

COVINA-VALLEY UNIFIED SCHOOL DISTRICT
519 E. Badillo St.
Covina, CA 91723



REQUEST FOR PROPOSAL

DISTRICT INTERNET SERVICES PROVIDER (ISP)
E-RATE YEAR 24 (2021-2022)

RFP NO. 20-21-106

Issue Date: December 10, 2020

470 Posting Date: December 10, 2020

Bid Submittal Date/Time: January 19, 2021 at 11:00AM PST

LEGAL NOTICE

NOTICE TO VENDOR'S - REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **COVINA-VALLEY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") of Los Angeles County, California, will receive proposals for:

E-RATE YEAR 24 (2021-2022)

DISTRICT INTERNET SERVICES PROVIDER

RFP NO. 20-21-106

Sealed proposals must be delivered to the Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo Street, Covina, CA 91723, no later than 11:00 A.M. on Monday, January 19, 2021. Proposals shall be opened and read aloud at the above-stated time and place.

Proposal Package and specifications are available online at the District's website Purchasing page at <https://www.c-vusd.org/Page/758> and clicking on the Covina-Valley Bid Portal link. Companies interested in bidding may also request appropriate bid documents from the Purchasing Department at (626) 974-7600 ext. 800128.

All prospective proposers are hereby instructed to not contact any District staff member, other than the noted contact related to this RFP, at any time during the process. Any such contact shall be cause for rejection of your proposal.

The Covina-Valley USD Board of Education reserves the right to reject any and all proposals. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. The District reserves the right to reject any and all bids or to waive irregularities in any bid. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

The products and services provided under this RFP is contingent upon C-VUSD receiving a formal E-Rate USAC/SLD letter of commitment.

Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School District, Los Angeles County, State of California

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COVINA-VALLEY UNIFIED SCHOOL DISTRICT

DISTRICT INTERNET SERVICE PROVIDER – RFP 20-21-106

Service Provider Criteria and Contract Requirements

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of E-rate Form 470 as set forth below:

Purpose and Intent

Covina-Valley Unified School District is requesting proposals for services from duly licensed and qualified professionals to provide high-speed internet service, transport, and support.

The District requires an Internet Services Provider (ISP) to provide a connection back to the provider via fiber optic or other network cable and provide internet services. The connection will be a minimum of 10 Gbps.

The products and services provided under this RFP is contingent upon CVUSD receiving a formal E-Rate USAC/SLD letter of commitment.

QUALIFICATIONS

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

| | Yes/No |
|--|--------|
| 1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer’s equipment, fiber cuts by third parties, acts of God, or other Force Majeure events. | |
| Please elaborate: | |
| 2. Does your company monitor all internet services 24 hours per day, seven days per week, 365 days per year? | |
| Please elaborate: | |
| 3. Is your company able to provide, at no additional charge, immediate notification to COVINA-VALLEY USD network department representative of any and all internet service | |

| | |
|--|--|
| <p>outages or anomalies which affect the use of the service to COVINA-VALLEY USD?</p> | |
| <p>Please elaborate:</p> | |
| <p>4. Please provide the process for COVINA-VALLEY USD to report any problems with the facilities, circuits, network or internet services including the minimum response time.</p> | |
| <p>Please elaborate:</p> | |
| <p>5. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.</p> | |
| <p>Please elaborate:</p> | |
| <p>6. Your company will provide a non-performance policy with COVINA-VALLEY USD which provides COVINA-VALLEY USD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within COVINA-VALLEY USD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.</p> | |
| <p>Please elaborate:</p> | |
| <p>7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?</p> | |
| <p>Please elaborate:</p> | |
| <p>8. Does your company agree that COVINA-VALLEY USD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?</p> | |
| <p>Please elaborate:</p> | |

TRANSITION PLAN

As the cut-over date for any new carrier is desired **on July 1, 2021**, Covina-Valley Unified School District requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the Covina-Valley Unified School District transition team. The transition plan is to outline the expectations the supplier team would have of Covina-Valley Unified School District and the information or task Covina-Valley Unified School District is to provide the supplier and the date any information or task would be required.

Covina-Valley Unified School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with Covina-Valley Unified School District for the installation and use of such facilities and services. Service Provider shall indemnify Covina-Valley Unified School District and its trustees and employees against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

Questions

All questions or inquiries concerning this Request for Proposals must be submitted via electronic format to rharbert@c-vusd.org no later than **January 7, 2021 at 4:00 PM** and will be responded via Addendum and posted on the District website no later than **January 15, 2021 at 4:00 PM**. The subject on the email header should read **RFP 20-21-106 Internet Service Provider RFI**.

Addenda

Covina-Valley Unified School District may modify this RFP, its scope, any of its key action dates, or any of its attachments or exhibits, prior to the date for submission of proposals. Any amendments made by the Covina-Valley Unified School District to the Request for Proposals will be issued in writing and posted on the District website. Vendors are responsible to include all addendums in their proposal.

Evaluation Criteria

| | |
|---|------|
| E-Rate eligible price is the most heavily weighted factor in selecting the awarded Service Provider | 40% |
| Ability to deliver services within desired timeframe | 15% |
| Understanding of needs | 15% |
| Past successful E-Rate experience | 15% |
| Completeness of response | 15% |
| TOTAL: | 100% |

Applicant will score all responses submitted within the guidelines noted above, using the rubric/ matrix scoring system. Covina-Valley Unified School District reserves the right to amend the vendor selection process.

Customer Requirements

- Option for growth including, but not limited to, increases in service and/or additions of locations, as determined necessary by the District.

- Options for removal or reduction of services as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.*

Scope of Work / Specifications (Based on District's Needs)

Internet Service Technical Description

Internet Service Provider is to provide a firm fixed quote for a dedicated Internet access product offered at speeds of 10 Gbps, 20 Gbps, 40Gbps, and if applicable 100Gbps. The service is to include layer-2 Ethernet access from a Customer location to an Internet Service Provider Internet gateway router, 24x7 monitoring and notification and availability of technicians who fully support and monitor the service. Demarcation for the requested service is 519 E. Badillo St., Covina, CA 91723. The District is currently receiving 10Gbps service from an existing Internet Service Provider. The District is open to solutions that will replace and/or update current services.

Section 1. Technical Specifications

1.1 Industry Standards. Internet Service Provider is to be compliant with the following industry standards:

- Ethernet: IEEE 802.3
- Domain Name System

1.2 Interfaces. Internet Service Provider to provide Customer with Interfaces compliant with industry standards at the “point of demarcation”.

1.3 Online Reporting. Internet Service Provider to provide Customer with password protected access to reports containing historical network traffic information.

1.4 The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the district's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate and California Teleconnect Fund discounts onto the Owner's monthly bills. If the Service Provider requires that any additional paperwork or forms are required to get E-Rate and CTF discounts, the Service Provider shall explain this process in sufficient detail to enable the DISTRICT to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate and CTF discounts.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Internet Service Provider to monitor all Internet Service Provider Services purchased by Customer on a twenty-four by seven (24x7) basis.

2.2 Technical Support. Internet Service Provider to furnish Customer with a toll-free trouble reporting telephone number that will provide access to Internet Service Provider Customer Management Center personnel on a twenty-four by seven (24x7) basis. Internet Service Provider provides technical support for service-related inquiries.

2.3 Escalation. Reported troubles are to be escalated within the Internet Service Provider Customer Management Center upon failure to meet the standard restoration interval described in the Service Level Objectives.

Section 3. Service Level Objectives

3.1 Availability. Internet Service Provider to provide a minimum objective for Internet Service Provider of 99.97%.

3.2 Latency. Internet Service Provider to provide a maximum latency objective for Internet Service Provider of 55 ms.

3.3 Mean Time to Respond. Internet Service Provider to provide a minimum objective for Internet Service Provider to provide a minimum objective for Mean Time to Respond of fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with Internet Service Provider's Customer Service Center.

3.4 Mean Time to Repair. Internet Service Provider to provide a minimum objective for Mean Time to Repair of four (4) hours for electronic equipment failure or eight (8) hours for fiber optic facilities failure from the time a trouble ticket is opened with Internet Service Provider's Customer Service Center.

3.5 Transition Plan. As the cut-over date for any new carrier is required to be on **July 1, 2021**, the DISTRICT requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the DISTRICT transition team. The transition plan is to outline the expectations the supplier team would have of the DISTRICT and the information or task the DISTRICT is to provide the supplier and the date any information or task would be required.

Information Requested

- Proposed solution pricing
- Contract term
 - Please provide pricing based upon 12 month, 24 month, 36 month, 48 month, and/or 60 month contract terms. Contracts may not exceed 60 months per California Education Code, Section 17596.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.
- Timeline (see transition plan) stating number of days that services will be operational from date of order.
- Provide a minimum of three K-12 public school district references within California.

Instructions to Vendors

General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

Deadline for RFP Submittal

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to Covina-Valley Unified School District. Covina-Valley Unified School District will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Vendor Qualifications

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP.

References

Before awarding any contract, the DISTRICT reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical, and other qualifications as well as relevant experience and skills of the vendor.

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider’s quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund in part or whole, (proceed with project or purchase) or not to fund in part or whole, regardless of E-Rate approval.

Due Date: Proposals must be received in writing by **11:00 AM local time (PST) on Monday, January 19, 2021** to:

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
ATTN: ROBIN HARBERT
519 E. BADILLO STREET, COVINA, CA 91723**

Proposals received after the exact time and date noted will NOT be considered for the bid process.

Request for Proposal Schedule

- RFP Offered: **December 10, 2020**
- Deadline for Questions: **January 7, 2021 at 4:00 PM (PST)**
- Answers to Questions Posted: **January 15, 2021 at 4:00 PM (PST)**
- Bid Closing: **January 19, 2021 at 11:00 AM (PST)**
- Selection and Board approval of contract: **On or before 471 filing date deadline**
- Award of project: **Contingent upon funding from the SLD**

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC’s REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of “Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs” (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore

shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

E-Rate Qualification Certification

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER:

(Name of Company)

Date: _____, 2020 By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

Spin Number: _____

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

STATE OF CALIFORNIA, COUNTY OF _____

The undersigned declares:

I _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
am the _____ of _____, party making
(Title) (Proposer Name)

submitting the foregoing Proposal (the "Proposer"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

- 1.01 The Qualifications and Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
- 1.02 The Qualifications and Proposal is genuine and not collusive or sham.
- 1.03 The Proposer has not directly or indirectly induced or solicited any other proposer to put in false or sham qualifications and proposals, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in sham qualifications or proposals, or to refrain from submitting qualifications and proposals.
- 1.04 The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the qualifications and proposal price, or that of any other proposer, or to fix any overhead, profit or cost element of qualifications and the proposal price or that of any other proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Proposal and related documents are true.
- 1.06 The Proposer has not, directly or indirectly, submitted the qualifications and proposal fees and pricing, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham qualifications and proposal.

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 _____, 2020 [date], at _____ [city], _____ [state]

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title