CA 92392

ANCILLARY SITES

- Nisqualli - 15115 Nisqualli Road, Victorville, CA 92395
- Maintenance and Grounds - 14875 South Mojave Drive, Victorville, Ca 92395
- Transportation - 12393 Locust Ave, Victorville, CA 92395

7. SCOPE OF SERVICE

VESD is composed of approximately 1500 employees, 12,500 students, 18 elementary schools, and 4 support sites covering over 44 square miles. VESD geographic elevations range between 2,736 to 3,353 ft. in a desert mountainous terrain. VESD is in a rural geographic area.

VESD is looking for LTE partner to provide connectivity and services for the District digital delivery of education. VESD is interested in providing connectivity to locations that currently have no internet connectivity available or where connectivity is unaffordable.

1. The VESD Office Data Center is to serve as the central point for the network. All VESD's remote devices shall connect back to VESD's Office Data Center through a secure connection.
2. The vendor shall deliver the full allocated bandwidth from each user equipment device capable of streaming services to VESD's Data Center 24 hours a day, 7 days a week with no data usage restrictions or data capacity throttling.

3. The vendor must provide all reasonable and customary services that are an inherent component of their managed network services.
4. The vendor must provide a managed, secure, fully routed IP LTE network to connect all remote education devices.
5. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. The vendor shall provide a turn-key installation of any LTE electronics and associated management software required to implement the services.
6. The vendor must provide monitoring of all infrastructure components and node locations for the entire network. The monitoring must be provided 24 hours a day, 7 days a week.
7. The vendor must provide a toll-free number and email address for use by VESD for reporting and obtaining problem resolutions. Network outage resolution shall be coordinated with VESD technical staff.
8. The LTE network shall be capable of carrying multiple data services such as computer networks, Voice over IP, digital video streaming, etc.
9. All equipment including but not limited to radios, antennas, racks, router, cabling, connectors, necessary to provide this connectivity shall be provided by the vendor. Vendor will also specify all electrical requirements for each site.
10. All vendor equipment installed shall be under repair maintenance at no cost to VESD for the life of the contract.
11. Vendors shall provide an installation and delivery schedule.

8. PERFORMANCE GUARANTEE

1. A performance guarantee shall be required between the vendor and VESD. The purpose of this guarantee is to ensure that adequate and timely services are delivered to VESD. The vendor shall provide maximum uptime and a fully routed network and streaming quality bandwidth to users for educational purposes.
2. If the vendor repeatedly fails to meet performance specifications or provide such support services, VESD can request the termination of the contract with written notice. After written notice has been given, the vendor will have 14 days to correct the situation. Failure of the vendor to correct the situation will be just cause to terminate the contract.

9. TERMS AND CONDITIONS

1. On a semi-annual basis, vendor shall meet with VESD to review any new rate plans and service options, including additional discount plans, that become available and that may be useful to VESD. Vendor shall also provide VESD with written notice and copies of any revisions of the laws pursuant to which VESD obtains service.
2. The successful Response to this RFP and any VESD generated Amendments to this RFP shall all become an integral part of any Proposer / VESD contract resulting from this RFP.
3. Any contract reached with vendor will supersede any existing contract(s) with vendor for services covered under the contract.

4. VESD is requiring a turn-key installation of an LTE network and associated management software required to implement the services contemplated by this RFP. Proposer shall acquire and provide all rights of way, labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any contract resulting from this RFP. Proposer MUST include in its price, all design, engineering, permit, delivery, installation, testing, taxes and warranty costs associated with the proposed Services and Systems.
5. Proposer guarantees that all contracted work shall be managed by a qualified and designated Proposer project manager, who shall:
 - a. Attend all scheduled project status meetings.
 - b. Be available to VESD at all reasonable times and respond to VESD's questions, problems and/or concerns in timely manner.
 - c. Be on-site at scheduled times to inspect work progress.
 - d. Be on-site during critical phases of work, including systems testing and cutover.
 - e. Provide name and phone numbers (office and cellular) prior to any on-site work under the Contract.
 - f. Be Proposer's single-point-of-contact to VESD.
 - g. Have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
 - h. Be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.
6. Proposer agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company and systems vendors on behalf of VESD during the implementation period.
7. All installation, warranty, and post-warranty maintenance of the LTE network from this RFP shall be performed by fully qualified, proposer-employed personnel unless otherwise stipulated by mutual agreement in the finalized contract. Proposer shall not contract for or permit any subcontract work to be performed without prior written authorization of VESD. The selection of subcontractors must be acceptable to VESD. Every subcontractor performing work on the Project or Services on behalf of Proposer shall be bound by the conditions and provisions of the contract as applicable to its work. Nothing contained in any Proposer/ VESD contract shall create any contractual relations between the subcontractor and VESD. Proposer shall be fully responsible to VESD for the acts and omissions of its subcontractors. Proposers must provide in their Proposals:
 - a. The complete names and addresses of all subcontractors proposed to be used;
 - b. The type and percentage of work each proposed subcontractor will be providing;
 - c. Each proposed subcontractor's qualifications to perform such work:

Substitution of any proposed subcontractor will only be allowed after prior written permission is received from VESD. VESD reserves the right to reject any proposed subcontractor for reasonable cause.

10. VENDOR QUESTIONS

1. What policies and procedures will the vendor use for interfacing with VESD in the event of a major failure?
2. What is your scheduled maintenance program? Describe.
3. What are your policies and procedures for guaranteeing that required bandwidth for the LTE network users are met?
4. What access speed will you provide to users?
5. How will VESD be capable of viewing performance and utilization reports?
6. How does your firm proactively manage and monitor LTE connectivity?

END OF DOCUMENT

11. REFERENCES

List references, addresses and contact that can verify your organization’s involvement in providing the services listed above.

<i>Company:</i>	
<i>Contact Person:</i>	
<i>Phone:</i>	
<i>Email:</i>	
<i>List all service contracts held:</i>	
<i>Company:</i>	
<i>Contact Person:</i>	
<i>Phone:</i>	
<i>Email:</i>	
<i>List all service contracts held:</i>	
<i>Company::</i>	
<i>Contact Person:</i>	
<i>Phone:</i>	
<i>Email:</i>	
<i>List all service contracts held:</i>	

12. PRICING

Complete the attached Contractor’s Proposal and Pricing Summary. Prevailing Wages apply. VESD is seeking a firm fixed rate price proposal. Proposals received must include contract price for all installation, maintenance, repair, support services, licensing, and ongoing fees.

13. MULTI-YEAR CONTRACT (CONTRACT TERM)

The District is requesting that the selected vendor enter into a one (1) three (3) or five (5) year contract with the option to extend the contract on an annual basis at the sole discretion of VESD. The contract will begin when the contract is signed and agreed upon by both parties.

14. PAYMENTS

Payments will be made on a monthly basis. Retention at 5% will be held from each progress payment request. Discounts for payments made within 30 days or less from receipt of invoice shall be clearly shown in the proposal.

15. FORMATION OF CONTRACT

Proposer's signed proposal and VESD written acceptance shall constitute a binding contract. The Governing Board of Education must approve the contract prior to work commencing.

16. INFORMED PROPOSER

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers own risk and they cannot secure relief on the plea of error.

17. INK OR TYPEWRITTEN

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal. As a reminder, the proposal must be received no later than **3:00pm on December 5, 2022**, by VESD, 12219 2nd Ave, Victorville, CA 92395. It is the sole responsibility of each Proposer to ensure the VESD has their proposal prior to the date and time above. Proposals received after **3:00pm and December 5, 2022, will not be opened**. The District's time clock is the official timestamp for this RFP.

18. INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specification, he/she may submit to VESD a written request for an interpretation or correction. Requests for interpretations shall be made via email to

Bill Klopping – bklopping@vesd.net

by October 31, 2022. The requesting party is responsible for prompt delivery of any requests. When VESD considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by VESD as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarification shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure VESD has their correct business name and address on file.

19. OPENING OF PROPOSALS

All proposals, irrespective of irregularities or informalities, will be opened and the name of the Proposers will be publicly read aloud at the Submittal Deadline. ***No other information will be released until after the award on December 15, 2022.*** Proposals are due no later than **3:00 and December 5, 2022**. All proposals are to be delivered in a sealed envelope marked, “**RFP #22/23-003, LTE SERVICES**” and delivered to the **VESD Technology Department** no later than the date and time stated above. The Districts time clock is the official timestamp for this RFP. Proposals received after **3:00pm and December 5, 2022**, will not be accepted.

20. ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum Number			
Date			
Initials			

LTE SERVICES
RFP #22/23-003

Date: _____

TO THE BOARD OF EDUCATION

Victor Elementary School District

SAN BERNARDINO COUNTY, CALIFORNIA

Pursuant to your Notice Calling for Vendors and in compliance with the Information to Proposers, the undersigned having carefully examined the Contract Documents, hereby proposes and agrees to provide all necessary labor, supervision, machinery, tools, apparatus and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he or she will take in full payment the pricing amount proposed below.

LTE SERVICES
RFP #22/23-003

Company Name _____

Company Address _____

City/State _____

Zip Code _____

Spin Number _____

Telephone Number _____

Fax Number _____

Printed Name / Title _____

Signature _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, 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 _____[date], at _____[city], _____[state].

Signature

Print Name

**CONTRACTOR’S CERTIFICATE REGARDING
WORKER’S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in the 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.

Proper Name of Bidder _____

By _____

(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.)

END OF DOCUMENT

SITE VISIT CERTIFICATION

I certify that I have visited the sites of the proposed work and have fully aquatinted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

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

I fully indemnify VESD, the Architect, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

(Signature of Bidder)

(Type name of Bidder)

SUBSCRIBED BEFORE ME on this ___ day of _____, 2020.

(Notary Public)

My commission expires: _____

END OF DOCUMENT

CERTIFICATION OF BIDDER AND QUALIFICATIONS

The undersigned bidder certifies that he or she is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that he or she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he or she is competent, knowledgeable and has special skills with respect to the nature, extent and inherent conditions of the work to be performed, Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work which may create, during the work, unusual or peculiar unsafe conditions hazardous to person and property.

Bidder expressly acknowledges that he or she is aware of such peculiar risks and that he or she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Furthermore, bidder hereby certifies to the District that all representations, certifications and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Signed this ___ day of _____, 2020

Name of Bidder

Contractor's License No.

Contractor's License Expiration Date

Signature of Bidder

Title of Signatory

**CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION (Contractor)**

DISTRICT

The undersigned does hereby certify to the governing board of the School District (“District”) as follows:

1. That I am a representative of _____, (Contractor”), currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 with respect to all Contractor’s employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined Education Code section 45122.1.

3. **That a complete and accurate list of Contractor’s employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.**

Dated: _____

By: _____

Title: _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

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

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

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration Number

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration Number

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration Number

Respectfully Submitted:

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title _____ of _____ Signer:

Address _____ of Bidder: _____

Telephone Number: _____

Contractor's License Number: _____

If the Bidder is a corporation, and signer is not President or Secretary, attach certified copy of By-Laws or Resolution authorizing execution. If bidder is a corporation affix corporate seal. If

signer is an agent attach power of attorney. If bidder is not an individual, list names of other persons authorized to bond the organization.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

as principal, and _____
as Surety, are held and firmly bound unto the **DISTRICT**, hereinafter called the DISTRICT or the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for

RFP #22/23-003, LTE SERVICES

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, 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, alteration or addition to the terms of said 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 DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, **2022**, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal (Proper Name of Bidder)

By _____

Signature of Bidder

(Corporate Seal of surety)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

Name and address of California Agent of Surety

Telephone number of California Agent of Surety

Revised Public Works Contractor Registration Law (SB 96)
(Signed into law June 28, 2017, became effective immediately)

It revised the previous SB 854 to update the fees to be collected to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects that meet the requirements for new construction, alteration, installation, demolition or repair that exceed \$25,000.00 for new construction or \$15,000.00 for maintenance, will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. This is a DIR fee paid to the state. The District will not register a contractor, nor collect funds for registration.

No quote will be accepted, nor any contract or subcontract entered into, nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on District projects in the future, please ensure you are registered with the DIR. The District will be required to complete a form PWC-100 notifying the DIR of the services you are providing, based on requirements above.

See Attachment “A” for the information required on the PWC-100 form. This information must be included in all quotes and/or bids, and must also be included for any subcontractor you use (they must also be registered with DIR). The District will not issue a Purchase Order without the completed PWC-100 form.

Attachment A

PWC-100 Information

FORM MUST BE RETURNED WITH BID

CONTRACTOR'S INFORMATION REQUIRED:

Contractor's Name and Address _____

Contractor's Telephone Number _____

Email Address _____

Contractor's License Number _____

Registration Number given by DIR _____

Project Name _____

Project Description _____

Project Cost _____

Estimated Start Date _____

Estimated Completion Date _____

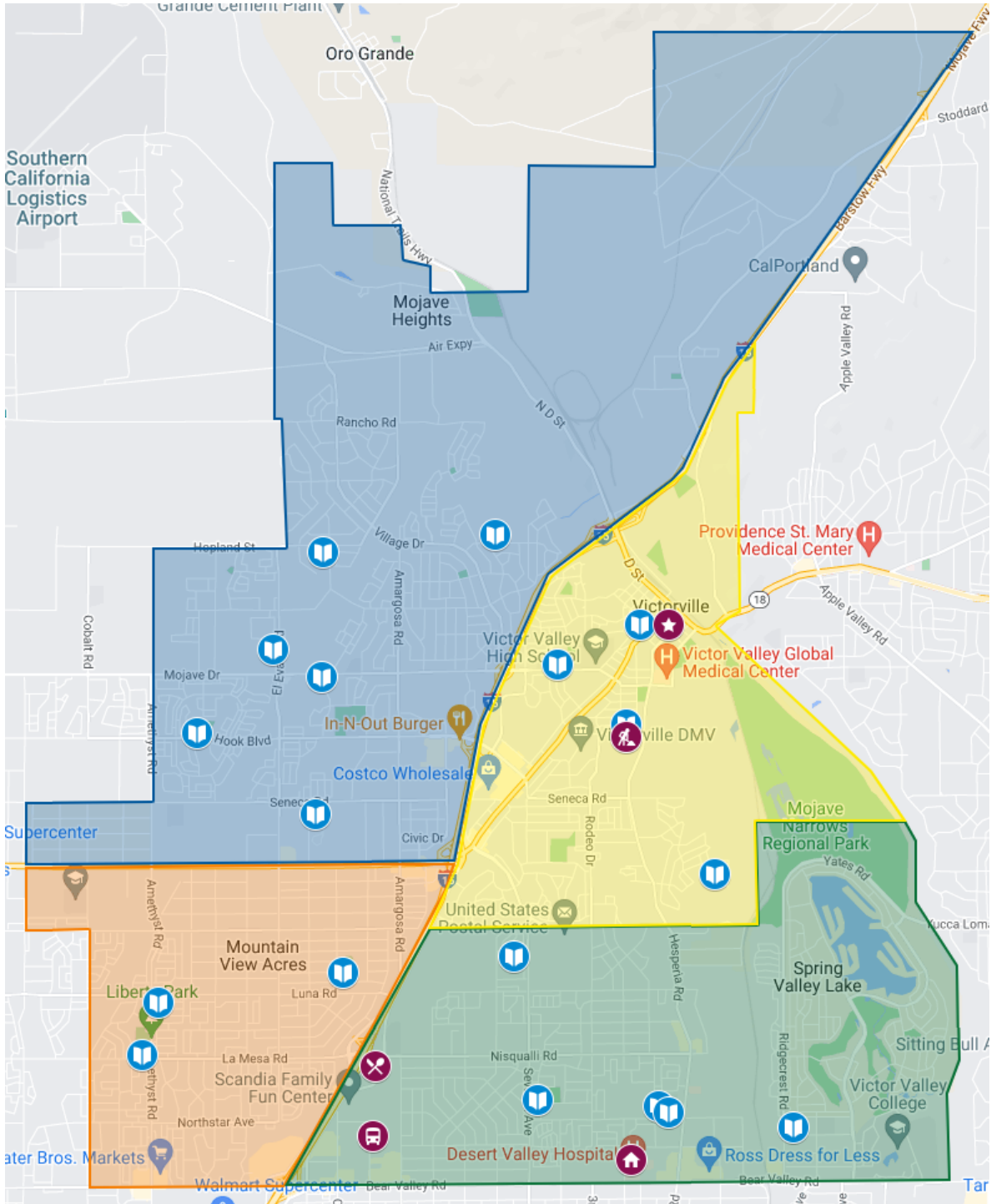
Project Superintendent Name _____

Classification, (please select one)

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters |
| <input type="checkbox"/> Carpet/Linoleum | <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall/Lathers |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glaziers | <input type="checkbox"/> Iron Workers |
| <input type="checkbox"/> Laborers | <input type="checkbox"/> Mill Wrights | <input type="checkbox"/> Operating Eng | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Plasterers | <input type="checkbox"/> Roofers |
| <input type="checkbox"/> Sheet Metal | <input type="checkbox"/> Sound/Comm | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | | | |

Exhibit 1A

DISTRICT AREA MAPS



<https://www.google.com/maps/d/u/0/edit?mid=1DStWezG83lb26Csnc0ow5-DDKxIhT8A&usp=sharing>