



BIDDING DOCUMENTS

FOR

REQUEST FOR PROPOSALS

FOR

DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN)
SERVICES and INTERNET ACCESS SERVICES

RFP NUMBER 18-19:09

Proposals must be submitted to:

**Bonita Unified School District
Facilities Office
115 W. Allen Avenue
San Dimas, CA 91773**

**No later than:
January 11, 2019, at 2:30 p.m.**

NOTICE INVITING PROPOSALS

BONITA UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Bonita Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "District", will receive sealed RFPs in the Facilities Department of the District at 115 West Allen Avenue, San Dimas, CA 91773 and will be publicly opened and read aloud on the date and time specified below:

<u>Project Identification Name</u>	<u>Mandatory Job Walk</u>	<u>Opening Date/Time</u>
Bid: 18-19:08 Wireless Access Point Upgrade Installation, Professional Services, & Solutions	12/20/18 at 1:30 PM Bonita High School 3102 North "D" Street North Parking Lot La Verne, CA 91750	January 11, 2019 1:30 PM Facilities Dept. 115 W. Allen Avenue San Dimas, CA 91773

Contractor shall possess at the time of bid a valid State Contractors License – C10 or C7 license

Bid: 18-19:09 Districtwide Fiber Optic Wire Area Network Services	12/21/18 at 8:00 AM Maintenance Yard 115 W. Allen Avenue San Dimas, CA 91773	January 11, 2019 2:30 PM Facilities Dept. 115 W. Allen Avenue San Dimas, CA 91773
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There will be a mandatory job walk for each proposal at the location and time listed above. A copy of the RFP is available at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its proposal returned unopened.

Contractors and Subcontractors must be registered with DIR, in compliance with SB854, to submit a bid for evaluation.

Sealed proposals shall be made and presented only on the forms presented by the District. **Proposals shall be received in the Facilities Department at 115 W Allen Ave., San Dimas, California 91773** and shall be opened and publicly read aloud at the Facilities Department Conference Room at the designated time listed above. It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

Each proposal must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

No bidder may withdraw a submitted proposal for a period of ninety (90) days after the time set for opening proposals..

The District and Board of Education reserve the right to reject any and all proposals, and to waive any irregularities or informalities in any proposals or in the bidding procedure.

**Board of Education
Bonita Unified School District
County of Los Angeles, California
Penny Reyes
Director, Purchasing/Warehouse**

Publishing Dates: November 26 and December 3, 2018

RFP 18-19:08 -FIBER-WAN
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SECTION I.

PROPOSAL INSTRUCTIONS AND CONDITIONS

The Bonita Unified School District (“District”) is calling for proposals for services from duly licensed and qualified professionals to provide a high-speed leased lit fiber Wide Area Network (WAN) solution for both phones and data, as described in this Request for Proposal (“RFP”). This RFP is set up in five part sequences comprised of the following:

- I. Proposal Instructions and Conditions
- II. Special Conditions
- III. Request for Proposal for Districtwide Fiber Optic Wide Area Network and Internet Access Service
- IV. Contract Forms
- V. Proposal Forms

Parts I, II, and III contain information and requirements regarding this RFP. Part IV will require completion after a firm or individual is selected. Part V must be completely filled out and signed by authorized signatory personnel of the proposing firm and submitted to the District with the RFP response. A copy of the RFP is available at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal.

RFP Deadline is January 11, 2017, at 2:30 p.m. Proposals will be accepted up to this deadline and shall be delivered to the District’s Facilities Office located at 115 W. Allen Avenue, San Dimas, CA 91773. All RFP’s and contracts entered into hereunder shall be subject to the General and/or Special Conditions attached to this form and all other Contract Documents. Envelopes containing proposals shall bear the title of “**DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES and INTERNET ACCESS SERVICES**”. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the firm unopened. It is the Respondent’s sole responsibility to ensure that its proposal is delivered to the required location and the District shall not be responsible for any delays in the delivery of any proposals or lost or misdirected mail.

Questions and clarifications must be submitted by **noon (12:00 p.m.) January 4, 2019** to:

Penny Reyes, Director of Purchasing/ Warehouse
Email: Reyes@bonita.k12.ca.us

There will be a **mandatory** job walk and conference on **December 21, 2018 at 8:00 a.m.** that will start at the District’s Maintenance Yard located at 115 W. Allen Avenue, San Dimas, CA 91773. A copy of the RFP is available at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal. **Any Respondent submitting a proposal who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive Respondent and will have its proposal returned unopened.** Site maps and other information will be provided at the job walk and conference.

This RFP shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual pursuant to this RFP (“Contract” or “Agreement”). This RFP

is a solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or the RFP process without obligation to any firm responding to this RFP. Statements and other materials submitted will not be returned.

The award of the Contract will be in accordance with the Public Contract Code 20118.2 which allows the District to select the most qualified Respondent whose proposal meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the RFP, whichever is in the best interest of the District. All Respondents will be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process set forth in Public Contract Code section 20118.2.

The District's application for federal E-rate funding approval is required and contingent to award a Contract pursuant to this RFP. However, the District reserves the right to fund, (proceed with Project or purchase), or not to fund, regardless of E-rate funding approval.

No Respondent may withdraw its proposal for a period of ninety (90) days after the date and time set for the proposal opening.

All proposals must be made upon this proposal form to be considered to be deemed valid. All blanks must be filled in, the proposal must be properly signed, and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Declaration and other required documents.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are 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.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure

Section 995.120, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

1. **FORMS:** Proposals will not be considered unless submitted upon the forms provided by the Bonita Unified School District. All Respondents shall be responsible for familiarizing themselves with the conditions and requirements of this RFP prior to submitting a proposal.
2. **DEFINITIONS** (shall not be deemed a comprehensive list):
 - a. **State:** “State” as used herein means State of California.
 - b. **Respondent:** “Respondent” as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the District. May interchangeably refer to a Service Provider, Vendor, Contractor, or Bidder.
 - c. **E-rate:** “E-rate” as used herein is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC)
 - d. **DOJ:** “DOJ” as used herein means the Department of Justice.
 - e. **District:** “District” as used herein means the Bonita Unified School District.
 - f. **Board of Education or Board:** “Board of Education” or “Board” as used herein means the governing board of the Bonita Unified School District.
3. **NAME OF COMPANY:** Respondents shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
4. **RESPONDENT’S RESPONSIBILITY:** Before submitting a proposal, Respondents shall carefully examine the scope of work, and the forms of other Contract Documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of lack of such examination or knowledge.
5. **EXAMINATION OF DOCUMENTS:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Respondent shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished a RFP for proposal purposes without divulging the source of the request. The District’s decision shall be final in any matter on the interpretation of documents or its requirements.
6. **ADDENDA OR MODIFICATION OF RFP RESPONSE:** The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be

numbered consecutively. No person is authorized to make any oral interpretation of any provision in the RFP, nor shall any oral interpretation be binding on the District.

Alternatively, the Respondent may modify its proposal after submission by written notice to the District's Director of Purchasing/ Warehouse of the withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

7. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal or the RFP process without obligation to any firm responding to this RFP.
8. **DISPOSITION OF PROPOSALS:** All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Respondent's expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information clearly marked and submitted in support of the requirement will be returned upon request.
9. **ASSIGNMENT/FINANCING:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds.
10. **FORCE MAJEURE CLAUSE:** The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties as determined by the District provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Respondent.
11. **FEDERAL OR STATE REGULATIONS:** The Respondent's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.
12. **INDEPENDENT CONTRACTOR:** This Section applies to the Contractor and all of its subcontractors or every tier. In performance of the services, duties and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Contractor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Contractor, and Contractor shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said persons.

Contractor shall comply with all regulations regarding employees, and Contractor shall pay and/or contribute its required share as the employer of said persons. Contractor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

13. INSURANCE:

The Contractor shall secure and maintain, and require its subcontractor(s) to secure and maintain, the minimum amounts of coverage's listed in the Insurance Requirements Form attached to protect against claims that may arise from operations under the Contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All coverages shall be from a source acceptable to the District.

14. INVOICE AND PAYMENTS:

All invoices must be sent to the following address below:

Bonita Unified School District - Accounts Payable
115 W. Allen Avenue
San Dimas, CA 91773

All invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers and must be under the same firm name as shown on the P.O./Contract.

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from Accounts Payable prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any Contract or Purchase Order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same contractor.

The Respondent shall provide a monthly invoice to the District even when the account reflects a credit.

15. PERMITS AND LICENSES: The Contractor and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.

16. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry,

physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

17. **DRUG FREE WORKPLACE:** The Contractor shall maintain a drug free workplace in accordance with the California Government Code.
18. **NON-COLLUSION:** Each proposal must be submitted with a fully completed Non-Collusion Declaration on the form provided herein that complies with Public Contract Code Section 7106.
19. **BID SECURITY:** Each proposal shall be accompanied by a certified or cashier's check payable to the District, or a satisfactory bid bond, in favor of the District, executed by the bidder as principal and a legally admitted California surety insurer as surety, in an amount not less than \$25,000.00. The check or bid bond shall be given as guarantee that the bidder shall execute the contract if it is awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the Contract, and will furnish all the required forms and documentation. It is understood and agreed that should Respondent fail or refuse to enter into the Contract Agreement and provide all documents as required by the District and the RFP, the bid security shall be forfeited to the District. If the Respondent elects to furnish a bid bond as its bid security, the Respondent shall use the bid bond form included in the RFP.

SECTION II.

SPECIAL CONDITIONS

1. **AWARD OF CONTRACT:** Proposals will be evaluated by a committee appointed by the Director of Purchasing. Any Proposal that does not meet the minimum requirements in this Bid may be excluded from evaluation. In accordance with E-rate regulations, the price of E-rate eligible services will be the most heavily-weighted factor for all decisions. The award of the Contract will be in accordance with the Public Contract Code 20118.2 which allows the District to select the most qualified Contractor whose proposal meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the RFP, whichever is in the best interest of the District. All Contractors will be assessed based on the evaluation factors described in this RFP and the specific needs of the District and the District will follow the competitive negotiation process set forth in Public Contract Code section 20118.2. Although E-rate eligible cost is a significant weighted factor, the District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the firm is:
 - a. Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and
 - b. Financially responsible to complete the Project as proposed.
 - c. The following Evaluation Criteria:

CRITERIA	EVALUATION WEIGHT FACTORS
Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), total cost of ownership, etc.	40%
Technical feature set of products	20%
Service Provider's experience, District's prior experience with Service Provider (if any), overall installation and integration capabilities based upon performance record and availability of sufficient high quality personnel with the required skills and experience for the specific approach	15%
Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope as well as from objective 3rd party reviews.	10%

The extent to which the Service Provider's solution fulfills the stated requirements as set out in this RFP and number and scope exceptions to the RFP	15%
Total	100%

2. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of the proposal process shall become a part of the proposal and Contract Documents.
3. The evaluation committee may contact any Service Provider to clarify any response, contact any current users of the Service Provider's services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. Discussions and/or interviews may, at the District's sole option, be conducted with Service Providers to permit further evaluation and to allow the District to inquire further into the Service Provider's experience on similar projects and other relevant inquiries. All Service Providers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.
5. Until a contract resulting from the RFP is executed, no employee, agent or representative of any Service Provider shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

SECTION III.

REQUEST FOR PROPOSAL FOR DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES and Internet Access Services.

The Bonita Unified School District (“District”) requests sealed proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to furnish the District with high-speed leased lit fiber Wide Area Network (WAN) to support select District facilities. The WAN technology will be comprised of point to point leased lit fiber. The District requires that all WAN connectivity result in an Ethernet (Layer 2) hand off at each site. The high-speed WAN connections will be required to allow connectivity back to the Data Center at the District Office from the individual district sites.
2. **DUE DATE:** See Section I.
3. **[NOT USED.]**
4. **E-RATE REQUIREMENTS:**

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.

E-RATE CONTINGENCY

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

SERVICE PROVIDER REQUIREMENTS

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

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.

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/service-providers/step01/default.aspx>

Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential respondent found to be in Red Light Status will be disqualified from participation in the proposal 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

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.

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).

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.

Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

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 three (3) days to questions associated with its proposal.

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>

Service 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>

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.

The Service Provider acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to 47 CFR §54.504 (2)(i)(ii).

The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to 47 CFR §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.

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.

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 2019 funding year (July 1, 2019). 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

There are four (4) 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>

INVOICING

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.

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.

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.

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.

5. **PROPOSAL REQUIREMENTS:**

The District specifically requests that all responses to this RFP be succinct and not contain extraneous information that is not requested in this RFP. Attachments should be completed in the provided format with Service Providers only modifying the areas which are blank for Service Provider responses. District reserves the right to ask clarifying questions of Service Providers and to request in person presentations upon review of proposals. Revised proposals may be accepted after these presentations occur.

Reasons for Disqualification of Proposals: If any of the following conditions occur, Service Provider's proposal is automatically disqualified from being evaluated:

- Service Provider's proposal is submitted after the deadline.
- Service Provider is in Red Light Status with the FCC.
- Service Provider is not authorized to do business in the state of California, County of Los Angeles or city of San Dimas or La Verne or is not authorized to provide services requested in this proposal to all buildings within the District.
- Service Provider does not have a Service Provider Identification Number ("SPIN").
- Services are not all provided under a single E-rate SPIN number. Separate SPIN numbers are permitted for each separate procurement.
- Service provider cannot provide services to all locations listed on pages 16-18. Addresses for each site are set forth in Attachment "A".
- Service provider cannot provide all services by July 1, 2020 to all locations listed on pages 16-18. Addresses for each site are set forth in Attachment "A".
- Service Provider has not disclosed whether any of the services are being leased or resold from other vendors and if so, has not disclosed exactly what services are being resold.
- Service Provider has not disclosed all taxes, fees, surcharges, etc. and their amounts or percentages in its proposal.
- District reserves the right to disqualify a Service Provider for the use of subcontractors that do not meet the requirements of this RFP or other legitimate business concerns.
- Service Provider is not deemed a "qualified" or responsible bidder as a result of reference checks and other research conducted by the District.

The following items shall be included in the proposal:

- A. The name, mailing address, CA business license, SPIN number, email address and telephone number of the firm submitting the proposal and the name of the person

who has the authority to legally bind the firm in a contract. Provide information of the year the firm was established, number of employees, business website, signature of principal, corporate seal, and written evidence of all required verifications that if awarded by the District ensures all eligible components of services are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

- B. Provide relevant technical capabilities and qualifications and project experience in project-by-project format. Be specific and concise, do not use generalized information, complete and include District Qualifications Questionnaire.
- C. Provide detailed description of any proposed solution that is different from what is stated in this RFP, and clearly identify this information within this section.
- D. Qualifications Questionnaire.
- E. Project Team: Resumes of each member of the proposed Project team and a detailed organizational chart with key personnel for the Project identified. These resumes should detail their education, related experience, qualifications, and Project responsibilities.
- F. Sub-Consultant List, if/as applicable. Identify and list primary sub-consultants. Please provide the type of service provided, firm name, length of working relationship with firm, address, name of contact person, phone number, e-mail address, year firm was established, number of employees and business website.
- G. Please provide a complete timeline stating the number of days that the services will be operational from the date of order.
- H. A list of five (5) CA K-12 references, all of which have been public schools installations completed within the last twelve to twenty-four months that are similar size and scope to the one being proposed for this District. Please provide client name, address, contact name and telephone number, dates of service and completion, description of service, type and size of installation and contract amount.
- I. Proposal Fees:

Respondent is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the Contract resulting from this RFP, on a fully-burdened labor rate basis. Be as thorough and specific as possible as this may form the basis of any contract for services that may be presented by the District. It is the intent of the District to award a Contract(s) for a leased fiber solution.

Fee Proposal and Fee Schedule shall be based on work and services stipulated in the Article entitled "Scope of Work". Include one-time and monthly recurring costs, including all applicable taxes and surcharges for:

- Include and list any one-time costs, for items such as, but not limited to, Special construction, set-up, installation, etc.
- Respondents shall include a Fee Schedule list for any work or services not specifically stated in this RFP, to assist the District with future budgeting needs.

All cost proposals must include pricing to install services to the MPOE and Demarcation point designated by District staff.

Proposal costs and fees should reflect the following scenarios:

The District intends to award a Contract term of five (5) years. Please include fully burdened price proposals on a maximum Contract term of five (5) years.

6. SCOPE OF WORK- WAN SERVICES:

The District is seeking WAN service for 13 locations throughout cities of San Dimas, CA and La Verne, CA. Service Providers may propose lit fiber services. In the case of lit fiber services, the solution may be point-to-point or point-to-provider cloud, virtual mesh, or other equivalent service (such as Wavelength). For the remaining parts of the RFP it is assumed that the term “lit fiber” includes equivalent solutions.

Each District location must have a point-to-point connection terminating at the District’s Administration building or a school site’s MPOE/MDF room. The termination point for each site will be provided during the mandatory job walk and conference. Termination must be in the form of multimode fiber compatible with SFP + optics from HPE/Aruba 5400 series switches. In the case of a lit fiber or equivalent solution or provider cloud solution, these point-to-point links should operate at 10Gbps at the 4 high schools, 1Gbps at the 8 elementary schools but be capable of being increased to 10Gbps, and 50Gbps at the District office capable of growing 120 Gbps.

Below are the technical requirements for the requested WAN services:

- Proposals must include all buildings and services requested in **Attachment “A”**. The District intends to sign one contract with a single prime Service Provider for Category A: WAN Services.
- Proposals must include detailed network diagrams depicting both logical and physical designs. Google Earth compatible KMZ files are acceptable for the physical designs.
- Details on Service Provider’s Operations and Maintenance Practices must be included. The District will require on-going maintenance and operations of the fiber for at least the first 5 years of the IRU. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:
 - o Routine maintenance and inspection,
 - o Scheduled maintenance windows and scheduling practices for planned outages,
 - o Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
 - o Handling of unscheduled outages and customer problem reports,
 - o What service level agreement is included, and what alternative service levels may be available at additional cost,

- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices;
- Service Provider must comply with all requirements of the cities of San Dimas and La Verne.
- In the case of a lit fiber solution, the Service Provider's solution must be Layer 2 (L2) based with VLAN transparency, QoS transparency and support for multicast.
- In the case of a lit fiber solution (or equivalent solution), the Service Provider's handoff equipment must use the 10GBASE-SR standard for 10Gb circuits. The Service Provider does not need to provide fiber patch cables.
- The Service Provider's solution must provide dedicated bandwidth on each circuit that is not shared.
- On premise equipment must be rack mountable (preferably a 1U design) and have dual power supplies.
- Service Provider must identify all subcontractors and any partners used to deliver services in their proposal. This includes leased fiber, fiber maintenance, fiber installation, site surveys, etc. As previously noted, District may disqualify a Service Provider if they do not identify all subcontractors/partners in proposals.

Support Metrics & Network Performance

Service Providers shall describe their problem resolution procedures. Service Providers shall provide:

- Dedicated point of contact for problem resolution
- A description of Service Provider's emergency capabilities
- The location of the nearest support depot and service personnel
- Identify Mean time to response (MTTR)
- 30-minute or better response to outage/trouble notifications from District
- 24/7/365 support for all circuits and services with a 24/7/365 staffed NOC
- 99.9% or greater availability
- Sub-2ms latency on each circuit
- Under 0.1% packet loss on each circuit
- Copy of SLA with proposal

Pricing Format

Proposal must be inclusive of all taxes, fees and surcharges, including any fees, taxes or surcharges, paper statement fees, special taxes, CA gross receipts tax, Universal Service Fees, Universal Service Administrative Fees, regulatory recovery fees, property taxes, etc. **Proposals must include all costs that the District will be invoiced for.**

The District will not pay any such fees or charges over the course of the agreement that are in addition to the single postal-rate price provided in the contract. This is done for budgeting purposes, but also so an apples-to-apples comparison can be done of Service Provider proposals. Any proposal that does not meet this requirement will have points deducted in the bid evaluation and will be required to submit a revised proposal with this information included.

Note: The District Office has 2 MPOEs at 2 separate addresses. **All proposals should include pricing for both locations.** The District will ultimately select a single location for a final contract.

The District may request the successful Service Provider spread the up-front, non-recurring charges over a period of four years as allowed by E-Rate rules if the District selects pricing with up-front, non-recurring charges. The Service Provider must disclose any and all fees or interest charges that would be assessed on these payments.

Should the district select a proposal that only includes monthly recurring charges, the Service Provider may be asked to provide a breakdown between the actual MRCs and the special-construction charges in order to satisfy E-rate review requirements

Please include pricing in the following format:

<u>Location</u>	<u>Address</u>	<u>Monthly Cost</u>	<u>One Time Cost</u>	<u>Monthly Costs if One time Costs are include over 5 years</u>
District Office	115 W. Allen Ave San Dimas, CA OR 121 W. Allen Ave San Dimas, CA	<u>48Gbps:</u> <u>120Gbps:</u>		<u>48Gbps:</u> <u>120Gbps:</u>
Allen Ave Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Ekstrand Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Gladstone Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Grace Miller Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u>

		<u>10Gbps</u>		<u>10Gbps</u>
La Verne Heights Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Oak Mesa Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Roynon Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Shull Elementary		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>		<u>1Gbps:</u> <u>Cost per additional Gbps:</u> <u>10Gbps</u>
Lone Hill Middle School		<u>10Gbps</u>		<u>10Gbps</u>
Ramona Middle School		<u>10Gbps</u>		<u>10Gbps</u>
San Dimas High School		<u>10Gbps</u>		<u>10Gbps</u>
Bonita High School		<u>10Gbps</u>		<u>10Gbps</u>
Total		Assuming 8 Elementary Schools at 1Gbps, 4 High Schools at 10Gbps,1 District Office at 48Gbps: _____ Assuming all 12 school sites at 10Gbps and 1 District Office at 120Gbps: _____		Assuming 8 Elementary Schools at 1Gbps, 4 High Schools at 10Gbps,1 District Office at 48Gbps: _____ Assuming all 12 school sites at 10Gbps and 1 District Office at 120Gbps: _____

6. SCOPE OF WORK- INTERNET SERVICES:

The District is seeking Internet service at its District office at a rate of 10Gbps symmetrical. Termination of Internet service will be at one of the two District MPOE rooms. Termination must be in the form of multimode fiber compatible with SFP+ optics from HPE/Aruba 5400 series switch.

It is assumed that internet access and transport are included for the solution.

Technical Requirements of Internet Service

- Vendor must support the use of BGP routing supporting both IPv4 and IPv6. District has plans for implementing an ARIN based AS#.
- Vendor must supply a /22 CIDR IP Range usable by the District (16 total addresses).
- Vendor equipment (CPE) must be rack mountable with at least 2 power supplies.
- Circuit handoff must be in the form of multimode and be HPE/Aruba 5400 series switch compatible.
- If the Vendor proposing Internet services is also proposing WAN services of this RFP, the Vendor must supply a dedicated circuit solely used for the Internet services.
- Vendor must have direct peering relationships with a Tier 1 backbone providers. Backbone providers must be identified in Vendor's proposals.

Support Metrics & Network Performance

- Dedicated point of contact for problem resolution
- A description of Vendor's emergency capabilities
- The location of the nearest support depot and service personnel
- Identify Mean time to response (MTTR)
- 30-minute or better response to outage/trouble notifications from District
- 24/7/365 support for all circuits and services with a 24/7/365 staffed NOC
- 99.9% or greater availability
- Sub-2ms latency on each circuit
- Under 0.1% packet loss on each circuit
- Copy of SLA with proposal

Timeline for installation

Installation of service shall begin after E-rate on July 1, 2019. Installation shall not begin, however, until after a contract between the parties has been executed. No invoices for service and/or installation shall be issued or dated prior to July 1, 2019. Vendor shall provide a project manager to assist with conversion of services and must identify that individual in their proposal. There may be a need for some of the installation to occur after hours. The rate for after-hours installation shall be the same as the installation costs during business hours.

Service must be operational by and all work completed by **July 1, 2020**.

Weekly status meetings must be held between the Project Manager and District for the duration of the Project.

7. EXCEPTIONS TO RFP

Any exceptions to the RFP or its requirements shall be clearly indicated and submitted with Respondent's Proposal. Excessive exceptions, as determined solely by the District, shall be grounds for rejection of a Respondent's Proposal. In no event shall the Respondent require the District to enter into a separate agreement, contract or other document drafted by the Respondent or any general terms or conditions that claim to supersede or supplement the terms of this RFP. Respondents may not require or propose a different form Contract Agreement or any terms or conditions that supersede or supplement the terms set forth in this RFP. Any supplements or clarifications to the RFP and its requirements may be agreed upon by the District in its sole discretion. Failure to comply with the requirements in this Section shall render the Respondent's Proposal non-responsive and may subject the Respondent's bid security to forfeiture, and the District may award a contract to another responsive Respondent.

8. WAGE RATES, TRAVEL AND SUBSISTENCE

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. 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. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post 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 for 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 (1½) 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.

9. DIR REGISTRATION OF CONTRACTOR AND SUBCONTRACTORS

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

SECTION IV.

A. CONTRACT AGREEMENT

PARTIES: This “Agreement” is entered into this _____th day of _____, 2018 by and between the Bonita Unified School District, hereinafter referred to as “District”, and _____, hereinafter referred to as “Contractor”.

RECITALS:

It is the intention of District, to enter into a Contract Agreement with a high-speed leased lit fiber Wide Area Network (WAN) provider to support and deliver services to District facilities. It is the intention of the District to provide robust data connectivity between its locations to meet the current and future connectivity needs and to meet its educational technology goals.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contract. District hereby contracts with Contractor and Contractor hereby contracts with District to provide high-speed leased lit fiber wide area network (WAN) services to the District in the manner and subject to the conditions set forth in this Agreement, the Request for Proposal (“RFP”) Number 18-19:09 for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES and INTERNET ACCESS SERVICES, the Proposal, and the Contract Documents defined and enumerated in Section 8 below (referred to herein as “the Project”). The relationship between the District and Contractor shall be one of independent contractor and not employment. Contractor shall have the right to control the manner and means by which services are performed. All payments to Contractor shall be fees for services and labor rendered. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Schools and Libraries Division (“SLD”), Federal Communications Commission (“FCC”) or the E-rate program in general.
2. Term and Completion. The term of the Agreement shall be for five (5) years and the Agreement start date shall be no earlier than July 1, 2019 and shall be fully and finally completed on or before July 1, 2020.
3. Liquidated Damages. It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every day of delay attributable to Contractor’s delay to complete the Project and provide all required services within the completion date set forth in Section 2 above of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due Contractor under the Contract. This Section shall not be construed as preventing the District from the recovery of damages under the Contract Documents

4. District Representative. The District's Director of Purchasing/ Warehouse or designee shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the Scope of Services or compensation due under this Agreement.
5. Contract Price. The District shall pay to the Contractor as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the Contract Documents, the total sum of _____ DOLLARS (\$_____), said sum being the total amount stipulated in the RFP response submitted by the Contractor.
6. Fingerprinting: Education Code §45125.1 states that if employees of any contractor providing school site Administrative or similar services may have any contact with any pupils (younger than 18 years of age), those employees shall be fingerprinted by the DOJ to determine that they have not been convicted of a serious or violent felony. If the District determines that more limited contact with students will occur during the performance of those services by the Contractor, then Contractor shall not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District. The District has determined that Contractor's services will have contact with District students and must comply with background check requirements.
7. Indemnity/ Hold Harmless. Contractor shall defend, indemnify and hold harmless District and its 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 services under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District and its officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, and its 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 or death of persons, 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 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.

(d) Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Agreement. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

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 account of or founded upon any cause, damage, or injury identified herein 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.

8. Component Parts of the Agreement. The contract entered into by this Agreement consists of the following documents, all of which are component parts of this Agreement as if herein set out in full or attached hereto (collectively, "Contract Documents"):

Request for Proposal Number 18-19:09 ("RFP")
Contractor's Proposal in Response to the RFP
Proposal Instructions and Conditions
Special Conditions
Request for Proposal for Districtwide Fiber Optic Wide Area Network and Internet Access Services
Contract Agreement
Payment Bond
Performance Bond
Insurance Requirements Form
Contractor Certification: Compliance with Fingerprinting Requirements
Proposal Summary
Conflict of Interest Disclosure Form
Non-Collusion Declaration

Bid Bond/ Bid Guarantee/ Bid Security
List of Subcontractors
Qualification Questionnaire
Attachments to RFP

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. Any conflicts, discrepancies or ambiguities between the Contractor's Proposal in response to the RFP and the RFP shall be construed in favor of and governed by the RFP and its documents and requirements.

9. Licenses. The Contractor must possess throughout the Project, the appropriate licenses, issued by the State of California, which must be current and in good standing.
10. Termination. The District retains the sole option to remove sites due to closures or re-organization requirements, as deemed necessary by the District. The District will require that there be no early termination fees or other penalties assessed in such situation that it determines to be outside the control of the District. The District hereby reserves the right to terminate this Contract at any time. In the event of such termination, the Contractor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Contractor hereby expressly waive any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination.
11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of 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 as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

- a. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
 - b. California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.)
12. Notices. Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the

addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

To the District:

BONITA UNIFIED SCHOOL DISTRICT
Penny Reyes
Director of Purchasing/ Warehouse
115 W. Allen Avenue
San Dimas, CA 91773

To the Contractor:

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

Bonita Unified School District

By: _____

By: _____

Typed or Printed Name

Typed or Printed Name

SECTION IV.

B. PAYMENT BOND

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the BONITA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Proposer"), an agreement for the work described as follows: Districtwide Fiber Optic Wide Area Network Services (WAN) and Internet Access Services RFP No. 18-19:09 (hereinafter referred to as the "Public Work"); and

WHEREAS, said Proposer is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Proposer, 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 BONITA UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such 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 9100; 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 Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 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 therefor; 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 Obligee and the Proposer 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 Section 9100, 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 this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/PROPOSER:

By: _____

SURETY:

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)

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

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

SECTION IV.

C. PAYMENT BOND

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the BONITA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Proposer"), an agreement for the work described as follows: Districtwide Fiber Optic Wide Area Network Services (WAN) and Internet Access Services RFP No. 18-19:09 (hereinafter referred to as the "Public Work"); and

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

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

NOW, THEREFORE, we, _____, the undersigned Proposer, 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 BONITA UNIFIED 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 bounded Proposer, 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 Obligee, 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.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the District. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of

time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

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

Proposer and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Proposer and Surety shall pay Obligees'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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees 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/PROPOSER:

By: _____

SURETY:

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)

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

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

SECTION IV.

D. INSURANCE REQUIREMENTS FORM

The Respondent shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Respondent shall obtain and maintain the following policies and coverage. The insurance furnished by the Respondent shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Respondent and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$1,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Respondent and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Respondent shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the Respondent for all coverage until the work is accepted as complete. The District requires the Respondent to furnish the District complete, certified copies of all required insurance policies. The Respondent shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

(2) For any claims related to the work, the Respondent's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees,

representatives, and agents. Any insurance or self-insurance maintained by the Board of Education, the District, their officers, employees, representatives, and agents shall be in excess of the Respondent's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Respondent's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Respondent's liability under the Agreement or Contract.

(3) In the event the Respondent does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Respondent shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Respondent, the District may pay for the insurance from Agreement sums otherwise due the Respondent.

(4) If the District is damaged by the failure of Respondent to provide or maintain the required insurance, the Respondent shall pay the District for all such damages.

(5) The Respondent's obligations to obtain and maintain all required insurance are non-delegable duties under the Agreement or Contract.

DATE: _____

RESPONDENT

By: _____

Signature

SECTION IV.

E. - CONTRACTOR CERTIFICATION: COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

TO: BONITA UNIFIED SCHOOL DISTRICT
115 W. Allen Avenue
San Dimas, CA 91773

As a contractor or independent consultant under contract with the Bonita Unified School District (“District”) my employees or I will be performing work which may result in contact with District pupils. Pursuant to California Education Code section 45125.1, I have read and understand the following requirements with regards to the fingerprinting of contractor’s employees or independent consultants:

1. The Contractor shall provide for the submission of fingerprints of employees who will have contact with District pupils to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ. Such clearance documents, when received from the CDOJ, shall be kept on file and made available for inspection upon request;
2. The Contractor shall not permit any contractor employees or independent consultants to come in contact with District pupils until CDOJ clearance is ascertained; and,
3. The Contractor shall certify in writing to District (by using this document) that no contractor employee or independent consultant who may come in contact with District pupils has been convicted of a violent or serious felony as defined in Education Code section 45122.1 (as listed in Penal Code sections 667.5 and 1192.7).

I understand that this certification is applicable for the covered period under this Agreement and that this certification covers any/all Contracts/amendments I may have with District in this time period.

I also understand that my legal obligation to meet the Education Code fingerprinting requirements is ongoing throughout the entire Contract time period with District, including any amendments that may subsequently be executed.

By my lawful signature below, under penalty of perjury, I hereby certify that no employees, contractors, subcontractors, or independent consultants who may come in contact with District pupils have been convicted of a violent or serious felony as defined in Education Code §45122.1 (as listed in Penal Code §§667.5 and 1192.7).

Company Name or Independent Consultant

Telephone

Authorized Signature

Date of Signature

Print Name of Signatory

Print Title of Signatory

SECTION V.

A. PROPOSAL SUMMARY

Option 1:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for **1 GB Service to each location** (“Total Annual Expense (Monthly Recurring Costs x 12)”) shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: _____

Option 2:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for **10 GB Service to each location** (“Total Annual Expense (Monthly Recurring Costs x 12)”) shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: _____

Dated: _____, 2018

FIRM NAME: _____

BY: _____

ADDRESS: _____

CITY, STATE ZIP: _____

TELEPHONE: _____

FAX: _____

The Respondent is (Check One):
Corporation _____
Partnership _____
Sole Proprietorship _____

If the Respondent is a Corporation, the proposal should be signed with the name of the Corporation by an officer authorized to execute a proposal on behalf of the Corporation. This Corporation is organized and existing under and by virtues of the Laws of the State of Federal Tax ID Number: _____

If the Respondent is a Partnership, the proposal should be signed with the name of the partnership by one of the partners. Federal Tax ID Number: _____

If the Respondent is unincorporated and a Sole Proprietorship, the proposal should be signed with the name of the Sole Proprietor by that person.
Social Security Number: _____

SECTION V.

B. CONFLICT OF INTEREST DISCLOSURE FORM

Respondent's (Firm's) Name: _____

Subcontractor/Supplier: _____

Respondent **must** provide the following information for itself and any subcontractor(s) to the proposal. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any Contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Respondent (Contractor/Prime)

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Partners/Officers/Stockholders

Parent Company (if any)

Partners/Officers/Stockholders

Subsidiaries (if any)

Partners/Officers/Stockholders

2. Name of Subcontractor No. 1

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Name of Subcontractor No. 2

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Name of Subcontractor No. 3

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract. In addition to any rights and remedies otherwise provided for in the Contract by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.
2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain

District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

SECTION V.

C. NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

SECTION V.

D. BID BOND/ BID GUARANTEE FORMS

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called “Principal”), and _____ (hereafter called “Surety”), are hereby held and firmly bound unto the Bonita Unified School District (hereafter called “Owner”) in the sum of not less than ten percent (10%) of the maximum amount of such Principal’s bid/proposal for the payment of which, well 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 Proposal, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Proposal is rejected, or
 - b. If said Proposal 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 Proposal), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing 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 RFP’s, or the work to be performed thereunder, 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 RFP’s, 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, attorneys’ 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.

(Corporate Seal)

By

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

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).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

BID GUARANTEE FORM
(Use only when not using a Bid Bond and Submit with Proposal)

Accompanying this proposal is a cashier's check payable to the order of the Bonita Unified School District or a certified check payable to the order of the Bonita Unified School District in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

The proceeds of this check shall become the property of said District, if, this Proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute the Contract Agreement and furnish the documents and forms required by the District within the required time; otherwise, said check is to be returned to the undersigned upon the award of the Contract.

Respondent

SECTION V.

F. QUALIFICATION QUESTIONNAIRE

Name of Firm: _____

Address: _____

Submitted By: _____ Title: _____

Telephone: _____ Email: _____

QUALIFICATIONS QUESTIONNAIRE

Please provide responses to the following questions, as well as details to offer a comprehensive representation of your company and its services. Include response at the end of Section 3, outlined under “Qualifications and Proposal Components”:

1. Respondent must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer’s equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.
2. Does your company monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year?
3. Is your company able to provide, at no additional charge, immediate notification to District network department representative of any and all telecommunications service outages or anomalies which affect the use of the service to District?
4. Please provide the process for District to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.
5. Provide details regarding your company’s service center, including, but not limited to, staffing experience, process and priority service.
6. Your company will provide a non-performance policy with District which provides District a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within the District, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company’s services.
7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?
8. Does your company agree that District can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?

ATTACHMENT “A”

LIST OF SITES AND ADDRESSES

Allen Avenue Elementary 740 Allen Ave. San Dimas, CA 91773	Ekstrand Elementary 400 N Walnut Ave. San Dimas, CA 91773
Gladstone Elementary 1314 W Gladstone San Dimas, CA 91773	Grace Miller Elementary 1620 Holly Oak St La Verne, CA 91750
La Verne Heights Elementary 1550 Baseline Rd. La Verne, CA 91750	Oak Mesa Elementary 5200 Wheeler Ave. La Verne, CA 91750
Roynon Elementary 2715 E St La Verne, CA 91750	Shull Elementary 825 N. Amelia San Dimas, CA 91773
Lone Hill Middles School 700 S Lone Hill San Dimas, CA 91773	Ramona Middle School 3490 Ramona Ave La Verne, CA 91750
Bonita High School 3102 D St. La Verne, CA 91750	San Dimas High School 800 W Covina Blvd San Dimas, CA 91773
District Offices 115 W. Allen Avenue San Dimas, CA 91773	