

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 GAY AVENUE, SAN JOSE, CA 95127

REQUEST FOR PROPOSAL

**CONTRACT FOR E-RATE ELIGIBLE
WIDE AREA NETWORK (WAN) SERVICES**

E-RATE YEAR 24(2021-22)

RFP NO. B2122-T001

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
E-rate Funding Year 24 (2021-2022)

NOTICE TO BIDDERS

Pursuant to Public Contract Code 20111 and 20112, notice is hereby given that the Alum Rock Union Elementary School District ("ARUSD") of Santa Clara County, California, acting by and through its Governing Board, will receive E-rate Year 24 (2021-22) Request for Proposals for Wide Area Network services for all school sites. The District office and its 22 school sites are currently connected by a fully managed 10Gbps private WAN connection, provided by Crown Castle. All sites are in a hub and spoke topology connecting directly back to the District office.

The District wishes to receive vendor's proposal for at least 10Gbps connectivity from district office to all school sites, covering for the **period of five E-rate years (07/01/2021 - 06/30/2026) with a possible two extensions of two years each**. The service must commence by 07/01/2021.

The Bid package "B2122-T001 Contract for E-Rate Eligible Wide Area Network (WAN) Services" can be downloaded from <https://www.arusd.org/erateYear24>. For more information regarding this RFP, please contact Avtar Gill, Director of Technology at ARUSD preferably via email at avtar.gill@arusd.org or via phone at (408) 928-6910.

Sealed proposal should be delivered by November 12, 2020 by 3:00 pm to **ITSS Department, Attn: Avtar Gill, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA 95127**. Any bid that is submitted after this time shall be non-responsive.

The governing Board of Alum Rock Union School District reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the Alum Rock Union School District may require. If any of the RFPs are awarded, the vendor must enter into a contract with the Alum Rock Union Elementary School District

Dr. Hilaria Bauer, Superintendent, ARUSD
October 13, 2020

Published: October 13, 2020 and October 20, 2020

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For
CONTRACT FOR E-RATE ELIGIBLE
WIDE AREA NETWORK (WAN) SERVICES
RFP NO. B2122-T001

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A. PURPOSE

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT("District") purpose for this Request for Proposal ("RFP") is to solicit proposals from qualified vendors to provide a solution to meet the objective stated in the RFP. 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.

The District reserves the right to procure these services based on the District's ability to find their portion of the project.

B. OBJECTIVE

Alum Rock Union Elementary School District has 22 physical school sites with 2 additional schools sharing the existing school campuses. All the physical school sites are connected to District Office's Data center through 10 Gbps fiber connection using hub and spoke topology provided by Crown Castle (formerly Sunesys). In order to continue providing equitable access for student needs, it will be necessary to continue supporting minimum bandwidth of 10Gbps per school site with an expansion plan to support up to 100 Gbps.

C. REQUEST FOR PROPOSAL (RFP) RESPONSE

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for San Jose, CA.

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 returned, in a sealed envelope on or before **3:00 p.m., on November 12, 2020**, to the following address:

Alum Rock Union Elementary School District
Information Technology Support Services Department
Attn: Avtar Gill
2930 GAY AVENUE, SAN JOSE, CA 95127

All proposals shall be sealed in a package plainly marked "**RFP NO. B2122-T001**"

The Vendor is required to submit an Original plus two (2) bind copies and one (1) digital copy of the proposal and any required addenda(s). All proposals shall be prepared by and at the expense of the Vendor.

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	Bid Bond
C	Non-Collusion Affidavit
D	Vendor's Certificate Regarding Workers' Compensation
E	Conduct Rules for Vendor's
F	Reference's
G	Policy Regarding Source Code if any
H	Addenda[s]
I	Specifications / Miscellaneous Info. (Indexed by each section – submit a hardcopy with your proposal)

PROPOSAL SUBMITTED IN ANY OTHER FORMAT WILL BE CONSIDERED NON-RESPONSIVE.

It is the sole responsibility of the Vendor to be sure that the proposal is delivered to the Information Technology Support Services Department. Please be advised that if the submittal of the proposal is received in a department other than the Information Technology Support Services Department located at 2930 GAY AVENUE, SAN JOSE, CA 95127, it is not the responsibility of that department to make sure that the proposal is received in the Information Technology Support Services Department before the time indicated in the Notice to Vendor's.

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 ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT – Wide Area Network (WAN) Services 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. The District also reserves the right to waive bond(s) requirements 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.

PROPOSAL SUBMITTED BY FAX OR E-MAIL ARE NOT ACCEPTABLE

D. RESPONSE TIMELINE

470 + Bid/RFP Timeline	Due Date
Advertise Bids (#1)	10/13/2020
Submit and Certify E-Rate Form 470 and RFP	10/13/2020
Advertise Bids (#2)	10/20/2020
Last day to ask questions	11/05/2020 @ 3:00 PM
RFQ/RFP/Bid Opening (Bid due date)	11/12/2020 @ 3:00 PM
Notice of Intent to Award	11/17/2020 BY 3:00 PM
Board Approval of E-rate Awards	12/17/2020
District Signs Contract by	12/18/2020

Service provider signs contract by	12/21/2020
Submit and Certify E-Rate Form 471	BY CLOSE OF E-RATE WINDOW

E. REQUEST FOR INFORMATION (RFI) AND/OR CLARIFICATION

Request for information, regarding this proposal, must be submitted in writing via email to the attention of: **AVTAR GILL** at avtar.gill@arUSD.org no later than 3:00 PM on 11/05/2020. Questions received after the deadline will not be responded.

The Information Technology Support Services 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 Information Technology Support Services Department.

All RFI's will be responded as RFI response to in the form of a PDF within the timeframe indicated in the timeline. It will also be posted on the District webpage <https://www.arUSD.org/erateYear24>

All addendum(s), questions and answers will be posted on the USAC's EPC Portal and on ARUSD's website <https://www.arUSD.org/erateYear24>

F. 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 ITS Contract
- 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.
- The ERATE SITE Billed Entity Number ("BEN") that was approved by SLD

G. 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 to meet functional and service level requirements; the quality of the service architecture, particularly in regards to business continuity and achievement of service level objectives; support procedures and service levels; our ability to understand and work with service billing; 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 proposals not deemed to be competitive may be rejected.

The ALUM ROCK UNION ELEMENTARY 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 the proposal.

Evaluation Criteria

Price is the most heavily weighted factor in selecting the awarded Service Provider	30%
Technical Support Availability and Support Cost	25%
Ability to deliver services within desired timeframe	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. **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT** reserves the right to amend the vendor selection process.

H. Notice of Intent to Award

The notice of intent to award will only be sent via email to the vendor's provided email address.

GENERAL TERMS AND CONDITIONS

The following general terms and conditions 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 ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (“District”) invites proposals on the attached forms to be submitted at such time and place as is stated in the Notice to Vendor’s. 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.

All proposals shall be submitted in the format stated and in a sealed package bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that his proposal is received in proper time. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any proposal received after the scheduled closing time, for receipt of proposals or after any extension due to material changes, shall be returned to the Vendor unopened.

2. **Bid Security**

Each bid must be accompanied by one of the following forms of bidder's security: (1) a cashier's check made payable to the District; (2) a certified check made payable to the District; or (3) a bidder's bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the proposal documents. Such bidder's security must be in an amount not less than ten percent (**10%**) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance bond, Payment Bond and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within five (**5**) calendar days after notification of the award of the contract to bidder, said security will be forfeited.

3. **Contractor's License**

To perform the work required by this notice, the Contractor must possess a Class **"C-7" or "C-10"** Contractor's License, and the Vendor/Contractor must maintain the license throughout the duration of the contract. If, at time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California such proposal will not be considered and the Vendor will forfeit its bid security to the District.

4. **Form and Delivery of Proposal**

The proposal shall be made on the proposal form provided, and the complete proposal, together with any and all additional materials as required by the proposal documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the attention of AVTAR GILL, at 2930 GAY AVENUE, SAN JOSE, CA 95127, and must be received on or before the time set forth in the Notice to Vendors. The envelope shall be plainly marked with the Vendor mailing address and the Proposal title and RFP No. **It is the Vendor's sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals.**

5. **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.

6. 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.

7. Erasures, Inconsistent or Illegible Proposals

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the proposal. In the event of inconsistency between words and figures in the proposal price, the words shall govern. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive.

8. 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.

9. 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.

10. Agreement and Performance & Payment Bonds

The Agreement form which the successful bidder, as Vendor, will be required to

execute, and the form of the bonds and insurance endorsements which such Vendor will be required to furnish, are included in the contract documents and should be carefully examined by the bidder.

The awarded Vendor will be required to furnish a Performance and Payment Bond in the amount of one-hundred percent (100%) of the amount of the contract and in the form included in the proposal documents, all prior to execution of the Contract. Performance and Payment bonds are required for the protection of the District against failure of a successful Vendor to complete a contract. In the event that the successful Vendor fails to perform or abandons the contract, the District shall have the contract completed as expeditiously as necessary and possible and shall bring action against the bond for additional expenses incurred and administrative time expended.

11. 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.

12. 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 submitted in writing via email to the attention of Avtar Gill at avtar.gill@arUSD.org

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.**

All addendum(s), questions and answers will be posted on the <https://www.arUSD.org/erateYear24> and on USAC EPC portal where applicable

13. Basis of Selection

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, including: price; the degree to which the proposed services to meet functional and service level requirements; the quality of the service architecture, particularly in regards to business continuity and achievement of service level objectives; support procedures and service levels; our ability to understand and work with service billing; 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 the following for a total sum of 100 points; the vendor with the highest points total will be awarded the RFP.

14. Exception/Deviations.

Any exceptions to the requirements and terms in this RFP, including the language in the proposed Agreement, must be included in the proposal submitted by the prospective Vendor. Such exceptions must be segregated as a separate element of the proposal response and noted in the Cover Letter of the response. Significant exceptions may remove the prospective Vendor from further consideration.

15. 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.

16. Award of Contract

The ALUM ROCK UNION ELEMENTARY 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.

The vendor getting into the contract must sign the ARUSD's Independent Contract and other exhibits (samples attached in this RFP).

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. SPIN

The District requires the Vendor to have a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administrative Company), as well as a valid and current FCC Registration Number (FCC-FRN). The SPIN and FCC-FRN must be established at the time of the proposal submittal. Vendors who do not currently have "green light" status will not be considered. The loss of "green light" status with the FCC shall render any contracts entered into with the Vendor to be, at the discretion of the District, immediately null and void.

24. E-Rate Compliance

Vendor is, and agrees to remain, in compliance with all current E-Rate program guidelines established by the Federal Communications Commission (FCC). This project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the project at its sole discretion.

Information regarding eligibility of goods and services, invoicing requirements, documentation

requirements and other program rules are available from the SLD by calling Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at www.sl.universalservice.org.

In all communications, including (but not limited to) invoices, any responses to this RFP, reports, and proposals, 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.

The annual E-Rate Funding Year begins on July 1st and September 30th of each year (for non-recurring services). Regardless of contract “signing date”, goods and services requested in this RFP shall be delivered no earlier than the start of the 2021 Funding Year (July 1, 2021).

To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

Vendors agree to conform to all E-Rate guidelines for the billing of discounts to the SLD. A current SPAC (Service Provider Annual Certification) form must be on file with USAC for the funding year 2021-2022 and for the subsequent years throughout the term of the contract. If the awarded Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD SPIN number, then at the discretion of the District, the contract may be terminated. Billing method will be in SPI form (Service Provider Invoice): The Vendor will only invoice ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT for the non-discounted portion of the costs after the E-rate discount is applied.

The Vendor will then invoice the SLD for the E-rate discounted portion. The Vendor must also provide the name, title and telephone number for a single point of contact of E-Rate questions.

The E-Rate program requires that all records be retained for at least five (5) years. The Vendor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by SLD and/or the District, whichever is sooner. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Vendor 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.

25. E-Rate Funding

This RFP is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of contracts, the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely as the discretion of ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT. Vendors wishing to bid are doing so solely at their own risk. ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with this proposal and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each bidder/Vendor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT cancel the project.

26. Invoice the Universal Services

Invoicing the E-Rate Administrator, USAC, is required to collect payment of Non-discounted share of Contract cost. It is required that the contractor specifies whether the customer bills will be the total cost of the service or only the Non-Discounted share of the contract cost. Contractor may provide applicants with discounted bills and submit the SPI to request payment from USAC for the amount of USF support to be paid. Contractors agree to sign the BEAR form when the applicant has paid the entire cost of services to the service provider. In all cases, USAC pays support to the contractor after invoicing process is completed and the Service Provider Annual Certification Form (Form 473).

27. E-Rate In-eligible Costs

Bidders must include complete bill of materials, including manufacturer make, model, quantity, unit price, extended price, installation and sales tax if any. Any E-rate ineligible costs must be submitted on a separate bill of materials.

28. Right to Source Program

If Vendor, whether directly or through a successor or affiliate, shall cease to be in the hardware/software business, or cease to support the submitted application, or if Vendor should be declared bankrupt or insolvent by a court of competent jurisdiction, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source program of the object programs supplied under this agreement, and single copy of the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to the District shall be subject to each and every restriction on use set forth in the request for proposal. **VENDORS' MUST STIPULATE THEIR POLICY REGARDING SOURCE CODE IF APPLICABLE.**

29. System Availability

The proposals submitted must describe a system where all elements are currently available and will not include "futures" or "drawing board" elements. "Futures" or "Drawing Board" elements, if included, must be explicitly labeled as such and may serve only for information purposes and not be used to satisfy a requirement stipulated in the RFP.

30. Vendor Inquiries

All questions and/or clarifications regarding the submission and/or technical specifications regarding this proposal must be submitted in writing via e-mail at AVTAR.GILL@ARUSD.ORG. All requests for information or requests for clarifications must be submitted by the date and time specified in the Response Timeline. All responses will be sent to each Vendor known to have received the Request for Proposal, through an addendum. Questions submitted after the deadline will not be responded to.

31. 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.

32. 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.

33. Notification

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

34. 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.

35. 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.

36. **News Releases**

News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of the District's Superintendent.

37. **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.

38. **Insurance**

Vendor shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

a) Vendor's Liability Insurance

i) Worker's Compensation

ii) General Liability

(1) Injury or accidental death

\$1,000,000.00	Each Occurrence	\$2,000,000.00	Aggregate
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(2) Bodily Injury

\$1,000,000.00	Each Occurrence	\$2,000,000.00	Aggregate
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(3) Property Damage

\$1,000,000.00	Each Occurrence	\$2,000,000.00	Aggregate
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iii) Automobile Liability (Any Auto)

(1) Combined Single Limit

\$1,000,000.00	Each Occurrence
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Such liability insurance policies shall name the District as an additional insured and shall agree to defend and indemnify the District against loss arising from operations performed under the contract.

39. *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.

40. *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.

41. *Invoicing and Payment Schedule*

Once the service is fully “tuned up” and accepted by the District, the Vendor may invoice the District monthly for the agreed upon monthly service charge and for the agreed upon number of months. Vendor shall include with its invoice a line-item account of the costs and materials used during that month. The District may reduce the amount paid for a month when 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.

42. *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 under the E-Rate Program, 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.

43. *Assignment of Contract*

The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

44. *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.

45. 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.

46. 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.

47. 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.

48. 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 Santa Clara County, California.

49. 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.

50. 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.

51. 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 trial 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 procedure review as a standard agenda item.

52. Coordination

The Vendor shall coordinate installation schedules with the District and their designated agent(s). The Vendor shall be responsible for placing all service orders with local and long distance telephone companies. The Vendor shall appoint a project manager from the account team. The Project Manager shall be the primary point of contact for the Vendor during the implementation process. The Vendor shall prepare a separate plan for changing the District's communication services from their vendor(s) as well as establishing new services. If necessary, the Vendor will also coordinate with the District's support vendor for the PBXs during the installation process. The Vendor's implementation plan shall be reviewed and approved by the District's IT team.

53. 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.

54. Guarantee

The District requires that the Contract for E-Rate Eligible Wide Area Network (WAN) Services components provided by the Vendor shall be guaranteed for the term of the contract. 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 of the District without expense to the District.

55. 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.

56. 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 Supervisor of Purchasing 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

57. Vendor Certification Regarding Background Checks

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the District.

58. Conduct Rules for Vendors

Each Vendor/subcontractors, when performing work/services on ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT properties shall adhere to the rules of conduct.

59. 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). **The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post and a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.**

- (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.**
- (e) Job Site Posting (SBX 2-9). On each job site that is subject to compliance monitoring by the Department of Industrial Relations, the Awarding Body shall post or require the prime contractor to post a Notice containing Compliance and Monitoring information.

60. Electrician (C-10 License) – Senate Bill 1362.

Pursuant to the requirements of SB 1362 and CA Labor Code Section 3099.2, all employees performing electrical work for a general contractor or subcontractor holding a C-10 license must be certified. If employees working on a project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the general contractor/subcontractor to corrective action up to and including being removed from the project

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SPECIAL CONDITIONS**

**For
Erate Eligible Wide Area Network Services**

RFP NO. B2122-T001

STARTING AND COMPLETION DATES

All work to be done as specified in RFP NO. B2122-T001, will be specified in the District's "Notice to Proceed" letter to the Vendor.

WORK HOURS

All work to be done shall be performed between the hours of 7:00 a.m. to 4:30 p.m., Monday thru Friday.

Note: Scheduling timeframes will be discussed at the Pre-Construction Meeting with the awarded Vendor.

SUSPENSION AND DEBARMENT CERTIFICATION

The Vendor will be required to complete the Suspension and Debarment Certification U.S. Department of Agriculture form (enclosed) and **must be submitted with your proposal**. Review the attached Debarment Instruction for Certification and Certification and Disclosure Statement.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

The vendor should be registered with the Department of Industrial Relations.

PREVAILING WAGES & DAVIS BACON WAGES

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 the work is to be performed for each craft, classification or type of work needed to execute the contract. These per diem rates, including holidays and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., 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 and to comply with the District's Labor Compliance Program. In accordance with 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Davis Bacon Act – The Contractor and/or Subcontractor(s) will be required to pay the higher prevailing wage between the State Prevailing Wage Determination and the Davis Bacon Wage Determination for Federal funded projects. Reference the Wage Determination Online.Gov website: <http://www.wdol.gov> for more information.

CERTIFIED PAYROLL RECORDS REQUIRED

- (a) The Contractor and each subcontractor shall maintain Certified Payroll and basic records required under the Labor Code and applicable Industrial Welfare Commission and shall preserve them for a period of three (3) years thereafter for all trade workers working on District project for submittal to the District at times designated in the contract or within ten (10) days upon request. The Contractor shall be responsible for all submittal of payroll records of all its subcontractors. All Certified Payroll Records shall be accompanied by a statement of compliance signed by the Contractor or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the employee conform with the work performed.
- (b) **Certified Payroll Records must be submitted with the pay requests.**
- (c) In accordance with the California Labor Code Section 1776 (g), if the Contractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the State or Political Subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

NOTE: Faxed copies of the Proposal Form or any portion of this bid will not be accepted.

TECHNICAL SPECIFICATIONS

RFP NO. B2122-T001

Background

The District office and its 22 school sites are currently connected by a fully managed 10Gbps private WAN fiber connection, provided by Crown Castle. All sites are in a hub and spoke topology connecting directly back to the District office.

Alum Rock Union SCHOOL DISTRICT (“ARUSD”) is soliciting proposals for managed private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network.

The service must commence by July 01, 2021.

This project may be contingent upon approved project funding from the federal E-rate program (Schools and Libraries Division, or “SLD”). ARUSD may or may not undertake this project at its sole discretion. In addition, ARUSD will require that the awarded service provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Tele connect Fund (CTF) discount.

Vendors will bid only eligible products and services as described in the following links;

1. To view the USACs overall eligibility requirements for all Categories of Services please use this

link:

<https://docs.fcc.gov/public/attachments/DA-19-1249A1.pdf>

WAN Requirements –

The requested fully managed private WAN connection/ services will terminate at data Center located at 2930 Gay Ave., San Jose, CA 95127 and provide connectivity for all ARUSD school sites and facilities. A list of these sites, street addresses and required Committed Information Rates (“CIR”) appear in “Appendix A” of this RFP.

The services requested will include upgrades to our existing WAN CIR’s. Service must be capable of delivering a minimum (CIR) of 10 Gigabits/second (“Gbps”) and maximum of 100 Gigabits/second using Layer 2 Ethernet protocol over fiber to each school site and district office.

- a. The District Data Center located at: 2930 Gay Ave., San Jose, CA, 95127 is to serve as the termination point for the network. At present, all 22 ARUSD school sites and District office

are connected via 10 Gigabits/second service connections. With this RFP, ARUSD intends to maintain current aggregate bandwidth to sites (See “Appendix A” for details). The assignment of schools to particular network segments for bundling is at the discretion of the service provider. The district is not in a position at this time to entertain dark fiber proposals.

b. All twenty-two (22) ARUSD school sites and facilities shall have a minimum data connection CIR of 10 Gbps full-duplex; up to a CIR of 100 Gbps full-duplex.

c. The district office – data center shall have minimum data connection CIR of 10 Gbps full-duplex; up to a CIR of 100 Gbps full duplex.

d. ARUSD desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor’s ability to scale the proposed solution to meet greater bandwidth demands.

e. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each school directly to the District Data Center on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have 22 individual circuits terminating directly at the District Data Center.

f. The service handoff at each site will be fiber as appropriate for the site, delivered to each site’s Main Distribution Facility (“MDF”). The handoff must use standards-compliant single-mode or multi-mode fiber as applicable.

g. The service hand-off at all sites shall terminate on a fiber equivalent compatible with LC-style or compatible connectors. The Contractor/Carrier will bear the cost of any such compatible connectors. The precise site location of the MPOE or DEMARC, or “handoff point” shall be determined by ARUSD Network and Engineering staff at the sites listed in **Appendix “A”** of this RFP.

Comment [1]: ask +rnevarez@arusd.org
Assigned to Ranulfo Nevarez

h. The network will require a minimum aggregated bandwidth of Ten thousand (10,000) Megabits per second into the WAN Network to simultaneously support all sites maximum access rates. This will be by multiple 10 Gigabit fiber connections.

i. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other “partitioning” scheme. The Vendor is directed to describe in detail how this will work in their proposal.

j. The vendor shall specify that this network is a managed solution and the vendor will

provide all necessary hardware and software accordingly. As part of the proposal, the vendor will make known the space requirements for installed equipment at sites and District Office. Network outage resolution should be coordinated with ARUSD technical staff.

k. The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. The vendor will provide critical alerts to ARUSD Technical Contacts via email, and notification of service outages via telephone to ARUSD Technical Contacts along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.

l. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS (“Quality of Service”) tags implemented by ARUSD between endpoints.

m. All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptible power supply (“UPS”).

n. Currently ARUSD’s MDF’s have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.

o. The network must be fully operational by **June 30, 2021**. The term “fully operational” is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.

p. Contract must provide cancellation of services without financial penalties if a school is closed. District may cancel services to a school without penalties after a 30-day notice to vendor.

QUALIFICATIONS

All vendors submitting proposals must demonstrate the ability to participate in the E-rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to ARUSD 's satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Santa Clara County area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

CONTRACT TERM

Alum Rock Union will be seeking a contract length of five (5) years. Funding for this project will be Priority 1 E-rate Funding at the District discount rate. Any installation costs associated with the service delivery must be amortized over initial term and is to be included within the monthly service cost.

Winning vendor(s) will NOT submit any billing or perform any work BEFORE July 1, 2021, and not without the prior written acceptance of ARUSD.

End of Technical Specification

Appendix A

Name	Address	Required CIR	Growth
Alum Rock Union Elementary School District	2930 Gay Ave, San Jose, CA, 95127	10 Gbps	100 Gbps
A.J. Dorsa Elementary School	1290 Bal Harbor Drive, San Jose, CA, 95122	10 Gbps	100 Gbps
Adelante Dual Language Immersion Academy	2999 Ridgemont Avenue, San Jose, CA, 95127	10 Gbps	100 Gbps
Aptitud Community Academy at Goss	2475 Van Winkle Ln, San Jose, CA, 95116	10 Gbps	100 Gbps
Ben Painter Elementary School	500 Rough & Ready Road, San Jose, CA, 95133	10 Gbps	100 Gbps
Cesar Chavez Elementary School	2000 Kammerer Avenue, San Jose, CA, 95127	10 Gbps	100 Gbps
AdelanteDual Language Academy II	1970 Cinderella Ln, San Jose, CA, 95127	10 Gbps	100 Gbps
Clyde L. Fischer Middle School	1720 Hopkins Drive, San Jose, CA, 95127	10 Gbps	100 Gbps
Donald Meyer Elementary School	1824 Daytona Dr, San Jose, CA, 95127	10 Gbps	100 Gbps
Horace Cureton Elementary School	3720 E Hills Drive, San Jose, CA, 95127	10 Gbps	100 Gbps
Joseph George Middle School	277 Mahoney Drive, San Jose, CA, 95127	10 Gbps	100 Gbps
Learning in an Urban Community with High Achievement	1711 E San Antonio St, San Jose, CA, 95116	10 Gbps	100 Gbps
Lee Mathson Middle School	2050 Kammerer Ave, San Jose, CA, 95116	10 Gbps	100 Gbps
Linda Vista Elementary School	100 Kirk Avenue, San Jose, CA,	10 Gbps	100 Gbps

	95127		
Lyndale Elementary School	13901 Nordyke Drive, San Jose, CA, 95127	10 Gbps	100 Gbps
Millard McCollam Elementary School	3311 Lucian Ave, San Jose, CA, 95127	10 Gbps	100 Gbps
O.S. Hubbard Elementary School	1680 Foley Ave, San Jose, CA, 95127	10 Gbps	100 Gbps
Ocala Middle School	2800 Ocala Avenue, San Jose, CA, 95122	10 Gbps	100 Gbps
Russo/McEntee	2851 Gay Ave, San Jose, CA, 95127	10 Gbps	100 Gbps
San Antonio Elementary School	1721 E San Antonio St, San Jose, CA, 95116	10 Gbps	100 Gbps
Sylvia Cassell Elementary School	1300 Tallahassee Dr, San Jose, CA, 95127	10 Gbps	100 Gbps
Thomas P. Ryan Elementary School	1241 McGinness Drive, San Jose, CA, 95127	10 Gbps	100 Gbps
William Sheppard Middle School	480 Rough & Ready, San Jose, CA, 95127	10 Gbps	100 Gbps

PROPOSAL FORM

FOR ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Wide Area Network (WAN) Services
E-RATE YEAR 24
RFP NO. B2122-T001

TO: ALUM ROCK UNION ELEMENTARY 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 familiarize 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:

Wide Area Network (WAN) Services
E-RATE YEAR 24
RFP NO. B2122-T001

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 office of the Information Technology Support Services Department of said District.

The proposal outline:

The service start date will be JULY 01, 2021,

The service end date will be JUNE 30, 2026,

The Contract expiration date will be JUNE 30, 2026

The Bandwidth for each school site will be _____,

The Monthly Recurring Fee _____

The Surcharges and Taxes _____

One Time Cost (construction cost) _____

For the lump sum of:

(in words)

(\$ _____)

Provide price schedule of services, tariffs, taxes, CTF discounts, construction cost and ineligible cost. Provide an amount in Numbers and also in written form.

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

2. 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 Vendor's - Request for Proposal.
3. Each individual proposal term shall be determined from the specifications, and all other portions of the proposal documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the service: complete system consisting of software, hardware (Vendor required to supply minimum specifications on hardware), installation, data conversion, software customization, training, maintenance and software support, including standard District, State & Federal reports; and bonds and insurances; all as per the requirements of the proposal documents, whether or not expressly listed or designated.

4. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the Wide Area Network (WAN) Services are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by the 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.
5. The required Bid Bond is hereto attached.
6. The required Non-Collusion Affidavit is hereto attached
7. The required Vendor's Certificate Regarding Workers' Compensation is hereto attached.
8. It is understood and agreed that if written notice of intent to award this proposal is mailed, telegraphed, or delivered to the undersigned after the evaluation of proposals within the time this proposal is required to remain open, or at any time thereafter before the proposal is withdrawn, the undersigned will execute and deliver to the District a contract in accordance with the documents as accepted, and that he will also furnish and deliver to the District the Performance and Payment Bond as specified, all within Five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Vendor to proceed, and shall be completed by the Vendor in the time specified in the contract documents.
9. All notices or other correspondence should be addressed to the undersigned at the address stated below.

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

(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).

11. 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.
12. The undersigned bidder shall be licensed and shall provide the following information:
- Bidder's California Contractor's
License Number: _____
License Expiration date: _____
Name on License: _____
Type of License: _____
13. It is understood and agreed that if requested by the District, the Vendor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
14. Service Provider Identification Number (**SPIN**) _____
Federal Registration Number (**FCC-FRN**) _____

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

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

Address _____

By: _____
Signature of Bidder

Date: _____

(Corporate Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called “Principal”), and _____ (hereinafter called “Surety”), are hereby held and firmly bound unto the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (hereafter called “Owner”), in the sum of _____ (\$_____) which will and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction and/or delivery of **Wide Area Network (WAN) Services, RFP NO. B2122-T001**

NOW, THEREFORE,

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

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

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

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

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

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____

ATTEST: (if corporation)

By: _____

Title: _____
(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____
(Corporate Seal)

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent/representative for service of process in California).

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

Dated: _____

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

Print name

Signature

State of California

County of _____

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

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

WITNESS my hand and official seal,

(Signature of Notary)

(Seal of Notary)

**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 ALUM ROCK UNION ELEMENTARY 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 ALUM ROCK UNION ELEMENTARY 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. B2122-T001 , preferably school districts utilizing the proposed Wide Area Network (WAN) Services, 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:

DEBARMENT AND SUSPENSION CERTIFICATE

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 Code of Federal Regulations Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department Agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Name of School District

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name Title

Signature

Name of Company

Date

RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

DEBARMENT INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this form/proposal, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that it's certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form/proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with

which this transaction originated may pursue available remedies, including suspension and/or debarment.

AFTER AWARD:

AGREEMENT & BOND'S

AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2020, in the County of Santa Clara, State of California, by and between ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT; hereinafter called the District, and

_____ hereinafter call 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 in the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workman like manner all of the work required and manage the services in connection with the following titled project:

**Wide Area Network (WAN) Services
ERATE YEAR 24
(E-Rate Funding Year of July 1, 2021 through June 30, 2026)**

RFP NO. B2122-T001

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

fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 – CONTRACT TERM

Work performed will be for the term of 60 months from July 1, 2021 or from the start date of the project, whatever ends earlier. The start date of the project is predicated upon the receipt of the Funding Commitment Decision Letter (FCDL) from the Universal Services Administrative Company. The District has the option to extend the term annually for an additional 48-month period total, if required. The term of this contract is till June 30th, 2026.

ARTICLE 3 - TIME FOR COMPLETION.

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

ARTICLE 4 – CONTRACT PRICE.

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

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

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

DISTRICT:

CONTRACTOR:

By _____

By _____

Comment [2]:

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

Name Title

Title: _____

Authorized Officers
or Agents

(CORPORATE SEAL)

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "PRINCIPAL"), an agreement for the work described as follows: **Wide Area Network (WAN) Services, RFP NO. B2122-T001**; and

WHEREAS, the work to be performed by the PRINCIPAL is more particularly set forth in that certain contract dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said PRINCIPAL to perform the terms thereof and to provide a bond both for the faithful performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned, as PRINCIPAL, and

_____,
a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded PRINCIPAL, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and

workmanship; and indemnify, defend and save harmless the Oblige, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

PRINCIPAL and Surety understands that the Oblige has to notify the current service provider with a 60-day notice to terminate the services by June 30, 2021. PRINCIPAL and Surety agrees that the proposed service(s) to all the school sites will start by **July 01, 2021** with a minimum bandwidth of **10Gbps**. Incase PRINCIPAL and Surety fail to start service by July 01, 2021, then the Oblige has full right to continue the services with the current vendor and all the expenses for such service extension will be the full financial burden/ obligation of the PRINCIPAL and Surety for the term of the service extension.

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

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

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

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

PRINCIPAL:

Signature

(Corporate Seal)

By: _____
Print Name Title

SURETY:

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

(Corporate Seal)

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____
(This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Contact Name (*please print*)

(_____)_____

Telephone Number

(_____)_____

Fax Number

**(Name and Address of agent or representative
for service of process in California)**

Contact Name (*please print*)

(_____)_____

Telephone Number

(_____)_____

Fax Number

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this _____ day of _____, in the year _____, before me,
_____, a Notary Public in and for said State, personally
appeared _____, known to me to be the person whose name
is subscribed within the instrument as the Attorney-in-Fact of the
(Surety) and acknowledged to me that he subscribed the name of the
(Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(Seal of Notary)

Commission expires: _____

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

PAYMENT BOND
(CALIFORNIA PUBLIC WORK – LABOR & MATERIAL)

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to _____. (hereinafter designated as the “CONTRACTOR”), an agreement for the work described as follows **Wide Area Network (WAN) Services, RFP NO. B2122-T001** (hereinafter referred to as the “Public Work”); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, _____, THEREFORE, _____, We, _____, the _____, the undersigned CONTRACTOR, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

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

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

PRINCIPAL/CONTRACTOR:

(Corporate Seal)

By: _____

SURETY:

(Corporate Seal)

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with

federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Contact Name (*please print*)

(_____)_____

Telephone Number

(_____)_____

Fax Number

**(Name and Address of agent or representative
for service of process in California)**

Contact Name (*please print*)

(_____)_____

Telephone Number

(_____)_____

Fax Number

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the awarded Vendor fails to provide the documents required below, the District may award the contract to the next responsible and responsive Vendor. All insurance provided by the bidder shall fully comply with the requirements set forth in Item No. 28 of the General Terms and Conditions of the contract documents.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverage's set forth in Item No. 28 of the General Terms and Conditions, proper Proposal description, designation of the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be an ISO CG20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	_____		
	(Contact Name)	(Title)	
	_____ (Company)		
	_____ (Street Address)		
	_____ (City)	_____ (State)	_____ (Zip Code)
	(_____) _____ (Telephone Number)	(_____) _____ (Fax Number)	

2. **Workers' Compensation / Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverage's and requirements set for in the General Terms and Conditions, minimum of 30 days' cancellation notice, proper Proposal description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverage's and requirements set forth in the General Terms and Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	_____		
	(Contact Name)	(Title)	
	_____ (Company)		
	_____ (Street Address)		
	_____ (City)	_____ (State)	_____ (Zip Code)
	_____ (Telephone Number)	_____ (Fax Number)	

Date

Vendor's Firm Name

By: _____
Signature

Title

VENDOR'S/CONTRACTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of Vendor]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.

☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Alum Rock Union Elementary School District

Wide Area Network Services
E-Rate Year 24 – RFP No. B2122-T001

Date: _____, 20 _____
[Name of Vendor]

Signature

By its: _____
Print Name Title

ATTACHMENT "A"

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
CONSTRUCTION CONTRACTOR
FORMS AND AGREEMENT

STEP 1 – Employee Verification

Are you a part-time or full-time employee of the?

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT?

Yes

☐

No

☐

- If you responded affirmatively, **STOP**, you cannot be hired as a Contractor. Contact the Information Technology Support Services Department immediately for further assistance.
- If you responded negatively, please continue to Step II.

STEP II – Form W-9

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

Are you incorporated?

Yes ☐

No ☐

- If you responded affirmatively, please continue to Step III and disregard Form W-9 (attached).
- If you responded negatively, please complete Form W-9 and continue to Step III.

STEP III – Form 590

As directed by California Revenue and Taxation Code, Section 18662, the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT is required to withhold income or franchise tax on payment of California source income made to nonresidents of California.

Are you a resident of California, or?

Do you have a permanent place of business?

In California?

☐

Yes

☐

No

All nonresidents who respond negatively and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.

- If you responded affirmatively, please disregard Form 590 (attached).
- If you responded negatively, please complete Form 590.

Signature

Date

Print Name

Title

Phone Number

Name of Company

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The attached E-rate Supplemental Terms and Conditions are recommended points to consider including in your e-rate procurement documents. ARUSD shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses, resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete submission of information.

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. 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.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. 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.
4. 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: <http://www.usac.org/sl/providers/step01/>
5. 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>
6. 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 will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
7. Products and services must be delivered before billing can commence. At no time may the

Service Provider invoice before July 1, 2021. While it is the district's preference to have the network fully operational by 07/01/2021 we do wish to solicit bids for multiple solutions and from all potential bidders. If you do not believe that you will be able to meet the 07/01/2021 deadline, please provide a detailed implementation plan which includes when you would anticipate the network to be fully operational under your proposed solution. The district will then include the monthly costs for those delayed months of operation under the current provider to the bidders Implementation Costs when evaluating their proposal.

7. 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).
8. 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. 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.
9. 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.
10. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
11. 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.
12. Within **one (1) week of award or less**, the awarded Service Provider will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

13. 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.
14. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
15. 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).
16. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). 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.
17. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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.
18. 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 <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
19. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>
20. 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.

21. 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:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

22. 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 and certification 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.

23. 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.

24. 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:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Contracts/MOU/Agreements Checklist

Checklist **must** accompany all Contracts, MOU/Agreement packets. All listed items must be checked off and submitted with your Contract, MOU or Agreement in order for the Purchasing Dept. to accept the packet. Incomplete packets will not be accepted. **All contracts MUST be Board approved before work can begin.**

Completed Contracts, MOU's or Agreements must be submitted 30 days prior to Board Meetings.

INDEPENDENT CONTRACTS/MASTER CONTRACTS

- ☐ Form PUR-116 (except construction services)
 - completed form
 - signed by vendor & Principal/Program Manager
 - include budget code(s) if more than one budget being used
- ☐ Scope of work on vendors company letterhead include:
 - description of services
 - cost
 - duration of job
 - terms & conditions
- ☐ TB testing form PUR-117 (exhibit B) signed by vendor (if working around students)
- ☐ Finger printing form PUR-118 (exhibit C) signed by vendor (if working around students)
- ☐ Notice of Policy on Business Gifts and Conflicts of Interest PUR-119
- ☐ Certificate of Liability Insurance with full endorsements naming ARUSD as additional insurer (including sexual misconduct if working with students)
- ☐ If contract over \$5K attach a cabinet approval form PUR 121
- ☐ If contract over \$100K attach a cabinet approval form and submit a board ready memo PUR 122
- ☐ Current Company/Vendor W-9

PARTICIPANT ON MASTER CONTRACT (camp contracts, DJ's, coaches) (check with Purchasing to see if an existing Master Contract exists, if it does, you will only need the item listed below)

- ☐ Form PUR-123 Request for Contracted Services
 - completed form
 - signed by Principal/Program Manager
 - include budget code
 - scope of work on vendors company letterhead

MOU'S & OR AGREEMENTS

Normally an MOU is used when there's a zero cost to the District (**insure no in-kind cost, sub cost or any other indirect cost to district**) and or issued by a "Public Entity" (school, city, county, district). If organization is not a Public Entity a PUR-116 form may be needed depending on agreement language.

- ☐ Form PUR-123 (completed form)
- ☐ Negotiated agreement (on entities letterhead)
 - description of services
 - cost when cost is NOT zero
 - duration of job
 - terms & conditions
- ☐ TB testing form (exhibit B) PUR-117 (if working around students)
- ☐ Finger printing form (exhibit C) PUR-118 (if working around students)
- ☐ Notice of Policy on Business Gifts and Conflicts of Interest PUR-119
- ☐ Certificate of Liability Insurance with full endorsements naming ARUSD as additional insurer (including sexual misconduct if working with students)
- ☐ If MOU/Agreement has a cost & over \$5K attach a cabinet approval form PUR-121
- ☐ If MOU/Agreement has a cost & over \$100K attach a cabinet approval form and submit a board ready memo form PUR-122



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: _____ (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: _____

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Email Address: _____

SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date _____ end date _____

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

_____ a. **Fee Rate:** \$ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** \$ _____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may be required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.
11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.
12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.
13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.
14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.
15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.
16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.
17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.
18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____	Date: _____
Director of Fiscal Services: _____	Date: _____
Asst. Supt., Bus. Services: _____	Date: _____
Superintendent: _____	Date: _____

CONTRACTOR:

Name of Company/Contractor: _____	
Signature: _____	Date: _____
Printed Name: _____	Title: _____

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT DISTRICT GUIDELINES

STOP!!!

Please complete questionnaire below before completing Independent Contractor form.

Contractor Name: _____

PART I	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? (i.e. administrators, teachers/instructors, substitutes, school bus drivers, clerical staff, athletic coaches, tutors, cafeteria workers, counselors, examination monitors, proctors, librarians, nurses, psychologists, intern psychologists, individuals "filling in" on an interim basis, specialty teachers)		
2. Is this individual working as an employee prescribed by the Education Code?		
3. Is the individual already an employee of the district in another capacity?		
4. Has the individual performed substantially the same services for the district as an employee in the past?		
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		
6. Does the district have the legal right to control the method of performance by this individual?		
7. Are the services, as being provided, an integral part of school operations?		
If the answer to <u>any</u> of the above questions is " YES " --- STOP HERE!!! Do not complete the rest of the questions. The individual is the district's employee and must be paid through payroll as a contracted employee. Call Human Resources for further details.		
If all of the above are " NO ", continue...		
PART II	YES	NO
8. Must the required services be performed by this individual?		
9. Does the district have a continuing relationship with this individual?		
10. Can this relationship be terminated without the consent of both parties?		
If the answer to the question 8, 9, or 10 is " YES ", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all " NO " continue...		
11. Does the individual operate an independent trade or business that is available to the general public?		
12. Does the individual have a substantial investment in his/her business, (i.e. maintains a facility, equipment, etc.)?		
If either 11 or 12 are " NO ", the individual is a district employee STOP HERE and process the individual through Human Resources and payroll.		
If 11 and 12 are both " YES ", continue...		
13. Does the individual provide all materials and support services necessary for the performance of this service?		
14. Is this paid by the job or on a commission?		
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?		
If 11 and 12 are " YES ", 13 through 15 should also be " YES " and are items that should be written into the Independent Contract. This individual is an Independent Contractor. A " YES " on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.		

By signing below, Contractor and Program Manager attest that they have reviewed District guidelines and certify that the information above is true and correct.

Contractor Signature: _____ Date: _____

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit B

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

☐ The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

☐ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit C

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its **compliance** with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

- ☐ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only, District Office only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

- ☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Hilaria Bauer, Ph.D.
Superintendent

Notice of Policy on Business Gifts and Conflicts of Interest

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
 - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$470 in a calendar year.
 - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: _____ Printed Name: _____

Title: _____ Date: _____

Vendor Name: _____

Vendor Address: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT SCHOOL PROGRAMS INSURANCE REQUIREMENTS

Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor Parties’ use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amounts indicated below.

Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, **including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury** with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Automobile Liability. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Workers’ Compensation and Employers’ Liability Insurance. Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. (Refer to chart below.)

Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. At least a 2 year tail when written on a claims made form is required. (Refer to chart below)

Type of Coverage Minimum Requirement

Commercial General Liability Insurance, (including Bodily Injury, Personal Injury, Sexual Misconduct, Property Damage, Advertising Injury, and Medical Payments)

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability Insurance - Any Auto

Each Accident \$1,000,000

General Aggregate No Aggregate

Professional Liability \$1,000,000

Workers Compensation Statutory Limits

Employer's Liability \$1,000,000

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance.

Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered with ACORD forms in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

Contractor shall provide such notice: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice, and renewal certificates and endorsements should be received before the renewal dates."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent. (If a contractor is contracting for multiple sites, have the certificate of insurance made out to Alum Rock Union Elementary School District for the fiscal year.)

The Entity, its officers, officials, employees, and volunteers are to be included as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status can be provided in the form of an endorsement to the Contractor's insurance (form CG D4 17 01 12).

A certificate of insurance evidencing that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The Additional Insured coverage under the Contractor's general liability policy shall be "primary and non-contributory" and will not seek contribution from the Public Entity's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any general liability, auto liability, workers' compensation and umbrella insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer. This may be done either by policy endorsement or inclusive policy language.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

With the exception of professional liability insurance, if applicable, all policies shall be written on an occurrence form. If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the District.

Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the Public Entity.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this Purchase Order.

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: _____

Signature: _____