

Sylvan Union School District

WAN/LAN NETWORK ELECTRONICS

BID NO: #1-2016-17

E-RATE YEAR 20

Sylvan Union School District
605 Sylvan Avenue
Modesto, CA 95350

**SYLVAN UNION SCHOOL DISTRICT
WAN/LAN NETWORK ELECTRONICS, 2017-2018, E-RATE YEAR 20**

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Sylvan Union School District ("District") will receive sealed bids for the following project, Bid No.#1-2016-17 E-Rate Year 20, (Bid Package), **WAN/LAN Network Electronics** ("Project" or "Contract").
2. The Project consists of:

The purchase and installation of **L2/3 core switch/routers** for twelve (12) sites in the District (Orchard Elementary, Sanders Elementary, Ustach Middle School, Somerset Middle School, Daniel Savage Middle School, Coleman F. Brown Elementary, Crossroads Elementary, Freedom Elementary, Sherwood Elementary, Standiford Elementary, Stockard Coffee Elementary, and Woodrow Elementary). The District is seeking to update aging Cisco core switches/routers to connect the site IDFs and MDF to the district WAN. The acquisition will include cabling, and any other equipment deemed necessary for the complete installation of the new MDF core switch. The following table provides information regarding our current inventory that will need to be connected to the L2/3 core switch/router.

School Site	Core Switch Ports	IDFs
Sherwood Elementary School	8	7
Standiford Elementary School	6	5
CF Brown Elementary School	7	6
Stockard Coffee Elementary School	6	3
Woodrow Elementary School	8	7
Crossroads Elementary School	6	5
Freedom Elementary School	9	8
Orchard Elementary School	8	6
Sanders Elementary School	6	4
Ustach Middle School	14	10
Somerset Middle School	14	10
Daniel Savage Middle School	11	7

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3. Contract Documents are available on the USAC EPC website.
4. The bid schedule is as follows:

<u>ACTIVITY</u>	<u>TIME</u>	<u>DATE</u>
Bid released- 1 st Ad		February 12, 2017
2 nd Ad		February 19, 2017
Non-Mandatory Pre Conference Woodrow Elementary, 800 Woodrow Ave., Modesto, CA	9:00 am	February 22, 2017
Deadline to submit questions	4:00 pm	February 24, 2017
Deadline to answer questions	4:00 pm	February 28, 2017
Bid Due Date	10:00 am	March 13, 2017
Board Meeting	7:00 pm	March 21, 2017
Contract Award		March 22, 2017

5. **Deadline for Questions:** Questions regarding the bid should be asked in writing. Responses will be posted on the USAC EPC website. In order to make information available to all bidders, no questions will be answered if submitted after the date above.
6. **Vendor Communication:** Upon release of this bid request, all vendor communications concerning the overall bid should be directed to the Purchasing Coordinator listed below. Unauthorized contact with District employees regarding this bid is not permitted. Any oral communications will be considered unofficial and non-binding to the District. Vendors should rely only on written or e-mailed statements issued by:

Carol Smith
Business Specialist
Sylvan Union School District
605 Sylvan Ave. Modesto CA
(209) 574-5000
csmith@sylvan.k12.ca.us
7. Sealed Bids will be received until **10:00 a.m., March 13, 2017**, at the District Office, 605 Sylvan Avenue, Modesto, California, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

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9. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding.
10. The District shall award the Contract, if it awards it at all, pursuant to Public Contract Code 20118.1 to an acceptable party who is one of the three lowest responsive responsible bidders. Selection of one of the three lowest bids will be based on the following criteria:

1. Eligible Price	30%
2. Equipment performance and reliability	20%
3. Vendor References	10%
4. Ease of management, modification and updating	20%
5. Warranty	10%
6. Life Cycle costs of equipment	5%
7. Ineligible Costs	5%
Total: 100%	
11. All pricing must conform to E-Rate rules and regulations, as well as FCC mandates.
12. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Sylvan Union School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

WAN/LAN Network Electronics

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Noncollusion Declaration.
 - b. Signed E-rate Requirements
5. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.
6. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any Bid containing erasures, deletions, or illegible contents.
7. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

Since Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control over this Agreement.

8. All pricing must conform to E-Rate rules and regulations, as well as FCC mandates.

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9. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - b. All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.
 - c. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
 - d. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
 - e. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
10. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received after the date above may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
12. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the USAC EPC website.
13. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.

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- b. Bids must be submitted to the **Sylvan Union School District Business Office at 605 Sylvan Avenue, Modesto, CA 95350** by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
14. Bids will be opened at or after the time indicated for receipt of bids.
15. The District shall award the Contract, if it awards it at all, pursuant to Public Contract Code 20118.1 to an acceptable party who is one of the three lowest responsive responsible bidders. Selection of one of the three lowest bids will be based on the following criteria:
- | | |
|--------------------------------------------------|-------------|
| 1. Eligible Price | 30% |
| 2. Equipment performance and reliability | 20% |
| 3. Vendor References | 10% |
| 4. Ease of management, modification and updating | 20% |
| 5. Warranty | 10% |
| 6. Life Cycle costs of equipment | 5% |
| 7. Ineligible Costs | 5% |
| Total: | 100% |
16. Time for Completion: Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by approximately **August 1, 2018**.
17. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
 - b. Noncollusion Declaration
 - c. Drug-Free Workplace Certification.
 - d. Tobacco-Free Environment Certification.
 - e. Criminal Background Investigation/Fingerprinting Certification.
18. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

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- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
19. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced

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bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

20. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
21. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
22. Trade Names And Alternatives – For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response. *Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.*

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BID FORM

To: Governing Board of Sylvan Union School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Specifications of **Bid No. #1-2016-17, E-Rate Year 20**

PROJECT: WAN /LAN Network Electronics

The purchase and installation of L2/3 core switch/routers (*Cisco Catalyst 3850 10G Fiber Switch, or equivalent*), basic maintenance, and Uninterruptable power supply (*APC 1500 UPS or equivalent*) devices for twelve (12) sites in the District (Orchard Elementary, Sanders Elementary, Ustach Middle School, Somerset Middle School, Daniel Savage Middle School, Coleman F. Brown Elementary, Crossroads Elementary, Freedom Elementary, Sherwood Elementary, Standiford Elementary, Stockard Coffee Elementary, and Woodrow Elementary). The District is seeking to update aging Cisco core switches/routers to connect the site IDFs and MDF to the district WAN. The acquisition will include cabling, and any other equipment deemed necessary for the complete installation of the new MDF core switch. The following table provides information regarding our current inventory that will need to be connected to the L2/3 core switch/router.

School Site	Core Switch Ports	IDFs
Sherwood Elementary School	8	7
Standiford Elementary School	6	5
CF Brown Elementary School	7	6
Stockard Coffee Elementary School	6	3
Woodrow Elementary School	8	7
Crossroads Elementary School	6	5
Freedom Elementary School	9	8
Orchard Elementary School	8	6
Sanders Elementary School	6	4
Ustach Middle School	14	10
Somerset Middle School	14	10
Daniel Savage Middle School	11	7

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Bid amount shall include cabling, and any other equipment deemed necessary for the complete installation of the new MDF core switch, and any applicable taxes:

School Site	Core Switch/ Router\ (Cisco Catalyst 3850 10G Fiber Switch, or equivalent)	UPS Battery Backup (APC 1500 UPS or equivalent)	Basic Maintenance	E-Rate Eligible Bid	Ineligible E-Rate Bid	Total Bid
Sherwood Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Standiford Elementary	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
CF Brown Elementary	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Stockard Coffee Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Woodrow Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Crossroads Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Freedom Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Orchard Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Sanders Elementary School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Ustach Middle School	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

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Somerset Middle School	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Daniel Savage Middle School	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Base Bid	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

_____dollars
TOTAL BASE BID IN WRITTEN FORM

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INFORMATION REQUIRED OF BIDDERS

1. INFORMATION ABOUT BIDDER

- a. Name of Bidder: _____
- b. Type of Entity: _____
- c. Bidder Address: _____

Facsimile Number _____ Telephone Number _____

- d. How many years has Bidder's organization been in business as a Contractor _____
- e. Under what other or former names has Bidder's organization operated? _____
- f. If Bidder's organization is a corporation, answer the following
 - i. Date of Incorporation: _____
 - ii. State of Incorporation: _____
 - iii. President's Name: _____
 - iv. Vice-President's Name(s): _____
 - v. Secretary's Name: _____
 - vi. Treasurer's Name: _____
- g. If an individual or a partnership, answer the following:
 - i. Date of Organization: _____
 - ii. Name and address of all partners (state whether general or limited partnership): _____

- h. If other than a corporation or partnership, describe organization and name principals: _____

- i. List other states in which Bidder's organization is legally qualified to do business. _____
- j. What type of work does the Bidder normally perform with its own forces? _____

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- k. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

- l. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

- m. List Trade References:

- n. List Bank References

- 2. **PROPOSED EQUIPMENT PERFORMANCE:** Please provide a statement that addresses the following: (Statement should not exceed one page)
 - 1. Equipment performance and reliability
 - 2. Ease of management, modification and updating
 - 3. Warranty
 - 4. Life Cycle costs of proposed equipment

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1. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Specifications shall be included in the above agreed-upon price amount.
2. **Pricing.** Bidders shall provide the District with firm, fixed prices for the equipment at sites specified in this bid.
3. **E-Rate.** Bids must conform to E-Rate rules and regulations, as well as FCC mandates, as it applies to Lowest Corresponding Price, and must be proposed as a separate contract price, independent of the District's ability to use any 'master contract' or 'piggy-back contract' pricing element.
4. **Piggyback Clause.** For the term of any Agreement reached between the District and the selected Vendor, and any extension thereof, and at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or other public corporation within the State of California, may purchase, lease-purchase, or otherwise acquire the identical item(s) at the same price and upon the same terms and conditions, pursuant to Public Contract Code section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. The Sylvan Union School District waives its right to having such other Districts draw their warrants in favor of this district as provided in said code section.

_____ *Initial to indicate acceptance of Piggyback Clause and return with bid submission.*

5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Noncollusion Declaration
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

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9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this ____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____ Manager: _____

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E-RATE REQUIREMENT

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/si/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status 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
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2017
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21

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Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with USAC: <http://www.usac.org/sl/applicants/step06/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

- a. 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).
- b. 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.
- c. This offer is in full compliance with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
<http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>

4) STARTING SERVICES/ADVANCE INSTALLATION

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 2017 funding year (July 1, 2017). 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.

EARLY FUNDING CONDITIONS

Category 1

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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).

<http://www.usac.org/res/documents/about/pdf/fcc-orders/2002-fcc-orders/DA-02-3365.pdf>

The complete text can be found at the following URL:

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

Category 2

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

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

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

https://apps.fcc.gov/edocs_public/attachmatch/FCC-14-99A1.pdf

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively,

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should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

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

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

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: _____

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AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20____ by and between the SYLVAN UNION SCHOOL DISTRICT, herein called "DISTRICT," and _____ herein called "CONTRACTOR."

WHEREAS, the DISTRICT has a need for _____ with respect to the work described herein; and

WHEREAS, CONTRACTOR warrants that it is fully licensed, qualified, and willing to perform said services as required by this Agreement, and is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

Scope of Work. CONTRACTOR shall commence providing any particular services only upon receipt from the District of a Project Authorization Letter for those services in accordance with this Agreement. In the absence of an applicable Project Authorization Letter, CONTRACTOR shall not undertake any work or services ostensibly pursuant to this Agreement and the District shall have no obligation to compensate the CONTRACTOR for any such work or services. Project Authorization Letters shall be deemed and construed as authorizing the work to be performed pursuant to this Agreement and not as modifying or amending this Agreement. In the event of any conflict between the provisions of this Agreement and CONTRACTORs Original Proposal, the Agreement shall control with respect to terms and conditions for provision of the services and control with respect to the scope, type and manner of services, compensation for services, and similar matters set forth by the District.

(Scope of work): The purchase and installation of L2/3 core switch/routers, basic maintenance, and Uninterruptable power supply (UPS) devices for twelve (12) sites in the District (Orchard Elementary, Sanders Elementary, Ustach Middle School, Somerset Middle School, Daniel Savage Middle School, Coleman F. Brown Elementary, Crossroads Elementary, Freedom Elementary, Sherwood Elementary, Standiford Elementary, Stockard Coffee Elementary, and Woodrow Elementary). The District is seeking to update aging Cisco core switches/routers to connect the site IDFs and MDF to the district WAN. The acquisition will include cabling, and any other equipment deemed necessary for the complete installation of the new MDF core switch. The following table provides information regarding our current inventory that will need to be connected to the L2/3 core switch/router.

All work shall be performed to the degree of skill and care ordinarily exercised under similar conditions by reputable members of CONTRACTORs profession practicing in the same or similar locality at the time of performance. CONTRACTOR shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in a Project Authorization Letter. Nothing in this paragraph shall require District to use CONTRACTOR for any services and District may use other CONTRACTORs for any such work.

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CONTRACTOR shall:

- Contract or employ at CONTRACTOR's expense, Sub CONTRACTORs or personnel to the extent deemed necessary for the work authorized by a Project Authorization Letter. District reserves the right to reject the use of any Sub CONTRACTOR.
- Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the District regarding the work of each Project Authorization Letter.
- Attend meetings with the District, other professionals employed by the District and local and regional agencies, as needed, and directed by the District to perform the work.
- Cooperate with other professionals employed by the District for other work related to the Project Authorization Letter.
- Abide by all regulations imposed by funding sources, such as auditing requirements and payoff affidavits.
- Be responsible for the professional quality, technical accuracy and the coordination of CONTRACTOR's entire work product and provide a professional level of review of all deliverables to assure quality and professional accuracy of all documents furnished by CONTRACTOR. CONTRACTOR shall, without additional compensation, correct or revise any errors in its documents or other services.

Each Project Authorization letter will identify the campus and project name(s), the project specific scope of services and the required deliverables.

CONTRACTOR shall submit an estimated cost breakdown based upon the project specific scope which shall include all necessary hours to perform the project specific scope of services, all estimated hours for labor and the corresponding hourly rate, along with any other estimated costs for services including, but not limited to, any Sub CONTRACTORs, research, travel time or other expenses for which CONTRACTOR seeks reimbursement.

The District will review CONTRACTOR's cost estimate and negotiate, as needed. A Project Authorization letter may issue authorizing the start of work if the estimated cost is reasonable.

The District may, at its discretion, coming two (2) or more projects to be handled as single Project assignment. If a Project assignment includes multiple projects, CONTRACTOR shall provide a separate invoice for each individual Project for which services are provided under a single Project Authorization Letter.

CONTRACTOR may be assigned various projects and tasks which have different funding sources.

Each Project Authorization Letter shall incorporate CONTRACTOR's budget for the assigned task. On a regular basis, but not less than weekly, the CONTRACTOR shall report to the District's Project Manager on the status of the assigned work including, but not limited to, the percentage of the work performed under the Project Authorization Letter, the percentage of the budget consumed, to date, (whether or not billed or paid) and the percentage of the budget remaining, for each line item set out in the task order, and the

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schedule of tasks contemplated for the following week. Notification by e-mail will be acceptable, provided that all of the required information is included. No invoices will be paid if the required reports are not timely filed. Filing of the reports does otherwise require the District to pay for the services described in the reports.

Time for Completion of Work. No work shall be commenced prior to CONTRACTOR'S receipt of the DISTRICT'S Project Authorization Letter. All work shall be completed no later than the date agreed upon by the parties for each matter or project, provided, however, that extensions of time may be granted in writing by the District, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the District to be good and sufficient cause for such extensions.

Term. The term of this Agreement shall be from _____.

Payment for Services.

Compensation- Fees. CONTRACTOR'S compensation will be primarily based upon fixed fees negotiated for a specific project including, but not limited to, cost of travel and all incidentals necessary to complete the project scope of work. The District may, at its discretion, negotiate either hourly rates or fixed fee rates for the described services. Rates may be based on actual services performed at the rates set forth for each task or in an amount otherwise agreed to by the DISTRICT in a Project Authorization Letter.

Reimbursables-Costs. None

Reports and Billing Invoices. CONTRACTOR shall submit to the DISTRICT, on a task completion basis, a detailed statement of services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. For the purpose of timely processing of invoices, the CONTRACTOR'S invoices are not regarded as received until the applicable deliverable is submitted. Any anticipated problems in performing any future work shall be noted in the billing invoice transmittal letter. The CONTRACTOR shall also promptly notify the District of any perceived need for a change in the scope of work or services.

Accounting Records.

CONTRACTOR shall maintain accounting records in accordance with generally accepted accounting principles. The CONTRACTOR shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The CONTRACTOR shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

CONTRACTOR shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the DISTRICT. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the CONTRACTOR'S cost accounting records.

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All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. CONTRACTOR shall safeguard the accounting records and supporting documentation.

CONTRACTOR shall make accounting records and supporting documentation available on demand to the DISTRICT and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the DISTRICT. The DISTRICT may require having the CONTRACTOR'S accounting records audited, at CONTRACTOR'S expense, by an accountant licensed by the State of California.

Changes in Scope of Service. No change in the character or extent of the work to be performed by CONTRACTOR shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by DISTRICT to CONTRACTOR, if any. Any amendment must be approved by the Governing Board of the DISTRICT.

Non-Assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or sublet any interest herein without the prior written consent of DISTRICT and any such assignment, transfer, delegation, or sublease without the DISTRICT'S prior written consent shall be considered null and void.

Insurance. CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A- VII and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality.

Professional Liability Insurance: CONTRACTOR shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000.00 per claim and \$2,000,000.00 in aggregate to cover all services rendered by CONTRACTOR pursuant to this Agreement.

If coverage is on Claims Made basis, CONTRACTOR promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.

Commercial General Liability (CGL): CONTRACTOR shall maintain in full force and effect, for the period covered by this Agreement, insurance including the following coverages:

Commercial General Liability covering the following
Personal Injury and Bodily Injury, including death resulting therefrom.
Property Damage.

Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the amount of \$1,000,000.00 single limit, \$2,000,000.00 aggregate.

The following endorsements must be provided in the CGL policy:

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1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The Grossmont Union High School District, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the DISTRICT, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require CONTRACTOR'S insurance to indemnify DISTRICT in contravention of Insurance Code 11580.04.

Workers' Compensation Insurance: In accordance with the provision of

Labor Code Section 3700, CONTRACTOR, if CONTRACTOR has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. CONTRACTOR agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Employer's Liability Insurance: CONTRACTOR shall maintain Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

The following requirements apply to all insurance to be provided by CONTRACTOR:

A certificate of insurance shall be furnished to DISTRICT prior to commencement of work. Upon request by the DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to the DISTRICT within ten (10) working days.

Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to DISTRICT.

Approval of the insurance shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services or operations pursuant to this Agreement.

Indemnification. CONTRACTOR shall indemnify District, and shall hold District harmless, against and from any and all claims, demands, actions and other proceedings, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), and other liabilities of any nature attributable to the injury or death of any person(s) or the damage to any property arising out of or in any way connected with the negligent performance of this Agreement by CONTRACTOR or its officers, agents, employees or SubCONTRACTORS. CONTRACTOR shall reimburse District for all damages, expenses and losses incurred by District as a consequence of any claim, demand, or cause of action that may be brought against District resulting from, arising out of, or in any way connected with the negligent performance of this Agreement or of the services by CONTRACTOR or its officers, agents, employees or SubCONTRACTORS,

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including disputes between CONTRACTOR and any of its SubCONTRACTORS. The CONTRACTOR shall not be responsible pursuant to this Section to the extent of any contributing negligence or willful misconduct of the District or its officers, employees or SubCONTRACTORS.

Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to CONTRACTOR by the indemnification and insurance clauses.

CONTRACTOR'S Endorsement on Reports, etc. CONTRACTOR shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

Documents. Information and Materials Ownership. All documents, information and materials of any and every type including intellectual property, prepared or produced by the CONTRACTOR pursuant to this Agreement shall be the property of the DISTRICT. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing work under this Agreement, whether completed or in process. The CONTRACTOR shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

Termination of Agreement Without Cause. DISTRICT may terminate this Agreement at any time by giving the CONTRACTOR twenty (20) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONTRACTOR shall be entitled to no further compensation or payment of any type from the DISTRICT.

Termination of Agreement for Cause. If CONTRACTOR fails to perform CONTRACTOR'S duties to the satisfaction of the DISTRICT, or if CONTRACTOR fails to fulfill in a timely and professional manner CONTRACTOR'S obligations under this Agreement or if CONTRACTOR violates any of the terms or provisions of this Agreement, or if CONTRACTOR, CONTRACTOR'S agents or employees fail to exercise good behavior, either during or outside of working hours, that is of such a nature as to bring discredit upon the DISTRICT, then DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to the effective date of such termination. If DISTRICT'S termination of the Agreement for cause is defective for any reason, including but not limited to DISTRICT'S reliance on erroneous facts concerning CONTRACTOR'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the DISTRICT'S written notice of termination for cause to the CONTRACTOR, and the DISTRICT'S maximum liability shall not exceed the amount payable to CONTRACTOR under paragraph 12 above.

Compliance with Laws. CONTRACTOR shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement. Any required statutory provision is deemed incorporated by this reference.

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Covenant Against Contingent Fees. CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Disputes & Claims.

Notice of Potential Claim. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the DISTRICT, or for the happening of any event, thing, occurrence, or other cause, unless CONTRACTOR has provided the DISTRICT with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the DISTRICT prior to the time that the CONTRACTOR shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the DISTRICT, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the Director of Public Works.

Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the DISTRICT on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The CONTRACTOR shall not be entitled to any additional compensation unless CONTRACTOR has (1) provided the DISTRICT with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the DISTRICT, shall excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

CONTRACTOR is an Independent CONTRACTOR. It is expressly understood that in the performance of the services herein provided, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of DISTRICT. CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CONTRACTOR in the performance of the services rendered hereunder. CONTRACTOR shall be solely

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responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Warranty of CONTRACTOR. CONTRACTOR warrants that CONTRACTOR and each of the personnel employed or otherwise retained by CONTRACTOR for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

SubCONTRACTORS.

CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the DISTRICT.

Any subcontract entered into by CONTRACTOR relating to this Agreement shall contain all the provisions contained in this Agreement.

Any substitution of SubCONTRACTORS must be approved in writing by the DISTRICT in advance of assigning work to a substitute SubCONTRACTOR.

Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Diego County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to DISTRICT at:

Yvonne Perez
Assistant Superintendent, Business Services
605 Sylvan Ave
Modesto, California 95350

to the CONTRACTOR at:

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Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the CONTRACTOR shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by CONTRACTOR under this Contract which DISTRICT requests in writing to be kept confidential, shall be made available to any individual or organization by CONTRACTOR without the prior written approval of DISTRICT.

Quality Control and Quality Assurance. The CONTRACTOR shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the DISTRICT.

Fingerprinting Requirements. CONTRACTOR agrees to provide the District with written certification that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all CONTRACTOR's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

Trade Names And Alternatives For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response. ***Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.***

IN WITNESS THEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the day and year first hereinabove set forth.

SYLVAN UNION SCHOOLDISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

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Yvonne Perez
Typed or Printed Name

Typed Name

Asst. Supt. of Business Services
Title

Social Security or Taxpayer I.D. No.

Board Approval Date: _____

(Area Code) Telephone Number

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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.)

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DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: #1-2016-17 between Sylvan Union
School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract

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be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: #1-2016-17 between Sylvan Union
School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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DOCUMENT 00 45 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: #1-2016-17 between Sylvan Union
School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

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DOCUMENT 00 45 19.01

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

- That I am a representative of the Contractor under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

- ☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 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 Contract, 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 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 Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

- ☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background 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.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____