

**Southern Kern Unified School District**  
2601 Rosamond Blvd.  
Rosamond, CA 93560  
661-256-5000

**REQUEST FOR PROPOSAL**

**SOUTHERN KERN UNIFIED SCHOOL DISTRICT  
VOICE OVER IP PHONE SYSTEM PART 2  
RFP NO. 2023-03**

<b>RFP Timeline</b>	<b>Date</b>
<b>RFP Issued</b>	<b>3/2/2023</b>
<b>Last Day to Ask Questions</b>	<b>3/15/2023</b>
<b>District posts Questions and Answers</b>	<b>3/22/2023</b>
<b>RFP Due Date</b>	<b>4/5/2023</b>
<b>Board Approval</b>	<b>4/19/2023</b>

**LEGAL NOTICE**

**NOTICE TO VENDORS – REQUEST FOR PROPOSALS**

Notice is hereby given that the Board of Education of the **Southern Kern Unified School District** (herein after referred to as the “District”) of Kern County, California, will receive proposals for:

**VOICE OVER IP PHONE SYSTEM PART 2  
RFP NO. 2023-03**

Each proposal is to be in accordance with the format specified by the IT Department, copies of which may be viewed on the IT Department’s RFP webpage located at: <https://www.skusd.k12.ca.us/Page/859>

Each proposal must be filed with the Southern Kern Unified School District IT Department on or before **2:00 p.m., on the 5th of April, 2023.** All proposals shall be submitted via email to [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us). The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

2/23/2023

Rosamond, California

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For

### VOICE OVER IP PHONE SYSTEM: CISCO EQUIPMENT AND LICENSES

#### RFP NO. 2023-03

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**A. PURPOSE**

The Southern Kern Unified School District's ("District") purpose for this Request For Proposals ("RFP") is to solicit proposals from qualified vendors to expand the District's Voice Over IP phone system to cover Rosamond High Early College Campus. The vendor will supply the District with hardware and software, including servers, Cisco licenses, and Singlewire Informacast licenses, as specified in the Technical Specification section. The vendor will assist the District with the configuration of the VOIP system as specified in the Technical Specification section. The vendor will not be responsible for any cabling, or installation of the phones, bells and horns. Another vendor will do that. The solution is subject to all terms, conditions, and specifications in this RFP. All proposal(s) submitted will be reviewed and chosen based on the matrix included in the proposal documents.

**B. OBJECTIVE**

The Southern Kern Unified School District is soliciting quotes for a Voice Over IP Phone System at Rosamond High Early College Campus. The project consists of providing all of the equipment, software, and licenses specified in the Technical Specifications section. We are adding to, and upgrading our existing Cisco VOIP system. **Only proposals containing Cisco hardware and software will be accepted.** The project also entails providing configuration support as specified in the Technical Specifications section.

**C. REQUEST FOR PROPOSAL (RFP) RESPONSE**

To be considered a Vendor, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of any and all addenda[s] required to be emailed on or before **2:00 p.m., on the 5th day of April, 2023**, to the following email address: [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us)

**Each proposal submission package should be presented so that it can be readily reviewed and labeled in the following tab order:**

A	Proposal Form Cover Sheet, Proposal Form and Proposal
B	Non-Collusion Affidavit
C	Vendor's Certificate Regarding Workers' Compensation
D	References

**Submission via E-mail:****Contact Information:**

Dan Wexler  
Director of Technology and Instructional Support  
[dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us)

It is the sole responsibility of the Vendor to be sure that the proposal is emailed to [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us).

**Vendor should not assume that their past and/or current experience with the District demonstrates knowledge of the District's current needs or that the Voice Over IP Phone System Installation Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.**

The District reserves the right to reject any or all responses. The District also reserves the right to waive any minor irregularities or defects in any response shall a waiver be in its best interest. No Vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

**PROPOSALS SUBMITTED BY FAX ARE NOT ACCEPTABLE.****D. REQUEST FOR INFORMATION (RFI) AND/OR CLARIFICATION**

Request for information regarding this proposal, must be submitted in writing and to the attention of: **Dan Wexler** via email at [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us) within the timeframe indicated in the response timeline. Questions received after the deadline will not be responded to. The District will not respond to phone inquiries. Questions and responses will be posted on the district's website <https://www.skusd.k12.ca.us/Page/859> in the form of an addendum.

The Southern Kern Unified School District IT Department will not be responsible for RFI's sent to the wrong department, nor will it be the responsibility of the receiving department to forward your request to the District IT Department.

**E. REFERENCES**

Provide at least three (3) references of similar size and scope, preferably school districts, with the following information:

- Name of Site, address and phone number
- Director of IT Contact
- 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.

**F. EVALUATION PROCESS**

No commitment will be made to select a Vendor's system solely on the basis of price. Selection will be made on a combination of factors that may include: price; the degree to which the proposed

services meet functional and service level requirements; the quality of the service architecture; competence and reputation of the vendor; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded based on certain criteria for a total sum of 100 points. Reference the “Basis Selection” item in the General Terms and Conditions for the breakdown on the points system.

Proposals found to be incomplete may be rejected as non-responsive; and proposal not deemed to be competitive will be rejected.

The Southern Kern Unified School District may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of proposal.

*Basis of Selection –*

Points will be awarded based on the following for a total sum of 100 points; the vendor with the highest points total will be awarded the RFP:

<b>Factor</b>	<b>Total Points Available</b>
Cost of goods and services	40
Vendor quote meets district's minimum specifications	10
Experience with district	20
References	10
Vendor qualifications/certifications	10
Proposal Quality	10
<b>Total Points</b>	<b>100</b>

**GENERAL TERMS AND CONDITIONS**

The following general terms and condition shall govern the submission of proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a proposal, acknowledge and accept these general terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercially available systems is coincidental and not intended to imply preference or bias toward that system.

Proposals, which do not comply with instructions, may be eliminated from further consideration. All proposals must contain all forms furnished in this request and be in printed form. Failure to provide and execute all enclosed forms as required may result in disqualification.

*1. Preparation of Proposal Form*

The Southern Kern Unified School District (“District”) invites proposals on the attached forms to be submitted at such time and place as is stated in the Notice to Vendors. Proposal shall be submitted on the prescribed proposal forms, completed in full. All proposal items and statements

shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern.

2. *Form and Delivery of Proposal*

Proposals should be sent via email to: [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us). The proposal must be received on or before the time set forth in the Notice to Vendors. It is the Vendor's sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals.

3. *Signature(s)*

Any signature required on the proposal forms must be signed in the name of the Vendor and must bear the signature in longhand of the person or person(s) duly authorized to sign the proposal on behalf of the bidder in permanent ink.

4. *Modifications*

Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposed form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered.

5. *Examination of Contract Documents*

Bidders shall thoroughly examine and be familiar with the requirements and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addenda, or the document, and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the proposal.

By submitting a proposal, the prospective Vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment and services to achieve the District's objective.

6. *Withdrawal of Proposals*

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to so act on behalf of the Vendor. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receipt of proposals.

7. *Penalties for Non-Performance*

Judgment of non-performance in regard to the system performance shall rest solely with District management. Failure to provide maintenance services in accordance with the requirements

specified shall constitute an essential breach of contract and be subject to all applicable remedies of law.

8. Interpretation of Documents

If any prospective Vendor is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the specifications, a written request for interpretation or correction thereof may be submitted to the District.

**Note:** All questions concerning this proposal must be emailed to [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us).

The Vendor submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made solely at District's discretion and only by written addendum duly issued by the District and a copy of such addendum will be e-mailed, hand-delivered, U.S. Postal Mailed, overnighted, or faxed to each Vendor known to have received a set of the Request for Proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation be binding on the District. Vendor shall become familiar with the specifications.

***SUBMITTAL OF A PROPOSAL WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE VENDOR HAS DETERMINED THAT THE SPECIFICATIONS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT VENDOR IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS; AND THAT THE SPECIFICATIONS FALL WITH AN ACCEPTABLE STANDARD FOR SPECIFICATIONS.***

9. Data

The district provides information herein to assist Vendors in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Vendor to rely solely on the accuracy of the information in submitting their proposal.

10. Award of Contract

The Southern Kern Unified School District will be the sole judge of the quality, methodology, and suitability of the service offered by the Vendor in the proposal. Pursuant to State of California Public Contract Code Section 20118.2, the award of the contract, if made by the District, will be by action of the governing board and be made to the Vendor whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the District with price and all other factors considered. Low bid does not constitute an award.

The District reserves the right to reject any or all proposals without identifying the cause of such rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that an agreement will be awarded to any prospective Vendor responding to this Request for Proposal. The District also reserves the right to award its total requirements to one Vendor, or to apportion those requirements among several vendors, as the District may deem to be in its best interests. The District reserves the right to negotiate with other



than the selected Vendor should negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

11. Vendor References and Information

The District expressly reserves the right to reject the proposal of any Vendor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Vendor poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner. In performing the above-described determination, the District reserves the right to utilize all possible sources of information in making its determination, including, but not limited to: inquiries to regulatory state boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Vendor has previously performed work, reference checks and examination of all public records.

12. Workers' Compensation

In accordance with the provisions of §3700 of the Labor Code, Vendor shall secure the payment of Compensation to his employees. Vendor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §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 the code, and I will comply with such provisions before commencing the performance of the work of the contract." The form of such certificate is included as part of the proposal documents.

13. Non-Collusion Affidavit

The Vendor is required to submit an Affidavit of Non-collusion with their proposal. This form is included with the proposal documents and must be signed under the penalty of perjury, dated and notarized.

14. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition or marital status.

15. Hold Harmless

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arises from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this proposal.

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees,

agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or 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.

16. Vendor's Proposal Costs

The Vendor shall solely bear any costs incurred: to prepare and submit a proposal in response to this RFP; to negotiate with the District regarding any matter related to this proposal; by the Vendor prior to the date of award. Vendor shall not include any such costs as part of the price as proposed in response to this RFP.

17. Vendor Inquiries

All questions and/or clarifications regarding the submission and/or technical specifications regarding this proposal must be submitted in writing to the attention of Dan Wexler via e-mail at [dwexler@skusd.k12.ca.us](mailto:dwexler@skusd.k12.ca.us). All requests for information or requests for clarifications must be submitted by the date and time specified in the Response Timeline. Questions and responses will be posted on the district's website <https://www.skusd.k12.ca.us/Page/859> through an addendum. Questions submitted after the deadline will not be responded to.

18. Communications

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

19. Proposal Confidentiality

All proposals received shall remain confidential, to the extent permitted by law until negotiations between the District and Vendor are complete; thereafter, the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification of exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word

“confidential” printed on the lower right hand corner of the page. The District will consider a Vendor’s request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order. It is understood that the District is subject to the California Public Records Act (Gov. Code Section 6550, et seq.). If a public records request is made to view Vendor’s proprietary and confidential information, the District shall notify Vendor of the request and the date that such records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining that disclosure, the District will release requested information on the date specified. All materials submitted in response to this request will become the property of the District and will be returned only at the District’s option and at the Vendor’s expense.

20. Notification

Vendors whose proposals are rejected will be notified in writing at the email address given in the proposal.

21. Taxes

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

22. Subcontracting Procedure

No performance of the contract or any portion thereof shall be assigned or subcontracted by the Vendor without the expressed written consent of the District. Any attempt by the Vendor to assign or subcontract any performance of the terms of this contract without the expressed written consent of the District will constitute a breach of this contract. Whenever the Vendor is authorized by the District to subcontract or assign, he will include all the terms of this contract to each such subcontract or assignment.

Every subcontractor shall be bound by the terms of the contract as far as it is applicable to the performance of the work. Nothing herein shall create any contract between any subcontractor and the District, or any obligation of the part of the District to pay, or see to the payment of any sums to any subcontractor by the Vendor.

23. Disposition of Proposal

All materials submitted in response to this request for proposal will become the property of the District and will be returned only at the District’s option and at the Vendor’s expense. The master copy shall be retained for official files and will become a public record as subject to the Public Records Act. However, confidential financial information submitted in support of the requirement to show Vendor’s responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

25. System Performance

Not restricted by any other item, condition, disclaimer, warranty or guarantee, the Vendor represents and warrants that the system will perform the functions described in its product specifications and its proposal and the system will operate in the proposed configuration and the cost set forth.

26. Software Integrated Performance

Within the definition of the system described by the Vendor's proposal and resulting agreement, the vendor acknowledges that the nature of this procurement requires that each component function in accordance with its specification and be integrated and operate successfully with all other components of the system.

27. Invoicing and Payment Schedule

Once the service is fully "tuned up" and accepted by the District, the Vendor may invoice the District. The Vendor shall include with its invoice a line-item account of the costs and materials used. The District may reduce the amount paid when the agreed upon service levels are not achieved pursuant to procedures set forth in the contract between the District and the Vendor. Any agreed upon, one-time (i.e., non-recurring) charges shall be invoiced within 120 days after the Vendor and District agree that the related work is complete.

28. Cancellation for Insufficient or Non-Appropriated Funds

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

29. Binding Effect

This agreement shall inure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

30. Severability

If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

31. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

32. Prevailing Law

In the event of any conflict or ambiguity between these instructions and State and Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements.

33. Governing Law and Venue

The final contract between Vendor and the District shall be assembled and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of the final contract. Venue shall only be with the appropriate state or federal court located in Los Angeles County, California.

34. Acceptance Testing

Acceptance testing will begin when components are installed, the service has been “tuned up,” and the Vendor informs the District that the service is functioning according to specifications and agreed upon service levels.

35. Clarifications and Corrections

The right is reserved, as the interests of the District may require, to revise or amend the RFP Documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Vendors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals. Any clarifications or corrections to the RFP Documents will not be considered valid unless it is provided in writing by the District to all Vendors as a numbered Addendum.

36. Local Account Team

Local account team support must be available and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor’s team and shall have the right to request removal of personnel it considers unsuitable. The Vendor shall not substitute members of its account team without prior written notification to the District. New members assigned to the District’s account team shall have a trail period of three months; during this period, the District may request that the new member be replaced. At the District’s discretion, semi-annual status meetings shall be held with the Vendor’s account team or upon request by the District. These meetings shall include a written problem escalation procedures review as a standard agenda item.

37. Notice of Labor Dispute

Whenever Vendor has knowledge that any actual or potential labor dispute may delay the implementation of the services contracted from Vendor, Vendor shall immediately notify and submit all relevant information to the District. Vendor shall insert the substance of this entire clause in any subcontract hereunder.

38. Guarantee

The District requires that the Voice Over IP Phone System Installation components provided by the Vendor shall be guaranteed for a minimum of one (1) year after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction to the District without expense to the District.

39. Warranty

**All warranties must be clear, concise and in writing.** Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplies or created interfaces and any ancillary product that is purchased from the awarded Vendor. In addition, the awarded Vendor will warrant and guarantee the seamless integration and interface modules proposed herein.

Vendor(s) must warrant that the specifications, capabilities and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent your agreement to these conditions.

40. Vendor Protest

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

- (a) The protest is in writing;
- (b) The protest is filed and received by the District's Director of Technology and Instructional Support not more than three (3) calendar days following the date of the District selection of the apparent lowest responsible bidder;
- (c) The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Supervisor of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals

41. Conduct Rules for Vendors

Each Vendor/subcontractors, when performing work/services on the Southern Kern Unified School District properties shall adhere to the rules of conduct.

42. Wage Rates, Travel and Subsistence

- (a) Pursuant to Labor Code Sections 1770 et. Seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem

wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request, and are also available from the Director of the Department of Industrial Relations website at ([www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd)).

- (b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- (c) Holiday and overtime work, when permitted by law, shall be paid at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- (d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. **It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.**

## TECHNICAL SPECIFICATIONS VOICE OVER IP PHONE SYSTEM PART 2 RFP NO. 2023-03

### Background

The Southern Kern Unified School District’s (“District”) purpose for this Request For Proposals (“RFP”) is to solicit proposals from qualified vendors to expand the District’s Voice Over IP phone system to cover Rosamond High Early College Campus. The vendor will supply the District with Cisco hardware and software, including servers and Cisco licenses, as specified in the Technical Specification section. The vendor will assist the District with configuration of the VOIP system as specified in the Technical Specification section.

### PRODUCT WARRANTY

The vendor must supply a minimum one (1) year warranty on all its products. The warranty covers the components against defects in material or workmanship under normal and proper use.

### Cisco Flex 3 Buildout

Line Number	Part Number	Smart Account Mandatory	Description	Service Duration (Months)	Qty
1.0	A-FLEX-3	-	Collaboration Flex Plan 3.0	---	1
<b>Initial Term - 12.00 Months   Auto Renewal Term - 0 Months   Billing Model - Annual Billing   Requested Start Date - 14-Jun-2023   Requested End Date - 13-Jun-2024</b>					
1.1	SVS-FLEX-SUPT-BAS	-	Basic Support for Flex Plan	---	1
1.2	A-FLEX-EAPL	-	EntW On-Premises Calling	---	250
1.3	A-FLEX-STD-CUBE	Yes	CUBE Standard Trunk Session License	---	40
1.4	A-FLEX-SME-S	-	Session Manager (1)	---	1
1.5	A-FLEX-SRST-E	Yes	SRST Endpoints (1)	---	500
1.6	A-FLEX-P-EA	Yes	On-Premises Smart License - EA (1)	---	300
1.7	A-FLEX-P-ACC	Yes	Access Smart License (1)	---	50
1.8	A-FLEX-P-CA	Yes	Common Area Smart License (1)	---	125
1.9	A-FLEX-P-UCXN	Yes	Unity Connection Smart License (1)	---	300



1.10	A-FLEX-P-ER	Yes	Emergency Responder Smart License (1)	---	750
1.11	A-FLEX-EXP-PAK	-	Expressway Product Authorization Key (1)	---	1
1.12	A-FLEX-SPCHCON	Yes	SpeechConnect Smart License (1)	---	25
1.13	A-FLEX-CCUCS-EA	-	Cloud Connected UC EA Standard ENT	---	300
1.14	A-FLEX-C-DEV-ENT	-	Cloud Device Registration Entitlement	---	300
1.15	A-FLEX-MSG-ENT	-	Messaging Entitlement	---	300
1.16	A-FLEX-FILESTG-ENT	-	File Storage Entitlement	---	6000
1.17	A-FLEX-PROPACK-ENT	-	Pro Pack for Cisco Control Hub Entitlement	---	300
1.18	A-FLEX-EXP-RMS	-	Expressway Rich Media Session (1)	---	50
1.19	A-FLEX-SW-14-K9	Yes	On-Premises SW Bundle v14 (1)	---	1
<b>2.0</b>	<b>CP-8811-K9=</b>	-	Cisco IP Phone 8811 Series	---	104
<b>3.0</b>	<b>BE6K-M6-K9</b>	-	Cisco Business Edition 6000 (M6) Appliance, Export Restr SW	---	2
3.0.1	CON-SNT-BE6K6KHW	-	SNTC-8X5XNBD Cisco Business Edition 6000 (M6) Applian	12	2
3.1	CAB-9K12A-NA	-	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	4
3.2	VIRT-LIC-NONE	-	Do not factory-load a virtualization software license	---	2
3.3	BE6K-CPU-M6	-	Intel 4310T 2.3GHz/105W 10C/15MB DDR4 2667MHz	---	2
3.4	BE6K-RAM-M6-M5	-	16GB RDIMM SRx4 3200 (8Gb)	---	8
3.5	BE6K-RAIDCTRLR-M6	-	Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	---	2
3.6	BE6K-DISK-M6	-	600GB 12G SAS 10K RPM SFF HDD	---	12
3.7	BE6K-PSU-M6	-	Cisco UCS 1050W AC Power Supply for Rack Server	---	4
3.8	BE6K-TPM-M6	-	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	---	2
<b>4.0</b>	<b>VMW-VSP-STD-3A=</b>	-	VMware vSphere 7 Std (1 CPU, 32 Core) 3-yr, Support Required	---	2
4.0.1	CON-ISV1-VSXSTD3A	-	VSphere Standard for 1 CPU; ANNUAL List 3-YR Reqd	36	2
4.1	UCS-VMW-TERMS	-	Acceptance of Terms, Standalone VMW License for UCS Servers	---	2

**Singlewire Informacast licenses. The District will only consider proposals that have these exact licenses.**

<b>Product Name</b>	<b>SKU</b>	<b>QTY</b>
Software Provisioning	SS-CPF-2	1
InformaCast Fusion User Base up to 250 Users Term 1 Year	SSF-1YR-USR-TIER 2	250
InformaCast Fusion or Advanced Notification Desktop Add-On Term 1 year	SS-1YR-DTA-TIER 2	250
InformaCast Fusion IP Speaker Endpoint Add-On Term 1 year	SSF-1YR-EPA-TIER 2	200
Informacast Fusion Mobile User Add-On Term 1 year	SSF-1YR-MUA-TIER 2	150
JumpStart	SS-PS-JS	1

**Other Equipment: to be Procured by Vendor and Installed by the District. The District will only consider proposals that have this exact equipment.**

<b>Item</b>	<b>QTY</b>	<b>Make</b>	<b>Model</b>
Clock/Bells	61	Valcom	VL520M-F-IC
Horns	39	Valcom	VIP-580A-IC
WAPS	11	Ruckus	R560
Switches	8	Extreme	5720-48MW
Switches Power Supply	8	Extreme	XN-ACPWR-1100W-FB

**Other Equipment. The District will consider alternative makes and models from what is listed below**

<b>Item</b>	<b>QTY</b>	<b>Make</b>	<b>Model</b>
IDF Cabinet	3	Tripplite	SRW12USDP
SMF SFP+ Module	2	Startech	10302-ST
SMF SFP+ Module	2	Startech	J9151E-ST
SMF SFP+ Module	28	Startech	10301-ST

**List of Services to be Provided by the Vendor:**

- Project Kick Off
- Design Workshop
- Develop Design Document and Cutover Test Plan and receive District acceptance
- Run Pre-Upgrade DSR Backups on all UC Apps
- Download latest software images and register/convert licenses to Smart Licensing
- Cisco UCS BIOS and CIMC Firmware Upgrade Latest Release - (2) Hosts
- VMware vSphere upgrade to version 7.X latest release (2) Hosts
- Migrate (7) VMs to new BE6K M6 Servers
- Upgrade virtual hardware config on UC VMs - Up to (7) VMs
- Phone Firmware Upgrades - Prior to Upgrade - (200) Phones
- Assist District on renewing all self signed expired certs on all nodes
- Assist District on setting up back ups on all servers. No back ups were ever set up
- Upgrade (2) UCM Nodes from version 11.5.X to 14.X
- Upgrade (2) CUC Nodes from version 11.5.X to 14.X
- Upgrade (2) CER Nodes from version 11.5.X to 14.X
- Pre-Cutover Prep
- Cutover
- Final User Acceptance Testing
- Run Final Post-Upgrade DSR Backups on all UC Apps
- Post-Cutover Support
- Knowledge Transfer
- Final As-Built Documentation
- Project Closeout Meeting and Documentation Handover

**LOCATIONS (School sites included in this project):**

Rosamond High Early College Campus  
2925 Rosamond Blvd.  
Rosamond, CA 93560

**End of Technical Specification**

**FIRM NAME:** \_\_\_\_\_

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

\_\_\_\_\_

**TELEPHONE:** ( \_\_\_\_\_ ) \_\_\_\_\_ **FAX:** ( \_\_\_\_\_ ) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

# **PROPOSAL FORM**

**FOR**

## **VOICE OVER IP PHONE SYSTEM Part 2**

### **RFP NO. 2023-03**

#### **PROPOSAL FORM**

**TO:** **Southern Kern Unified School District,**

Acting by and through its Governing Board, herein call the “District”:

1. Pursuant to and in compliance with your Notice to Vendor’s and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of contract and the cost of the work at the place where the services are to be done and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the services required in connection with the following:

## VOICE OVER IP PHONE SYSTEM Part 2 RFP NO. 2023-03

All in strict conformity with the specifications and other contract documents, the undersigned has thoroughly examined any and all addenda(s) issued during the proposal period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda[s]:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Bidder to list all addenda[s] (if any) on file at the Southern Kern Unified School District Office.

**For the lump sum of:**

\_\_\_\_\_

(in words) (\$ \_\_\_\_\_)

**Schedule of Hardware/Software/Equipment:**

Description	Part #	Quantity	Price Per Item	Total Price
Insert Additional				

Lines as Needed				
			Total Hardware/ Materials	\$
			Total Tax	\$
			Total Labor	\$
			Total Hardware/ Materials, Tax and Labor	\$

\*Prices must include applicable taxes, fees and licenses.

Bidders must include complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation and sales tax.

Signature of Bidder further confirms that the bidder is binding specified product with no exceptions.

1. It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Vendors - Request for Proposal.
2. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the VOICE OVER IP PHONE SYSTEM PART 2 RFP NO. 2023-03 are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.
3. The required Non-Collusion Affidavit is hereto attached
4. The required Vendor’s Certificate Regarding Workers’ Compensation is hereto attached.
5. All notices or other correspondence should be addressed to the undersigned at the address stated below.

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6. The names of all persons interested in the foregoing proposal as principals are as follows:

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

8. If the Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that whose title is \_\_\_\_\_ and \_\_\_\_\_ whose title is \_\_\_\_\_ is/are authorized to act for and bind the corporation.

I, the below-indicated bidder, declare under penalty of perjury under the laws of the State of California, that the information provided and representations made in the proposal are true and correct.

Name of Bidder Firm– please print \_\_\_\_\_

Proper Name of Bidder – please print \_\_\_\_\_

Address \_\_\_\_\_

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

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

**(Corporate Seal)**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

County of \_\_\_\_\_, \_\_\_\_\_, being first duly  
*(Print Name)*

sworn, depose and says that he or she is \_\_\_\_\_ of the party  
*(Title)*

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature



**VENDOR’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 in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate, 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 Labor Code Section 3700 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 this contract.**

\_\_\_\_\_  
Proper Firm Name of Bidder

\_\_\_\_\_  
Proper Name of Bidder – print name

By: \_\_\_\_\_  
Signature of Bidder

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.

**CONDUCT RULES FOR VENDORS**

Each Vendor/subcontractors, when performing work on the Southern Kern Unified School District properties shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All vendors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement.
5. All vendors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the proposal, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 etc. seq., the Southern Kern Unified SCHOOL DISTRICT is a drug free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any vendor/subcontractors shall not be tolerated.
10. All vendors/subcontractors shall conform to a dress code whereby:
  - (a) No clothing that contains violent, suggestive, derogatory, obscene or racially biased material may be worn.
  - (b) Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any vendor/subcontractors may be sufficient grounds for immediate removal from the job-site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company’s employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**REFERENCES**

Provide at least five (5) current references, which include comparable work that has been performed as specified in RFP NO. 2021-03, preferably school districts utilizing the proposed VOICE OVER IP PHONE SYSTEM INSTALLATION: RFP NO. 2022-02, 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:

4. 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:

5. 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**

**AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 2023, in the County of Kern, State of California, by and between the Southern Kern Unified School District; hereinafter called the District, and \_\_\_\_\_, herein after called the Contractor, WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1 – SCOPE OF 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:

**VOICE OVER IP PHONE SYSTEM Part 2  
RFP NO. 2023-03**

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 – ORDER TERM AND CONTRACT TERM**

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of January 1, 2023 thru August 31, 2024. The District reserves the right to extend the intent to purchase for an additional year, through August 31, 2024

**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 90 calendar days from and after the date in such notice.

**ARTICLE 4 – CONTRACT PRICE.**

The 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 following 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 attorney's 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 attorney's 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 Materialman 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 Vendors – Request for Proposals;
- Information for Bidders;
- Proposal Form;
- Non-collusion Affidavit;
- Vendor’s Certificate Regarding Workers’ Compensation;
- Acknowledgment of Bidding Practices Regarding Indemnity;
- Conduct Rules for Vendors
- Vendor Inquiry
- Agreement;
- Contractor Certification Regarding Background Check
- General Conditions
- Specifications;
- Addendum(s)

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 duly executed by the above-named parties, on the day and year first above written.

**DISTRICT:**

**VENDOR:**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Barbara Gaines, Superintendent

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

Authorized Officers  
or Agents



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