

ADDENDUM



TO:		DATE:	January 6, 2017
ALL PROPOSERS		FROM:	Lance Bidnick, San Diego County Office of Education
		PROJECT:	District Wide Area Network (WAN)
		REGARDING:	Revision to RFQP
PHONE:	N/A	ADDENDUM #:	003

Method of Conveyance:

Electronic Posted to Web Hard Copy Mail/Other

Type of Action Requested:

Use/Information Signature – Acknowledgement on Bid Form

For the Following Addenda Information:

For these changes, the original language contained within the RFQP will be struck through with the updated language underlined. These changes contained herein shall be considered changes to the RFQP documents as listed below:

- RFI:** Addendum dated 12/29/16, revised bid form has been provided. Can we obtain a copy in MS Word or Excel so the dollar figures can be typed rather than hand-written?

Response: A PDF bid form is available at the web address below. This PDF version of the bid form will be required for this proposal and replaces the bid form in the original RFQP and Addendum #2 dated 12/29/16. A fillable and non-fillable PDF version have been provided for the proposer’s use. The bid form can be found at the following web address:

<http://www.sdcoe.net/business-services/facilities/Pages/Opportunities.aspx>



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2. **RFI:** Please explain the purpose behind showing an FCC “Green Light Status.”

Response: The Green Light Status is required in order for the FCC to release payment for eRate projects. It is the responsibility of the proposer to verify this status and to include it in their Statement of Qualifications as instructed in the RFQP.

3. **RFI:** Tab 7 requests the proposer to provide to provide three references describing experience with similar projects, the appropriate CMAS contract (if applicable), their SPIN number and their FCC Registration Number.

Response: If the SPIN and/or FRN are not available, or not applicable to the reference, you may state “Not Applicable” for these in your proposal.

4. **RFI:** Tab 8 asks the bidder to provide a detailed description of how it will be able to meet the schedule set forth in the bid document. There does not appear to be a schedule provided.

Response: The scheduled cut-over date is July 1, 2017 (page 4 – Schedule of Events). Proposers are requested to provide a schedule that shows how they plan to either meet the cut-over date, or provide a transition plan to guarantee continuity of WAN services until the cut-over can be completed. The successful proposer may begin work before July 1, 2017 pending funding approval by USAC and award of contract by the District, however, they will not be able to bill for any work or services prior to July 1, 2017. This is intended to allow the successful proposer to be able to perform work in order to complete the cut-over as early as July 1.

5. **RFI:** Tab 11 mandates that completed copies of the non-collusion declaration, workers’ compensation certification and public works contractor registration certification be provided. Will these documents be provided?

Response: See attached Workers’ Compensation Certification and Non-Collusion Declaration. The proposer must provide proof of its Public Contractor Registration, including its valid Public Works Contractor registration number, and there is no form provided in this RFQP for this. These documents and proof of registration must be included in the Statement of Qualifications as described in the RFQP.



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6. **RFI:** Will the District properly register this project with the Department of Industrial Relations (DIR)?

Response: The District will follow all DIR requirements to properly register this project with the DIR.

7. **RFI:** The RFQP states that Performance and Payment Bonds are required. How long must these be in place, or will they only be utilized while the desired network is being constructed?

Response: Performance and Payment Bonds will only be required for the initial installation costs if the initial installation is considered to be public works as defined by Public Contract Code. Sample Performance and Payment Bonds are included in this addendum for reference only. The proposer shall indicate whether or not the cost for bonding has been included in the initial installation cost in the appropriate space on the bid form. Note that there is a statement on the bid form under "Installation Cost" that requests the proposer to circle the appropriate statement regarding the cost of bonding.

8. **RFI:** The network is to have an uptime guarantee of 99.95%. Does this availability apply to just the transmission or does this include the equipment?

Response: The Wide Area Network shall have an uptime of 99.95%, including the transmission and the equipment.

9. **RFI:** Page 30 requires the bidder to provide a matrix or spreadsheet that includes the costs for each of the terms and speeds requested. Since we are asked to submit the completed bid forms, do we need the additional documents?

Response: No. Use the bid form referenced in this addendum. You may find a link to the bid form at the following web address and it is included in this Addendum #3 by this reference:

<http://www.sdcoe.net/business-services/facilities/Pages/Opportunities.aspx>

10. **RFI:** Page 30 requires that a fail over shall be built in in order to keep all sites connected in the event of failure at one site.



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Does this mean that there must be an alternate microwave path from each site? If there is a connection from Point A to Point B, must there be a further connection from Point A to Point B or Point C or D? Could there be an additional link from Point A to Point B that functions as a “hot standby?”

Must the two connections at each site be installed on separate mounts, and if applicable use separate antennas?

Does this fail over also apply to the switching equipment (instead of one switch must there now be two)? Does this redundancy also apply to the UPS equipment?

Response: Yes, there must be an alternate path from each site with a minimum of 1 GBPS transmission speed. The proposer shall state how they intend to accomplish this redundancy such that the fail over transmission shall not be hindered by failure of the primary transmission.

There must be an alternate path from each site regardless if the alternate path is microwave or fiber or other equivalent technology. The proposer must show how they intend to accomplish the redundancy in their proposal, and the proposers are not limited to providing only a microwave transmission. Other comparable technologies will be considered. The District will use this information to determine the appropriateness of the proposed solution.

If a microwave transmission is to be the method proposed, the connections do not have to be on a separate mount, however, they will have to be on separate antennas. It is the proposer’s responsibility to verify that the mount will support an additional antenna.

This fail over also applies to the equipment/switches. Yes, the redundancy also applies to the UPS equipment.



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PERFORMANCE BOND (SAMPLE ONLY)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as “District”) has awarded to _____, (hereinafter referred to as the “Contractor”) _____ an agreement for _____ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 Documents and any alteration thereof made as therein provided, on its 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above warranty and guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time 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 above obligation in penal sum thereof shall remain in full force and effect. However, notwithstanding in this paragraph to the contrary 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.



As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project.



IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

SURETY

By: _____
Name: _____

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

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, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____



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NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)

)

COUNTY OF SAN DIEGO)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)



PAYMENT BOND (SAMPLE ONLY)

KNOW ALL PERSONS BY THESE PRESENTS that

WHEREAS, the District (hereinafter designated as the “District”), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the “Principal,” a contract for the work described as follows: _____

_____ (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 et seq. of the Civil Code, 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and its subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 et seq of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, 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 the time for



any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 et seq. of the Civil Code, and has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal
if corporation)

Principal (Contractor)

By _____

(Seal of Surety)

_____ Surety

(Attached Attorney-In-Fact Certificate
and Required Acknowledgments)

By _____
Attorney-in-Fact



*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.



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**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____



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NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ (Title) of _____ (Firm), 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).

By: _____

Printed Name: _____

Date: _____



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END ADDENDUM #3



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