



Public Notice of Request for Proposals

Wide Area Network

RFP #CUHSD-FY2020WAN

E-rate Information

FCC Form 470 #: **200002255**

Entity Number: **144026**

NOTICE IS HEREBY GIVEN that **Chowchilla Union High School District (CUHSD)**, acting by and through its Governing Board, will receive up to, but not later than **three o'clock p.m. of the 15th day of January 2020**, proposals for the award of contract for:

**Wide Area Network
RFP #CUHSD-FY2020WAN**

Proposals must be submitted in accordance with the format specified by this Request for Proposal (RFP). Each proposal must be filed with Travis Hegerle, the Information Technology Director, on or before 3:00 p.m. on the 15th Day of January, 2020. Proposals may be filed via email to erate.info@chowchillahigh.org. The subject line of the email must contain the following: "Proposal Form 470 #200002255 WAN". The Board reserves the right to reject any or all proposals and to waive any informality in any proposals received. No vendor may withdraw its proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Vendor must also provide a signed E-rate Vendor Certification form, which is included in this RFP.

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Schedule of Events

EVENT	DATE
CUHSD Publishes RFP/Posts FCC Form 470	October 25, 2019
Request for Information (RFI) deadline	December 10, 2019
Addenda and Q and A published	December 17, 2019
Deadline to submit proposals	January 15, 2020, 3:00 p.m.
Notice of Intent to Award	Prior to close of FCC Form 471 window
Project start date	Upon E-rate funding approval and issuance of notice to proceed
Project end date	June 30, 2021, or if extension is needed and granted by USAC

District Background

Chowchilla Union High School District (hereinafter CUHSD) is seeking to contract with a Company (hereinafter Proposer) to assist CUHSD in replacing and improving the existing Agency owned fiber connections between CUHSD and the ISP. See the Scope of Work for more details.

Any Proposer submitting a proposal must be able to provide evidence that said Proposer and its personnel has the expertise and experience in performing the responsibilities this proposal seeks.

Any inquiries regarding this RFP should be addressed electronically to Travis Hegerle, Information Technology Director at erate.info@chowchillahigh.org. Answers to questions and any addenda, as needed, will be posted on the CUHSD website on the date specified in the Schedule, provided herein, and in the E-rate Productivity Center (EPC).

Each proposal must conform and be responsive to the requirements of this RFP, a copy of which is now on the CUHSD website, at https://www.chowchillahigh.k12.ca.us/apps/pages/index.jsp?uREC_ID=1053003&type=d&pREC_ID=1317562.

The CUHSD is dependent upon E-rate and CUHSD funding to acquire the services identified in this RFP. Failure to obtain the requisite E-rate funding or CUHSD funding, in any contractual year, will make any contract, resultant from this RFP, voidable at the option of the CUHSD.

The CUHSD reserves the right to waive any informalities or irregularities in received submittals. Also, CUHSD reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The CUHSD retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

Scope of Services

The scope of services will result in a connection speed that is a minimum of 1 gbps, up to and beyond a 10 gbps connection between the District Office/High School site and the Internet Service Provider. The service should be fully functional by June 30, 2021, in accordance with E-rate requirements. The District will entertain proposals that offer solutions by means of:

- Self Provisioned Network
- Services provided over third party network
- Dark fiber network
- Lit fiber network

Length of Contract

Depending on RFP submittals, project timelines, and available funding, the resulting contract is subject to E-Rate timelines, and may cover a period from

1. If for **self-provisioned network**: approximately April 1, 2020 through June 30, 2022. The installation and implementation of the upgrade of the District owned fiber may begin as early as April 1, 2020, dependant on the issuance of the E-rate Funding Commitment Decision Letter and the District's Notice to Proceed.
2. If for **Leased Lit Fiber**: July 1, 2020 through June 30, 2023. The installation and implementation may begin as early as April 1, 2020, dependant on the issuance of the E-rate Funding Commitment Decision Letter and the District's Notice to Proceed.
3. If for **services provided over third-party networks**: The District and Service Provider will determine the length of contract based on the service, if awarded.
4. If for **Dark Fiber**: July 1, 2020 through at least June 30, 2030, dependant upon proposal. Installation and implementation may begin as early as April 1, 2020 with the intent of having a functional service by July 1, 2020. Installation and implementation are dependant on the issuance of the E-rate Funding Commitment Decision Letter and the District's Notice to Proceed.

Submittal Requirements

Requirements for contents of submittals are:

1. The proposer shall submit one (1) electronic copy in write protected PDF format via email to erate.info@chowchillahigh.org and cc rachel@erateadvisors.com. Subject line must say the following: **Proposal-Form 470 #200002255-WAN**
2. CUHSD will not accept any proposals or proposal modifications submitted by facsimile.
3. Proposals submitted in response to this RFP shall become the property of the CUHSD and be considered public documents under applicable state law.
4. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
5. Proposers must include the E-rate Vendor Certification in each proposal

Content Requirements

The following table describes the required format and content for the vendor proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the CUHSD's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Proposer shall certify that no official or employee of the CUHSD, nor any business entity in which an official of the CUHSD has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the CUHSD.
- Proposer shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: *"By virtue of submission of this Proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Department of Industrial Relations registration number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.

3. RELEVANT PROJECT EXPERIENCE

- Provide information about prior services furnished by your firm in the last five (5) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Project name and location.
 - Beginning and end dates of project.
 - Was the project E-rate funded?
 - Square footage.
 - Main program elements.
 - Original budget, proposal amount & final amount at close-out.
 - Briefly state relevance of projects included for consideration in this RFP.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Key individuals of the firm involved and their roles in the project.
 - Any sub-consultants that worked with the firm.

4. PROJECT TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- Each Proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California.
- The CUHSD expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the CUHSD reserves the right to approve that team member's replacement.

5. FEE PROPOSAL (required for one-time services, such as a self-provisioned network)

- Fee proposal shall include fully detailed costs breakdown associated with provisioning the service requested. This may include, for example, monthly recurring costs, special construction costs, total number of feet of fiber installation, equipment for microwave solutions, etc.
- A form of the Agreement has been distributed with this RFP as **Attachment "A."** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the CUHSD and the selected firm, which shall be negotiated with the successful proposer. *Any objections to the form of Agreement*

must be identified in your Cover Letter, up to one page, and will not be counted towards page limitation.

6. CABLING WORK AND ELECTRONIC EQUIPMENT

- Proposer must provide as-build diagrams in electronic (email or USB flash memory) and paper copy formats, and cable test results within 90 days of completion of work.

7. BID BOND (required for services other than Lit and Dark Fiber)

- Proposals submitted must be accompanied by one of the following forms of proposer's security: (1) a cashier's check made payable to the District; (2) a certified check made payable to the District; or (3) a proposer's bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the proposal documents. Such security must be in the amount no less than five percent (5%) of the maximum amount of the proposal as a guarantee that the proposer will enter into the proposed contract.
- In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within ten (10) calendar days after notification of the award of the contract, said security will be forfeited.

8. A copy of the Service Provider's Service Level Agreement (SLA), when appropriate. The SLA shall state the following:

- provide 99.99% guaranteed uptime
- provide response time for outages
- mean Time-to-Repair for outages less than four hours
- network latency commitment (one way) less than 12 ms
- jitter commitment (one way) less than 3 ms
- packet delivery rate commitment less than or equal to 99.995%
- network availability commitment less than or equal to 99.99%
- bit-error rate commitment less than .25% between circuit endpoints
- liquidated damages

Selection Process

Proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the RFP. A proposal must meet all mandatory modules/functions to be considered. The CUHSD retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The CUHSD may disqualify any proposer for any reason without explanation.

1. The CUHSD may choose to ask clarification questions in writing and include the additional information gathered in this process.
2. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response;

- b. Information provided by the proposer in response to CUHSD clarification questions;
 - c. Information from reference checks;
 - d. Experience and performance history of the firm with similar services;
 - e. Experience and results of proposed personnel;
 - f. Technical capabilities and track record;
 - g. Value of services under proposed fees; and
 - h. Overall responsiveness of the proposal.
 - i.
3. RFP proposals will be rated on the following:
- a. Pricing (40%)
 - b. Service, Experience, and Knowledge (20%)
 - c. Plan (20%)
 - d. References (10%)
 - e. Prior E-Rate Experience (5%)
 - f. Warranties - product & performance (5%)
4. The CUHSD may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The CUHSD may request a proposer to submit additional information pertinent to the review process. The CUHSD also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the evaluation committee's discretion, firms may be asked to arrange a tour of a representative facilities.
5. CUHSD reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The CUHSD reserves the right to award all, part, or none of the work described in this RFP. Each submittal will be scored by an RFP evaluation committee. The CUHSD reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein.

Limitations

The award of a contract, if at all, is at the sole discretion of the CUHSD. The CUHSD reserves the right to contract with any entity responding to this RFP. The CUHSD makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The CUHSD shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the CUHSD.

The proposals, and any other supporting materials submitted to the CUHSD in response to this RFP, will not be returned and will become the property of the CUHSD unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the CUHSD to protect the designated matter from disclosure. Pursuant to *Michaelis*,

Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, proposals shall be held confidential by the CUHSD and shall not be subject to disclosure under the California Public Records Act until after either: (1) the CUHSD and the successful proposer have completed negotiations and entered into an agreement, or (2) the CUHSD has rejected all proposals. Furthermore, the CUHSD will have no liability to the proposer or other party as a result of any public disclosure of any proposal.

Full Opportunity

The CUHSD hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), and Disabled Veterans Business Enterprises (“DVBE”) shall be afforded full opportunity to submit proposals in response to this RFP and no proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract with any member of the CUHSD, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for disqualification of the proposer.

Modifications

Changes in or additions to the proposal, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the CUHSD's rejection of the proposal as not being responsive to the invitation to propose. No oral or telephonic modification of any proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the proposer was placed in the mail prior to the opening of proposals.

Examination of Site and RFP Documents

Each proposer shall fully acquaint himself with the conditions so that he may fully understand the facilities, difficulties, and restrictions related to the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the specifications and desired end result. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any proposer from obligations with respect to his proposal or to the contract.

- Each proposer, by making his proposal represents that he has read and understands the Contract and Proposal Documents and any and all related reports and information. After

executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

- Each proposer, by making his proposal, represents that he has familiarized himself with the area of the work and local conditions under which the work is to be performed, including subsurface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the RFP Documents.
 - Site visits must be scheduled in advance with Travis Hegerle, preferably via email at erate.info@chowchillahigh.org, or via phone at 559-676-9719.
 - Change orders will not be allowed.

Other Requirements

- 1. Fingerprinting.** CUHSD has determined that the fingerprint certification is required by law for this project. Pursuant to Education Code section 45125.1, a fingerprinting compliance certificate is included as part of the contract documents.
- 2. Tobacco-Free Policy.** The Governing Board of the CUHSD, in order to create a clean healthy environment for students and employees, has prohibited the use of tobacco products on CUHSD Property or in CUHSD Vehicles. All CUHSD consultants, contractors and vendors shall inform their employees and agents that are performing services for the CUHSD, of the CUHSD's objectives of a smoke free environment (Board Policy 1331, Ed Code 48901).
- 3. Drug-Free Workplace.** Proposer warrants that Proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.

E-rate Requirements

1. **E-rate Proficiency:** CUHSD expects the Proposer to be thoroughly familiar with Proposer's responsibilities as a result of participating as a Service Provider in the E-rate program.
2. **Service Provider Identification Number:** Proposers must possess and provide a valid E-rate Service Provider Identification Number (SPIN).
3. **FCC Registration Number:** Proposers must provide a valid Federal Communications Commission Registration Number (FCCRN) and evidence of "Green Light" status with the Federal Communications Commission (FCC).
4. **FCC Form 473:** The proposer that is awarded the services based on this RFP agrees to submit the Service Provider Annual Certification (SPAC) form no later than January 30th of each year.
5. **E-rate Bulk Upload Templates:** The winning proposer shall provide the CUHSD a fully completed bulk upload template within seven (7) days of the Notice of Award. The Bulk Upload Templates can be found at https://www.usac.org/sl/applicants/step03/form-471.aspx/#bulk_upload_templates
6. **FCC Form 474:** The CUHSD prefers to pay only its discounted share of the cost of the services, therefore, the Service Provider should have the ability to offer discounted billing and invoice the Universal Service Administrative Company (USAC) using the FCC Form 474.
7. **Invoicing:** Invoicing will begin on or after July 1, 2020 or at completion of project, depending on contract.
 - a. Equipment may be purchased and installation services may be rendered as early as April 1, 2020, only with written notice from CUHSD.
 - b. In such cases as mentioned in 7a, the Proposer shall not invoice USAC prior to July 1, 2020.
 - c. Invoices must be reviewed and approved by CUHSD before the Service Provider submits them to USAC for payment.
8. **Lowest Corresponding Price:** Proposal acknowledges that all pricing in the proposal submitted as a result of this RFP is considered the Lowest Corresponding Price (LCP). Any deviation of the LCP must be fully explained in the proposal.

E-Rate Terms and Conditions

1. **Contingency:** The services/project procured using this RFP may be contingent upon the approval of E-rate funding as requested. Services/Products should not be delivered to CUHSD until a Notice to Proceed has been issued by CUHSD to the Service Provider.
2. **Right to cancel:** The CUHSD reserves the right to cancel the services/project regardless of the status of E-rate funding.
3. **Program Integrity Assurance review:** Winning proposer agrees to respond to any inquiries from the Universal Services Administrative Company (USAC) or the FCC within five (5) business days.
4. **Service Substitutions:** Service Substitutions must be approved by USAC prior to installing equipment or starting services.

E-rate Information from Contractor

Service Provider Identification Number (SPIN)	
Contact person and title	
Address	
City, St, Zip	
Phone number	
Email address	
FCC Registration Number	
Number of years participating in the E-rate program	
Has company or any principle of company ever been suspended from the E-rate program?	

By submitting a proposal in response to this RFP, Contractor agrees to the following:

1. Provide timely response to any request for information from the District or it’s agents. “Timely” is considered to be within five (5) to seven (7) calendar days of the initial request.
2. The CUHSD is dependent upon E-rate and CUHSD funding to acquire the services identified in this RFP. Failure to obtain the requisite E-rate funding, in any contractual year, will make any contract, resultant from this RFP, voidable at the option of the CUHSD.
3. Contractor agrees to maintain all records associated with this project for a minimum of ten (10) years after the last date of service, in accordance with E-rate requirements.
4. By signing below I indicate that we, the Service Provider listed below, agree to the E-rate Requirements and Terms and Conditions outlined in the preceding information.

Signature

Date

Print or type name

Title

Official Proposal Form
RFP #CUHSD-FY2020WAN

To: Chowchilla Union High School District

From: _____
Name of Proposer

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully studied the proposed scope of work and he proposes and agrees if this Proposal is accepted that he will supply and service Chowchilla Union High School District with said project in the manner therein prescribed in the RFP document.

Proposer acknowledges receipt of Addenda Number(s) __, __, __, and __.

It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period of ninety (90) days.

The undersigned declares that the RFP Documents, without limitation, have been read and agrees to furnish and deliver service, at the total price stated in accordance with specifications of the Contract Documents. Any price increases are dependent upon prior approval by the District.

RFP #CUHSD-FY2020WAN in its entirety, all Addenda, and the documents submitted as per list outlined in Content Requirements of the RFP are hereby made a part of the contract.

IF PROPOSAL IS FOR SELF-PROVISIONED NETWORK SERVICES, SERVICES PROVIDED OVER A THIRD PARTY NETWORK, OR DARK FIBER SERVICES: As per new requirements from the Department of Industrial Relations pursuant to the public works contractor registration program set forth in Senate Bill 854; the District is required to fill out a form alerting the DIR of the services proposed outlined in the RFP. In order to comply, the information below is required to complete said form. Please answer below:

Have you registered and met all requirements using the DIR online application:
Yes _____ No _____

If yes, what is your registration number? _____ . (Please submit proof of registration.)

Pricing detail by section is presented in the attached Scope of Work & Pricing hereto attached. DISTRICT is not responsible for Proposer’s miscalculations.

The required list of proposed subcontractors (if applicable) is attached hereto, and the undersigned represents and warrants that such list is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the Proposer after award of RFP, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates of Insurance and any other specified documents.

Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer named below:

Name _____
Title _____
Address _____

The undersigned hereby warrants that the Proposer has a current business license to be able to conduct business in the State of California.

License # _____ Expiration Date: _____

It is understood and agreed that if requested by the DISTRICT, the Proposer shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Proposer's ability to perform the contract.

The DISTRICT fully reserves the right to cancel the contract at any time and/or limit quantities, number of sites due to non-availability or non-appropriation of funds.

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the documents shall bear the corporate seal; if Proposer is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contract on behalf of the partnership; and if Proposer is an individual, his signature shall be placed above.

Subcontractor Information. Does this proposal include the use of subcontractors?
Yes _____ No _____ Initials _____

Company Name

Mailing Address (PO Box or street) State and Zip Code _____

Name of Authorized Representative _____

Signature _____

Title _____

Type of Business (Corp, Partnership, Sole Proprietorship) _____

Telephone Number _____

Facsimile Number _____

Scope of Work and Pricing

RFP #CUHSD-FY2020WAN

The Chowchilla Union High School District is seeking a qualified proposer to install a wide area network between District owned site(s) and the Internet Service Provider (ISP). Awarded proposer will work closely with the Chowchilla Union High School District technology team to determine relevant details during the installation process to assure that all requirements are met.

The proposed solution price must include line item detail, such as:

- Complete bill of materials
- Total project plan route feet
- Total strands
- Number of eligible fiber strands
- E-rate eligibility should be clearly identified
- Equipment cost
- Pole rental fees
- Applicable sales tax
- Applicable shipping, and installation/professional services,
- Total cost of ownership over 10 years

The general scope of the project will be as follows. The proposer should provide solutions based on their expertise. The description below is an example to demonstrate a possible end result. Minimum connection speeds are required, however, the final plan should be proposed by the proposer:

Recipients of service to be connected. See Appendix A for aerial view.

<u>A location</u>	<u>Z Location</u>	<u>Connection speed range</u>
345 S 11th St, Chowchilla CA	805 Humboldt Ave, Chowchilla CA	1 gbps - 10 gbps

- Pricing should include incremental speeds according to the following: 1 gbps, 2 gbps, 5 gbps, 10 gbps
- Existing pathway is available, however, new poles and/or routes may be suggested by proposer.
- All drops should be terminated into rack mounted fiber patch panel (LIU) that can be certified and tested. Testing results of all drops must be provided at the end of installation.
- All material should be new. Used, refurbished or repurposed material will not be acceptable.
- Current in-place fiber is live and in use. Existing fiber cannot be removed (if removal is required) until the new service is in place, functional, tested and approval has been given by the CUHSD Technical contact.
 - Removal of any non-functional / non-used cable, if there is a limitation on the conduits for the new service, is acceptable, however should be reviewed with CUHSD technical contact. Proposer must be able to test and verify that cable is non-functional/non-used prior to removal. Any accidental removal of cable in use will be replaced at the expense of the proposer.

Special Construction

Proposals that contain special construction components must include the following detailed information:

- Route assessment, maps, ROW access and/or easement requirements.
- Complete specifications for the special construction project as a whole, including

whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aurally on poles (existing or newly installed).

- All terms and conditions associated with the completion of the work.
- Invoice-level detail specifying quantities and costs associated with the special construction project **as a whole** (e.g., number and cost of fiber strands installed, pole attachment make-ready costs, trenching and/or boring costs, costs and quantities with respect to any conduit, hand holes, vaults, splicing).
- Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, and the like.

Modulating Equipment

Modulating Equipment will be needed if Self provisioned fiber is determined to be the most cost effective solution. Functionally equivalent devices may be offered in the proposal. If alternate options are offered, the proposer must also include documentation that supports the viability of the alternate solution.

Quantity	Description
2	Aruba SFP Modules - J9151D
2	ARUBA 2930F 24G POE+ 4SFP SWITCH - JL261A

All proposals, regardless of type of solution, are expected to include all equipment necessary to result in a turnkey solution.

Attachment "A"

(SAMPLE Independent Contractor Agreement)

Upgrade Fiber Connections

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the _____ day of _____, 20____ by and between the Chowchilla Union High School District, ("CUHSD") and [INSERT NAME OF CONTRACTOR] ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Services. Contractor shall provide the services as further described in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services").

2. Term. Contractor shall commence providing services under this Agreement after E-rate funding approval has been issued and after the Notice to Proceed has been issued. Contractor will diligently perform as required and complete performance by June 30, 2021, unless this Agreement is terminated and/or otherwise cancelled prior to that time, or an extension for delivery of service has been approved by the Universal Service Administrative Company.

3. Submittal of Documents. Contractor shall not commence the Services under this Agreement until Contractor has submitted and the CUHSD has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Drug-Free Workplace Certification

4. Compensation. CUHSD agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ _____).

CUHSD shall pay Contractor according to the following terms and conditions:

4.1. CUHSD expects Contractor to use the Service Provider Invoice (SPI) to collect the approved funds from E-rate, billing CUHSD the non-discounted share. The SPI must be reviewed and approved by CUHSD prior to submitting to USAC for payment. Payment for the non-discounted share of Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the CUHSD. Payment shall be made within thirty (30) days after Contractor submits an invoice to the CUHSD for Services actually completed and after the CUHSD's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 4.1.1.** _____
- 4.1.2.** _____
- 4.1.3.** _____
- 4.1.4.** _____

4.1.5. _____

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **EXHIBIT B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.

4.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.

5. Expenses. CUHSD shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for CUHSD, except as follows:

5.1. _____.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, coagents, partner, or joint venture of the CUHSD, and are not entitled to benefits of any kind or nature normally provided employees of the CUHSD and/or to which CUHSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, CUHSD being interested only in the results obtained.

7. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8. Performance of Services.

8.1. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of CUHSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school CUHSDs.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to CUHSD, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. Meetings. Contractor and CUHSD agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. CUHSD Approval. The work completed herein must meet the approval of the CUHSD and shall be subject to the CUHSD's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. New Project Approval. Contractor and CUHSD recognize that Contractor's Services may

include working on various projects for CUHSD. Contractor shall obtain the approval of CUHSD prior to the commencement of a new project.

9. Originality of Services. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the CUHSD and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by CUHSD as a basis for such services.

10. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the CUHSD to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event the CUHSD changes or uses any fully or partially completed documents without Contractor's knowledge or participation or both, the CUHSD agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Contractor is found to be liable in a forum of competent jurisdiction. In the event that the CUHSD uses any fully or partially completed documents without Contractor's full involvement, the CUHSD shall remove all title blocks and other information that might identify Contractor.

11. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles and in accordance with E-rate requirements, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for ten (10) years thereafter. Contractor shall permit the CUHSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the CUHSD shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the CUHSD's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing

with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the CUHSD. For purposes of those provisions, the running of the time within which a claim must be presented to the CUHSD shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

13.1. For Convenience by CUHSD. CUHSD may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CUHSD shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. With Cause by CUHSD. CUHSD may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Contractor; or

13.2.2. any act by Contractor exposing the CUHSD to liability to others for personal injury or property damage.

Written notice by CUHSD shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the CUHSD may secure the required services from another Contractor. If the expense, fees, and/or costs to the CUHSD exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the CUHSD upon the receipt of the CUHSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CUHSD.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the CUHSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The CUHSD shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

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15. Insurance.

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

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

15.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the CUHSD, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the CUHSD.)

15.1.2. Workers' Compensation and Employers' Liability Insurance.

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

15.2. Proof of Insurance. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the CUHSD and approved by the CUHSD. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the CUHSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the CUHSD and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation

Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by CUHSD. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

16. Assignment. The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

17. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the CUHSD and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the CUHSD, in writing, and, at the sole option of the CUHSD, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the CUHSD.

18. Certificates/Permits/Licenses/Registration. If applicable, Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Anti-Discrimination. It is the policy of the CUHSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and CUHSD policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

21. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Although CUHSD has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

21.1. All site visits shall be arranged through the CUHSD;

21.2. Contractor and Contractor's employees shall inform CUHSD of their proposed activities and location at the school site, allowing CUHSD time to arrange site visits without a disruption to

the educational process;

- 21.3.** Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
- 21.4.** Once at such location, Contractor and Contractor's employees shall not change locations without contacting the CUHSD;
- 21.5.** Contractor and Contractor's employees shall not use student restroom facilities; and
- 21.6.** If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 22. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 23. CUHSD's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The CUHSD may evaluate Contractor in any way the CUHSD is entitled pursuant to applicable law. The CUHSD's evaluation may include, without limitation:

 - 23.1.** Requesting that CUHSD employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
 - 23.2.** Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 24. Limitation of CUHSD Liability.** Other than as provided in this Agreement, CUHSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CUHSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 25. Confidentiality.** Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 26. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to CUHSD

If to Contractor

Chowchilla Union High SD
ATTN: Technology Services
355 N 5th Street
Chowchilla, CA 93610
FAX: _____
EMAIL: erate.info@chowchillahigh.org

[NAME OF CONTRACTOR]

_____, California 9_____
[FAX]
ATTN:
EMAIL:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the CUHSD’s administrative offices are located.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney’s Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

34. Tolling of CUHSD’s Claims. Contractor agrees to toll all statutes of limitations for CUHSD’s assertion of claims against Contractor that arise out of, pertain to, or relate to contractors’ or subcontractors’ claims against CUHSD involving Contractor’s services under this Agreement, until the contractors’ or subcontractors’ claims are finally resolved.

- 35. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 36. Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 37. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 38. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 39. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES AND CONTRACTOR INFORMATION ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 2019

Dated: _____, 2019

Chowchilla Union High School District

By:

By:

Print Name:

Print Name:

Print Title:

Print Title:

Information regarding Contractor:

Address:

Employer Identification and/or
Social Security Number

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other:

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the CUHSD requires Contractor to furnish the information requested in this section.

Exhibit A
CONTRACTOR'S SERVICES

Contractor's entire Proposal is **not** made part of this Agreement.

Workers' Compensation Certification

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date:

Name of Contractor:

Signature:

Print Name and Title:

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the CUHSD prior to performing any Services under this Agreement.)

Fingerprinting/Criminal Background Investigation Certification

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

- Contractor’s employees will have only limited contact, if any, with CUHSD pupils and the CUHSD will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized CUHSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the CUHSD. (Education Code § 45125.1 (c))

Date:

CUHSD Representative’s Name and Title:

CUHSD Representative’s Signature:

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

CERTIFICATION:

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

Date:

Name of Contractor:

Signature:

Print Name and Title:

Drug-Free Workplace Certification

PROJECT NO.: **RFP #CUHSD-FY2020WAN**("Project").

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

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

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

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

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

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

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

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

Bid Bond

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereinafter called "Surety"), are hereby held and firmly bound unto the Chowchilla Union High School District (hereafter called "Owner"), in the sum of _____ (\$_____) which will and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principle has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of: Fiber Connection to ISP (RFP #CUHSD-FY2020WAN)

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within ten (10) days after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished materials in connection therewith,

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

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

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

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

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (if corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____

(Corporate Seal)

Payment Bond

KNOWALL MEN BY THESE PRESENTS: That

WHEREAS, the Chowchilla Union High School District, hereinafter referred to as the DISTRICT, has awarded to _____, designated as the "Contractor/Principal," a contract for the work described as follows:

Project: Fiber Connection to ISP (**RFP #CUHSD-FY2020WAN**)

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7, [commencing at Section 9550] of the California Civil Code to furnish a Bond in connection with said contract;

NOW THEREFORE, we, the Contractor/Principal and _____ as Surety, are held and firmly bound unto the DISTRICT in penal sum of

_____ Dollars, (\$_____), lawful money of the United States of America for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in the Civil Code Section 3181 or fail to pay for any materials, provisions, or other supplies, used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code, with respect to work or labor thereon of any kind, then said Surety will pay for same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this Bond, such reasonable Attorney's Fees, as shall be fixed by the Court, awarded and taxed as provided in Division 43, Part IV, Title XV, Chapter 7, [commencing at Section 9550] of the California Civil Code.

This Bond shall insure to benefit of any and all Persons, Companies, Corporations named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety of the 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, specifications or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishings of labor, materials, or equipment thereof, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, not 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 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

Any claims under this bond may be addressed to:

_____ Name and address of Surety

_____ Name and address of agent or representative in California, if different from above.

_____ Telephone number of Surety, or Agent or Representative in California.

IN WITNESS WHEREOF, we have hereto set our Hands and Seals on this _____ day of _____, 2020.

(Corporate Seal)

Contractor/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Chowchilla Union High School District, hereinafter referred as the DISTRICT, has awarded to _____, designated as the "Principal", a Contract for the work described as follows:

Project: Fiber Connection to ISP (**RFP #CUHSD-FY2020WAN**)

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW THEREFORE, we, the undersigned Contractor, as Principal and _____ as Surety, are held and firmly bound to the District in the Sum of _____ Dollars (\$ _____) (this amount being not less than One Hundred Percent (100%) of total bid price of the contract awarded by the DISTRICT to the Contractor/Principal), lawful money of the United States of America, for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by the well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, including, but not limited to, the provisions regarding contract and any alteration thereof made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of (1) year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation to Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT'S obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such

bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The Term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligation in the event of default by the Contractor/Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT'S objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification to the Project Documents or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

(Corporate Seal)

Contractor/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

(Mailing address and telephone
No. of Surety)

Non-collusion Declaration

State of California)

)

County of Madera)

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2019 at _____, California.

_____ Signature

Appendix A

