



**REQUEST FOR PROPOSAL
RFP No. 16-09
Districtwide WAN Connections
E-Rate**

PROPOSAL DUE DATE

**Proposals will be accepted up to but not later than
11:00am, Wednesday, December 21, 2016.**

SUBMIT RESPONSE TO
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
ATTN: Eva Ramirez, Buyer
Main Lobby Foyer Area (Bid Box)
777 North F Street
San Bernardino, CA 92410
Phone: (909) 381-1131

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Terms used throughout this RFP:

- USAC** – Universal Service Administrative Company
- SPAC** -- Service Provider Annual Certification
- SPIN** – Service Provider Identification Number
- District** – San Bernardino City Unified School District or SBCUSD

REQUEST FOR PROPOSALS
RFP No. 16-09
Districtwide WAN Connections

PURPOSE:

The Purpose of this Request for Proposals (RFP) is to seek competitive proposals from qualified Service Providers to provide private, dedicated, lit/managed fiber optic network services to connect all sites with the District's two data centers. The District is seeking 10Gbps minimum upload and download to each elementary school and 10Gbps minimum upload and download to each middle school and 40Gbps to each high school with expectations that this service is upgradeable to 40Gbps and even 100Gbps for certain sites that only need 10Gbps today.

The district intends to use both E-rate and District funds to cover the costs of the network infrastructure, and reserves the right to modify configurations and bandwidth speeds based on available budget dollars. District expects Service Provider to have a thorough understanding of all rules and regulations regarding the E-Rate program.

BACKGROUND:

San Bernardino City Unified School District is located in Southern California and is the eighth largest school district in California serving approximately 54,000 students. The District is comprised of 52 elementary schools, 10 middle schools, 9 high schools, 3 special education schools, 1 adult school, 3 alternative learning schools, and approximately 7,000 administrators and staff.

For additional information on the District, please log on to San Bernardino City Unified School District's website at www.sbcusd.com.

NOTICE INVITING PROPOSALS:

All interested bidders are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposal (RFP). A copy of the RFP can be viewed and downloaded by accessing the District's web site at: <http://sbcusd.com/bids.aspx>. San Bernardino City Unified School District is also required to post this RFP on the USAC EPC portal. Form 470 # 170048936 has been posted and is available for download at (<http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>).

The District's website version is the controlling document. All other versions are copies. If a proposer discovers any ambiguity or error such as a conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify the District in writing.

All questions or requests for clarification regarding this proposal are to be submitted in writing directed to the attention of Eva Ramirez, Buyer, at evangelina.ramirez@sbcusd.k12.ca.us prior to **11:00am, Friday, November 18, 2016**. **Contact with any other individual regarding this solicitation may be grounds for rejection.** Responses to questions and/or RFP clarifications will be posted on the District's web site as addenda. It is the sole responsibility of each bidder to periodically check the web site for any addenda postings. Acknowledgement of all addenda must be submitted with proposal response. Failure to acknowledge in writing the receipt of any addendum may result in proposal rejection.

Non Mandatory Job Walk:

As part of the bid process, the District will host a job walk at a representative High School, Middle School and Elementary school, mainly to show the MPOE and MDF areas of the school site on **November 14, 2016 at 10:00 a.m.** In addition, the District's primary datacenter at 793 North E Street will also be shown. The intent is to provide respondents with an idea of the District's current space, power and network electronics for the MDF area at each representative site location as well as MPOE locations. However, the District's sites vary in age and construction type so the Job Walk cannot be construed as presenting all possible scenarios.

INSTRUCTIONS TO BIDDERS:

Proposal Submittal

One (1) original, one (1) copy and one (1) electronic format-USB of the Proposal must be mailed or delivered in a sealed envelope to the below stated address and identified as **RFP No. 16-09, Districtwide WAN Connections**, in the bottom left-hand corner of the envelope. The word "**ORIGINAL**" shall be plainly stated on the original Proposal document. It is not necessary to submit each proposal in a separate envelope. All proposals may be submitted in one packet. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the District. The contents of any proposal shall not be disclosed as to be made available to competing entities during the evaluation process.

Proposals must be received in the San Bernardino City Unified School District "Bid Box", (located in the main lobby foyer), addressed to the attention of Eva Ramirez, Buyer, Purchasing Services, 777 North F Street, San Bernardino, CA, 92410 no later than 11:00am, Wednesday, December 21, 2016. E-mailed, faxed or telegraphic responses will not be accepted.

Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of respondents will not be assumed by the District. The RFP response is to demonstrate the qualifications, competence and capacity of Service Provider as well as specify the approach in conformity with all Federal, State, District and Local requirements; including all Federal Communications Commission (FCC) and Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). A response to any specific item of this RFP with terms such as "negotiable", "will negotiate", or similar, will be considered nonresponsive.

All pricing must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral, telegraphic or telephone quotations or modifications will be accepted. More than one unit price inserted for any one item may result in the rejection of the RFP unless alternate proposals are specifically requested.

Any discounts the Proposer desires to provide the District shall be included in the RFP amounts and shall not be set forth separately.

The quantities contained within the RFP documents are approximate. The District reserves the right to increase or decrease quantities as required.

In addition to the Proposal, the Provider shall also complete as a part of the RFP the following documents: Designation of Subcontractors Form, Certificate of Contractor, and the Non-Collusion Affidavit.

The successful Proposer will be required to furnish a payment bond and a faithful performance bond both in an amount equal to 100% of the contract price. All bonds shall be secured from a surety company that meets all of the State of California bonding requirements, as defined in Civil Code Procedure Section 995.120, and is authorized by the State of California. All bond and insurance requirements shall be completed and submitted to District within ten (10) working days from Notice of Award or the security shall be declared forfeited.

Following award of the contract, District will return the security of an unsuccessful Proposer no later than sixty (60) days from the award date.

Schedule of Events:

Event	Date(s)
Non Mandatory Job Walk	Monday, November 14, 2016 at 10:00 a.m.
Closing Date for Questions/Clarifications	Friday, November 18, 2016 at 11:00 a.m.
Proposal Due Date	Wednesday, December 21, 2016 at 11:00 a.m.
Anticipated Issuance of Notice of Intent to Award	January 2017
Anticipated Board Approval/Contract Award	January 2017

All questions or requests for clarification regarding this proposal must be submitted in writing directed to the attention of Eva Ramirez, Buyer, at evangelina.ramirez@sbcusd.k12.ca.us prior to 11:00 a.m., Friday, November 18, 2016. Contact with any other individual regarding this solicitation may be grounds for rejection.

Proposal Format:

Each proposal should be clearly divided into sections. Read the RFP carefully and respond accordingly. Failure to do so may be cause for rejection. **At a minimum**, proposals must include the following sections:

- Section 1 Executive Summary** – Outline of services along with a brief summary of your firm’s qualifications and years of business including:
 - a. Description of your firm’s experience with three (3) projects of similar size and complexity. Include scope of projects, description and cost. Provide name of District, contact names and phone number for references.
 - b. Identify and describe the qualifications of your proposed project team.

- Section 2** Response to the Districtwide WAN Connections and Service Provider’s Qualification Statement (page 58 through 61)

- Section 3** Methodology – Describe how your Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required detailed specifications while meeting all deadlines. **Provide a startup action plan and timelines to complete the project.**

- Section 4** Any exceptions taken to any District Terms & Conditions. If Provider wishes the District to consider Provider’s agreement, agreement is to be submitted with proposal response and a copy included in this section for District review.

- Section 5** Certifications and Other Required Forms (page 24 through 39)

Proposal Evaluation

All proposals will be evaluated for completeness and the proposer’s ability to meet or exceed RFP specifications. A contract, if awarded, will be pursuant to California Public Contract Code 20118.2, which permits the District to competitively negotiate such contracts and to consider more than simply price in awarding the contract. In this case, price will be the most heavily weighted factor; though The District will also consider the perspective Service Provider’s ability to meet the minimum technical specifications for the services as described in the RFP, as well as other relevant factors, including but not limited to Technical Solution/ Compatibility, Implementation Plan, and Experience with SBCUSD and other Districts.

The criteria listed below are not necessarily an all-inclusive list. Once a proposer has been found responsive to the RFP requirements, a determination of award will be made based on the following considerations:

Selection Criteria	Criteria Weight*
Eligible Price	30
Total Cost	25
Technical Solution/ Compatibility	20
Implementation Plan	10
Experience with district	10
References	5

Withdrawal of Proposal

Any Proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of RFPs. After close of the RFP, proposals cannot be withdrawn for a period of 90 days.

Service Provider’s Qualifications

The Service Provider must provide proof of registration with the (SLD) for reimbursement under E-Rate guidelines for Category 1 Services. The Service Provider must generate an invoice for USAC portion of the bill in accordance with SLD regulations. The Service Provider is responsible for supplying SLD SPIN with the proposal. Service Provider must hold all required license to provide the service in accordance with the State of California and USAC guidelines.

GENERAL TERMS AND CONDITIONS

1. **Contract Documents:** The complete contract includes all the Contract Documents, to wit: Notice to Proposers, Instructions to Proposers, RFP Form, (including Designation of Subcontractor's Form, Certificate of Contractor and Non-Collusion Affidavit), Proposal, General Conditions and Special Conditions, the wage schedule, the Contract, the Bond(s), if applicable, executed in connection herewith, Certificates of Insurance and all official papers and documents relating to the work to be performed hereunder, and all modifications incorporated in these documents before their execution.
2. **Agreement and Bonds:** The form of agreement for the Contract, which the successful Proposer, as Contractor, will be required to execute, and the bond(s) which Proposer will be required to furnish, are included in and form a part of this section and the contract documents.
3. **Bonds:** The Proposer to whom award is made shall be required at the time of the execution of the Agreement to furnish Payment and Performance Bonds, each in an amount not less than one hundred percent (100%) total price listed on the RFP form. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond form, and the successful Proposer thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. Failure to submit acceptable bonds will be cause for rejection of the RFP. Said bonds shall be furnished within ten (10) working days after Notice of Award.
4. Should, in the District’s sole opinion, any bond become insufficient or Surety found to be unsatisfactory, the Provider shall renew or replace the affected bond within ten (10) days of receiving notice from the District. In the event the Surety or the Provider intends to reduce or cancel any required bonds, at least thirty (30) days prior written notice shall be given to the District, and the Provider shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Owner.
5. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the price initially proposed, extensions of time, or

modifications of the time, terms, or conditions of payment to the Provider will release the surety. If the Provider fails to furnish any required bond, the District may terminate the Contract for cause.

6. **Statement of Proposer's Qualifications:** Each Proposer shall be prepared to furnish a statement, a copy of Proposer Qualification form is included in this document, of the Proposer's financial resources, experience and organization available for the work contemplated. The right is reserved to reject any RFP where an investigation of the evidence or information submitted by such Proposer does not satisfy District that the Proposer is qualified to carry out properly the terms of the contract.
7. **Interpretation of Drawings and Documents:** Any person contemplating submitting a RFP may submit to District's authorized representative a written request for an interpretation thereof. Any interpretation of the proposed documents will be made by addendum and a copy of such interpretation in the form of addendum will be mailed or delivered to each person receiving a set of such documents. District will not be responsible for any other explanation or interpretations of the proposed documents.
8. Any requests for information or questions relative to the RFP shall be directed to the appropriate buyer at the address specified for receipt of RFPs.
9. **Addenda or Bulletins:** Any addenda or bulletins issued during the time of responding, or forming a part of the documents furnished to the Proposer for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to include all addenda with the RFP documents may be sufficient cause for rejecting the RFP.
10. **Ownership of Drawings and Specifications:** Except the Provider's executed set, all of the drawings and the contract documents are District's property. Said drawings and specifications are not to be used on any other work and all sets shall be returned to District, upon request, at the completion or cessation of the work or termination of the contract.
11. **Provider's License:** District: (a) requires that the Proposer possess the following classification of Provider's license at the time the contract is awarded: (a) Class C7 & C10 and (b) has determined that if the license classification specified in "(a)" is that of a "specialty contractor" (as defined in California Business and Professions code Section 7058), the specialty contractor's license so specified will, at a minimum, constitute a majority of the Work. All subcontractors shall have and maintain a current and valid contractor license of the required classification from the State of California.
12. District requires that: (a) the Proposer be licensed in the State of California, (b) the Proposer's license appear clearly on the RFP, and (c) the license expiration date appear on the RFP.
13. No RFPs will be accepted from a Provider who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.
14. **Subcontractors:** Proposer shall set forth the name and address of the place of business for each subcontractor who will perform work, labor, furnish materials, or render service to the Proposer on said contract, and each subcontractor licensed by the State of California who, under subcontract to Proposer, specially fabricates and installs a portion of the work contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the Prime Contractor's total RFP, and the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.
15. Pursuant to the requirements of SB 1362 and California Labor Code Section 3099.2, all employees performing electrical work for a subcontractor holding a C-10 license must be certified. If employees working on the project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the subcontractor to corrective action up to and including being removed from the project.
16. Holidays shall be deemed to mean and include New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, and Christmas Day.

17. **Apprentice Employment:** Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
18. All projects under this RFP will be subject to monitoring and enforcement by the Department of Industrial Relations. The awarded Proposer will be required to submit certified payroll reports to the Compliance Monitoring Unit of the Department of Industrial Relations at least monthly using the CMU's eCPR system. Contractors and subcontractors are directed to go to <https://app.mylcm.com> and follow the directions to enroll in this system.
19. **Insurance/Bonds:**
- A. Commercial General Liability
- (1) Provider shall take out and maintain, during the performance of all work under this Contract, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (2) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (3) Commercial General Liability Insurance must include coverage for the following:
- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Explosion, Collapse and Underground (UCX) exclusion deleted
- g. Contractual Liability with respect to this Contract
- h. Broad Form Property Damage
- i. Independent Contractor Coverage
- B. Automobile Liability
- (1) At all times during the performance of the work under this Contract, Provider shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (2) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (3) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District.
- C. Workers' Compensation/Employer's Liability
- (1) At all times during the performance of the work under this Agreement and until the date of Project completion and acceptance by the District, Provider shall maintain workers'

compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

- (2) Provider hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurances or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of Said Contractor of any subcontractors.
- (3) By signing this Contract, Provider certifies to the District that pursuant to Section 1861 of the Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 performance of the work of this contract.

- (4) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage in excess of a self-insured retention, subject to written approval by the District.
- (5) Before beginning work, Provider shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Provider shall require all sub-contractors to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this section.

D. Minimum Policy Limits Required

- (1) The following insurance limits are required for the Agreement:

Combined Single Limit	
Commercial General Liability	\$2 million per occurrence / \$2 million aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1 million per occurrence for bodily injury and property damage
Employer's Liability	\$1 million per occurrence

- (2) The District will accept an excess or umbrella policy that brings the primary limits to the minimum requirements listed above.

E. Evidence Required

- (1) Prior to execution of the Agreement, Provider shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

- (2) Insurance certificates shall be attached hereto as Exhibit "B."

F. Policy Provisions Required

- (1) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (2) All such policies shall name the San Bernardino City Unified School District, the board and each member of the board, its officers, employees, agents and designated volunteers as Additional Insureds under the policies.
- (3) All policies shall contain a provision stating that Provider's policies are primary insurance and that the insurance of the District or any named insureds shall not be called upon to contribute to any loss.

20. **Assignment of Contract:** Provider shall not assign, transfer, convey, or otherwise dispose of this contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.

21. **Suspension/Termination of Contract:**

- A. If Provider fails to commence work as provided in the contract, or fails to make delivery of materials promptly as ordered, or to maintain the rate of delivery or progress of the work in such manner as in the opinion of District's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of District's authorized representative, Provider is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on Provider and its Surety to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with the contract. If Provider neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the Board of Trustees perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the work covered by the contract or that have been delivered by or on account of Provider for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the work.
- B. District has the right to terminate or abandon any portion or all of the work under this agreement by giving ten (10) calendar days written notice to Provider and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Provider the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Provider of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Provider shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- C. Provider may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Provider.

22. **Permits and Licenses:** Provider shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law.
23. **Liquidated Damages:** The agreed upon liquidated damages payable to the District pursuant to Section 7 of the General Terms and Conditions in the event that the Work is not completed within the Contract Time shall be One Thousand Dollars (**\$1,000.00**) for each calendar day that the completion of the Project is so delayed beyond the expiration of the Contract Time.
24. **Storm Water Permit for Construction Activity:** Provider is required to comply with the State Water Resources Control Board (State Water Board), Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System ("NPDS"), General Permit No. CAS000004. Provider is to fully familiarize itself with the Permit. Failure to comply with the Permit is a violation of federal and state law. Lessee hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all Notices of Violation ("NOV"), claims, demands losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for Provider's noncompliance with the Permit, except for liability resulting from the sole established negligence or willful misconduct of the District, its officials, officers, agents, employees or authorized volunteers.
25. **Changes in the Scope of Work:** In the event District order changes in the Work, the contract sum and the completion date will be adjusted accordingly utilizing the unit prices set forth in the RFP Form, if applicable. Nothing in the Contract Documents shall be deemed to limit the District's ability to make changes to the Scope of Work. If a change is of an item not covered by the Contract, District and Provider shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work shall be in writing and Provider shall be responsible for any and all work done without District's prior written approval.
26. **Brand Name or Equal:** Whenever in the specifications any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer, such specification shall be followed by the words "or equal." Provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better. Provider bears the burden of proof as to the equality of any material, process or article and District may require Provider to furnish the material, article or process specified if it decides that Provider has not met his or her burden.
27. **Discrepancies and Omissions:** Any discrepancies or omissions found in the Contract Documents shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order: 1. Contract; 2. Addenda, if applicable; 3. Instructions To Proposers (if utilized by the District for this Contract); 4. General Conditions; and, if applicable, 5. District Standard Specifications And Drawings; 6. Reference Specifications; and 7. Drawings.
- Figure dimensions on Drawings shall take precedence over scale dimensions; detailed Drawings shall take precedence over general drawings.
28. **Attorneys' Fees:** In case any litigation is commenced with respect to this Contract, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.
30. **Labor Code Provisions:** It shall be mandatory upon the Provider herein and upon all subcontractors under Provider to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
- A. **Prevailing Wages:** The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this public work is to be

performed for each craft, classification, or type of worker needed to execute the contract. Copies of that determination are available on the Department of Industrial Relations' website at <http://www.dir.ca.gov>. Copies of prevailing wage rates shall be posted at each job site. Provider shall, as a penalty to District, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Provider or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Provider. No bids will be accepted from a bidder who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

- B. **Eight Hour Law.** Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Provider shall forfeit as a penalty to District \$25 for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
- C. **Payroll Records:** Provider and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Provider in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this section, Provider shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Provider must comply with this section. Should noncompliance still be evident after such 10-day period, the Provider shall, as a penalty to District, forfeit not more than \$50.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, any penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Provider.
31. **Assignment of Anti-Trust Claims:** Provider offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this contract. This assignment shall become effective at the time that District tenders final payment to Provider, without further acknowledgment by the parties. **Provider shall have the rights set forth in Sections 4553 and 4554 of the Government Code.**
32. **Notice of Third-Party Claims:** Pursuant to Public Contract Code Section 9201, the District shall provide the Provider with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.
33. **Payment:** For contracts greater than five thousand dollars (\$5,000), Public Contract Code Section 9203 prohibits progress payments in excess of ninety-five (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District must withhold at least five percent (5%) of the contract price until final completion for projects exceeding \$5,000 and acceptance of the project. After fifty percent (50%) of the work has been completed and District finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

District must release retention proceeds withheld from any payment within 60 days after the date of "completion" of the work as defined in the Public Contract Code Section 7107. If a dispute arises between the Provider and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount.

Provider must execute a conditional waiver and release for progress payments and an unconditional waiver for final payment. District will make final payment of any of any balance due to the Provider promptly upon filing the Notification of Completion, receipt of a release of lien and claims from the Provider pursuant to Civil Code Section 3262, and its acceptance of work.

- 34. Procedure for Resolving Disputes:** The parties to this contract are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the Provider of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount:
- A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - B.
 - (i) For claims of less than fifty thousand dollars (\$50,000), District shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims District may have against the claimant.
 - (ii) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement to District and the claimant.
 - (iii) District's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - C. If the claimant disputes District's written response, or District fails to respond within the time prescribed, the claimant may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - D. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.
- 35. Indemnification:** To the fullest extent permitted by law, Provider shall indemnify, defend and hold harmless District its Board, officers, employees, agents and volunteers against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Provider shall not be liable for the sole established negligence or willful misconduct of District its Board, officers, employees and volunteers. Provider will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Provider will promptly pay any judgment rendered against Provider or District arising out of or in connection with such work, operation or activities of Provider hereunder and Provider agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Provider under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

36. **Interpretation:** In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
37. **Integrated Agreement:** This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile signatures, when received, shall have the same force and effect as original signatures.
38. **Governing Law.** This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that San Bernardino County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the Action shall be awarded costs and attorney's fees.
39. **Guarantee of Work:** District requires Provider to specifically guarantee its work for one (1) year from the date of acceptance.
40. **Delay Due to Unforeseen Obstacles:** All loss and damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Provider, or any agent or person employed by said Provider, shall be sustained by the Provider. The Provider shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.
41. **Accident Prevention/Driving on School Grounds:** Precaution shall be exercised at all times for the protection of persons, including students and employees, and the property. The safety provisions of applicable laws, building and construction codes, shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with applicable Safety Orders of the Industrial Accident Commission of the State of California. The Provider shall provide all necessary barriers, signs, lights, and watchmen. All damages during the progress of the work from whatever cause, shall be borne and sustained by the Provider, and all work shall be solely at the Provider's risk until it has been finally approved and accepted by the District.
- All due caution and care must be exercised in driving on school grounds. The successful Proposer shall contact the principal of the school, or his/her representative, and arrange for entrance thereon.
42. **Care of Work:** The Provider shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District.
- The Provider shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.
- The Provider shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and he shall at his own expense completely repair any damages thereto caused by his operations.
43. **Provider's Agent:** Unless personally present on the premises where the work is done, the Provider shall designate and keep an agent or representative on the work at all times during its progress; any verbal or written direction or request of the District's representative delivered to such person, agent, or representative shall have the same force and effect as if delivered to the Provider personally.

44. **Inspection and Approval:** All work shall be subject to the inspection of the District's representative. Said representative shall inspect work from time to time and as often as he deems necessary, and shall have free access to any and all parts of the work at any time. The Provider shall furnish reasonable facilities for obtaining such information as may be necessary to keep the District's representative fully informed at all times respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Provider from any obligation to fulfill this contract. Defective work shall be made good by the Provider, and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District's representative and accepted or estimated for payment; if the work or any part thereof shall be found defective any time before final acceptance of the whole work, the Provider shall forthwith remedy such defect in a manner satisfactory to the District's representative. The District's representative shall have authority to stop work whenever the provisions of the contract document are not being complied with and the Provider shall instruct his and his employees accordingly.
45. **Removal of Rejected Work:** All work or material rejected by the District's representative at any time prior to final inspection and acceptance of the work, shall be at once removed from the site of the work by the Provider, who shall assume and pay the cost thereof, without expense to the District, and shall be replaced by satisfactory work and material. All work shall be executed to the satisfaction of the District's representative and in conformity with his instructions.
46. **Cleaning:** The Provider shall remove all dirt, debris, waste, rubbish and implements of service from the building, the working area, and the district site. Before completion of the work, the Provider shall clean the work area to the complete satisfaction of the District's representative. Any cost or expense resulting from this action shall be included in the RFP prices of the services(s) quoted in this offering.
47. **Salvage and Disposition of Existing Materials:** All existing materials which have been removed or disconnected, and are sound and of value but are not indicated or specified for re-use in new work, shall remain the property of the San Bernardino City Unified School District and shall be turned over to the District's Maintenance Department. Where portions of existing materials, structures, equipment and accessories are indicated and/or specified to be removed, disconnected, relocated or otherwise re-used as part of the work under this specifications, such work shall be performed in a manner as approved and/or directed by the District's representative. Any portions of these materials which have been unnecessarily or carelessly cut, damaged or altered in any way during any operation of the work under this specification, shall be replaced or repaired in kind and in an approved manner at the expense of the Provider.
48. Provider(s) are responsible for replacing any or all fencing, equipment or appurtenances at the site that are necessarily removed or changed in any way to permit access to the area(s) in the performance of the work resulting from this RFP. Any cost or expense resulting from this action shall be included in the RFP prices of the service(s) quoted in this offering.
49. **Work Scheduling:** All work shall be coordinated with the District IT Department representative and the Provider. No work shall begin until scheduling has been agreed upon by all parties, and a duly authorized purchase order has been issued as Authorization to Proceed. Work will be authorized by purchase orders(s) issued by the District's Purchasing Department. After a purchase order has been received, it will be the Provider's responsibility to organize the work at each site with the Maintenance Department, so that the work may be accomplished with a minimum of interference to the school or business program.
50. **Excuse for Nonperformance – Force Majeure Clause:** The Provider shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruptions of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.
51. **Anti-Discrimination:** It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Provider

agrees to comply with applicable federal and California laws, including, not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor code Section 1735. In addition, the Provider agrees to require like compliance by any subcontractor

ADDITIONAL TERMS AND CONDITIONS

The following are Additional Terms and Conditions for the work to be performed as outlined in the Scope of Work.

1. The Work:

It is understood that, except as otherwise specifically stated in this RFP, The Service Provider shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by The Service Provider. This would include all pole rights and other right-of-way needed for fiber services obtained through local utilities.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to The District, unless the weekend or holiday work due to a delay caused by The District. The Service Provider will be fully responsible for securing all required right-of-ways, construction permits and cross connects required to complete this project.

2. Workmanship:

All work shall be performed in a professional manner. Personnel from The District may observe the work procedures and workmanship of the Service Provider, but such observation will not relieve the Service Provider from any responsibility of performance or constitute acceptance of the work performed.

3. Stored Materials

Any materials stored on job site shall be the Service Provider's responsibility.

4. Time of Completion

Phase One Work must be completed and operational by July 1, 2017 presuming the Service Provider is selected, contract signed and E-Rate forms are submitted by the district in a timely manner.

5. The Service Providers' Representative

The District reserves the right, with sole discretion, to refuse to allow any representative of The Service Provider to service the contract in any manner. In this event, The Service Provider shall furnish another representative that is acceptable to The District. Examples of reasons for refusing to allow a Service Provider representative to service the contract include, but are not limited to:

- Use of profanity or abusive language around any school personnel or students.
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the Service Provider use subcontractors for portions of the work, the District reserves the right to reject any subcontractor without explanations or recourse by The Service Provider or subcontractor.

6. The District Regulations

The Service Provider and their representatives shall follow all applicable school district regulations while on The District property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All Service Provider personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Service Provider's logo clearly visible

7. The District reserves the right to:

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such Service Provider it deems unqualified to provide the services requested.
- b. Reject any and all proposals if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of the district
- d. Waive any formality in the proposal submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

8. Terms of Payment

The start of services for this project may not begin prior to July 1, 2017. Payment will adhere to USAC rules and guidelines.

9. Term of Contract and E-Rate Subsidies

The contract period shall be for a term of five (5) years, effective July 1, 2017 through June 30, 2023, with the District having the option to cancel annually with sixty (60) days prior written notice.

Payment for The District's Districtwide WAN Connections is dependent on E-Rate subsidies. The District will file for the E-Rate subsidies throughout the term of the contract. In the event that the district E-Rate subsidies were to cease, the district will notify the Service Provider as to the date of the cessation and the District's will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, the district will not be bound by the remainder of the contract.

10. Fingerprinting

This RFP and any resulting contract award are subject to the provisions of Education Code Section 45125.1. Upon contract award, the successful Bidder will be required to comply with these fingerprint requirements. The Service Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any school site.

E-Rate Supplemental Terms and Conditions

1. It is District's expectation each Service Provider have a thorough understanding of all rules and regulations regarding the E-Rate program.
2. Service Provider Annual Certification (SPAC) verification (2015/2016 and/or 2016/2017)
 - a. (SPIN contact page from USAC website will suffice)
3. Verification that the proposer is an eligible telecommunications provider
 - a. (SPIN contact page from USAC website will suffice)
4. Proof that Proposer is not on FCC Red-Light Status
 - a. Requires FCC Registration Number and documentation from FCC. Information can be accessed at <http://www.fcc.gov/redlight/>
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2017.
6. 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. Failure to break out ineligibles will result in lower evaluation scores.
7. 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.
8. District prefers the SPI (Service Provider Invoice—Form 474). All invoicing must be completed within 120 days of the last date of service. Service Provider failure to properly invoice USAC within the expected timeframe does not obligate the district to pay more than the applicant share.

SCOPE OF WORK

- A. Overview:** The District is seeking proposals from qualified vendors to provide a districtwide high-speed fully-managed leased lit fiber Wide Area Network Services for the District. The District intends to meet present and future network demands through developing a flexible infrastructure to provide for both educational and administrative needs. These needs are aligned with bandwidth predictions made for schools, and Districts as a whole, by organizations such as K12 High Speed Networks (K12HSN.org) and EducationSuperhighway.org. The District also follows the State Educational Technology Directors Association (SETDA) guidelines for bandwidth which can be found here: <http://www.setda.org/wp-content/uploads/2016/09/SETDA-Broadband-Imperativell-Full-Document-Sept-8-2016.pdf>

EducationSuperhighway.org expects that the demand for bandwidth is growing at approximately 50% every year from the use of streaming video, online classes and educational software. They recommend that the District should plan for bandwidth needs at a minimum of three years in the future. According to this organization, the two main drivers of how much bandwidth is needed are (1) the number of devices and laptops and smartphones the District's network is supporting, and (2) how often, and how, these devices are used.

The District currently enrolls 50,000+ students and has a BYOD plan for students as nearly all students use their personal cell phones on the District's networks. Further, the District is currently using both Microsoft's Office 365 and Google Apps for Education at many sites and in most classrooms. Both are cloud based services which need larger amounts of bandwidth to support connectivity to the devices than locally installed programs and applications. The District is also moving to a 1:1 environment with District supplied classroom devices for students (either PCs, Apple products, or Chromebooks) and the bandwidth needs are growing with that effort as each school and/or classroom is provided those devices. The District expects to achieve full 1:1 District-provided classroom devices in three to five years. Additionally, staff (teachers and administration) number at about 7,000, and many of them have at least two to three devices themselves, plus their own BYOD cell phone or tablet or other device(s) contributing to WAN network bandwidth usage and needs.

The second factor is a direct reflection of the District's learning goals, and SBCUSD categorizes its needs as a match to EducationSuperhighway.org's "Media-rich Technology Use" category. This category states that (1) every student has a technology-enabled learning experience during the school day, and (2) that video and other rich media are used as a crucial part of the everyday learning experience. Finally, part (3) states that instruction would not be productive if the Internet were unavailable for a day. The District has found that any outage of the Internet (of any duration) during the class day is a loss of instructional time. That outage mostly happens at the WAN connection level between the school site itself and the District's data center that provides the Internet connectivity to that site.

Further, SETDA recommends that for the 2017-18 and 2020-21 school years, districts should have at least 10Gbps per 1,000 users for wide area network (WAN) access. SETDA classifies "users" as students, teachers, administrators, staff, and guests. The District's Middle Schools have, on average, 1,000 students and other users, and the District's High Schools have, on average, 3,000+ students and other users.

Therefore, the District seeks private, dedicated, lit/managed fiber optic network services to connect all sites with the District's two data centers. The District is seeking 10Gbps minimum upload and download to each elementary school and 10Gbps minimum upload and download to each middle school and 40Gbps to each high school with expectations that this service is upgradeable to 40Gbps and even 100Gbps for certain sites that only need 10Gbps today.

B. Summary of Work and Services to Be Provided – Districtwide WAN Connections

It is intended that the service begin operating by July 1, 2017. Respondents shall include an implementation timeline describing how they intend to implement service by this date, including construction schedules, and other deliverables and milestones.

Additionally, the District is under the highest urgency to transition to the services under this RFP. Therefore, Respondents must supply a transition plan which must clearly identify the school sites that SBCUSD has identified as Priority 1/Phase 1 sites that will begin construction first, and be completed by July 1, 2017, so that the District can move forward with the services under this RFP for those sites. For all other sites which cannot be completed by July 1, 2017, the District must move to continue a month-to-month contract with the District's incumbent WAN provider after July 1, 2017, for those sites and until such time as construction and service turn-on under this RFP has been completed and the school site(s) can transition to it. All site WAN connectivity undertaken by this RFP must be completed with construction and providing the requested service by June 30, 2018.

The District's priority one/phase one sites are the District Datacenters and all the High Schools. Priority two/phase two sites are the District's Middle Schools. Priority three/phase three sites are the District's Elementary schools and Admin NIFs (not including the District data centers which were Priority one sites). The District reserves the right to modify a site's priority for construction and service to it after this RFP document is published and any time until the District moves forward with the vendor for actual construction of a Priority phase.

The District intends to procure a high-speed leased full-duplex lit fiber Wide Area Network (WAN) to service the District facilities. SBCUSD prefers the most cost-effective and e-rate eligible solution for connecting the 87 schools and admin sites, but is willing to evaluate an active/passive ring network, an all active ring network, and a ring (or rings) plus dual hub & spoke hybrid network in response to this RFP, or other viable alternate designs. An active/passive ring network should have a minimum of 6 active nodes, 4 passive nodes, and the District is willing to allow up to 3 "daisy-chained" (or "lateral") sites per ring if those sites are not on the ring (should a ring not being feasible for them). All fiber runs for the requested ring topology should be two (2) PAIRS of fiber per node site. This requirement of two (2) pairs in a ring topology will ensure the architecture of a resilient network as requested.

The current and planned SBCUSD data centers will serve as the primary connection points with all WAN designs requiring connectivity back to both data centers where Internet connectivity to the District's ISP is provided. Should Proposer decide upon a pure dual hub and spoke topology, the District prefers each site going directly to the data centers, however the District does not prefer a pure hub and spoke design.

The topology is such that the Data Center 1, located at 793 N E Street, San Bernardino, CA, 92410 is the primary provider for District applications, services, and Internet access, and the planned Data Center 2, located at 4030 Georgia Boulevard, San Bernardino, CA, 92407 will also be a primary provider for District applications, services, and Internet access. The IP routing (Layer 3) architecture will be deployed and managed by District IT staff using existing Cisco Site Core Switches accepting the Fiber hand-off from the Managed services.

Solution to include:

1. Wide Area Network: The initial bandwidth requirements are:
 - A 10Gbps full duplex fiber optic connectivity minimum, upload and download, (scalable to 40Gbps) from the networks at Data Center 1 and Data Center 2 to each elementary school site listed in Attachment A;

- and a 10Gbps full duplex fiber optic connectivity minimum, upload and download, (scalable to 40Gbps by 2021) from the networks at Data Center 1 and Data Center 2 to each middle school site listed in Attachment A;
 - and a 10Gbps full duplex fiber optic connectivity minimum, upload and download, (scalable to 100Gbps by 2021) from the networks at Data Center 1 and Data Center 2 to each high school site listed in Attachment A.
 - Additionally, a 10Gbps full duplex fiber optic connectivity minimum, upload and download, (scalable to 40Gbps) from the networks at Data Center 1 and Data Center 2 to each NIF site listed in Attachment A.
 - Data Center 1 NIF and Data Center 2 NIF are expected to scale to 100Gbps full duplex fiber optic connectivity, per EducationSuperhighway.org which states that the total WAN bandwidth across all District locations to be at least equivalent to your Internet bandwidth (which the District will be scaling under a separate RFP).
 - Data Center 1 and Data Center 2 also requires an additional dedicated 10Gbps, upload and download, full duplex fiber optic point to point connection between them, scalable to 40Gbps and 100Gbps as needs arise.
2. The MPOE (Minimum Point of Entry) for each site, the District Data Centers, and the District Office shall be determined by the District. All cost proposals must include pricing to install services to the MPOE, Demarcation point, and the location of network equipment at each site. Fiber will terminate at each location to a vendor provided NID or other network device with an LC connection patch cable (or cables) hand-off to District's site core switch.
 3. 40Gbps service shall be initially provided as (4) 10Gbps full duplex fiber optic connectivity services aggregated at the District Site's Core Switch receiving the services, with the option to change to a single 40Gbps full duplex fiber optic connectivity service at a later date as District equipment supports it.
 4. The topology is such that the Data Center 1, located at 793 N E Street, San Bernardino, CA, 92410 and the planned Data Center 2, located at 4030 Georgia Boulevard, San Bernardino, CA, 92407 are the primary aggregate points and all services must be capable of delivery to each site, service delivery may be delivered at the design of the service provider as long as minimum specified bandwidth is delivered and scaling to higher bandwidths in the future is planned for. District desires the ability to load balance between the two data centers. The District is open to other configurations.
 5. The proposal must include the installation (one time) costs and monthly (ongoing) costs for all connections and sites.
 6. Specification and Performance Commitments:
 - a. Response time to service issues should be 15 minutes or less from Proposer's NOC, or if different, clearly identified in Proposer's response.
 - b. An uptime of 99.95% or better shall be provided on a 24-hour basis average over a 7 day period.
 - c. Mean Time to Repair (MTTR) for outages must be less than 4 hours
 - d. Network Latency Commitment: less than five (5) milliseconds round trip
 - e. Network Jitter Commitment: less than five (5) milliseconds
 - f. Bit-Error Rate Commitment: less than 0.25% between circuit endpoints

- g. It also is required that segment-by-segment fiber testing (i.e. OTDR testing) be provided to the District.
7. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, and similar.
 8. The District requires the Proposer use private dedicated fiber strands/circuits allocated specifically to the District for the lit solution and all circuits are to be used exclusively by the District.
 9. The District strongly prefers that the Contractor shall, for all outside buried construction, use Armored Fiber Optic cable and shall incorporate a corrugated Steel Armor Tape to provide for resistance to rodent attack. The District suffers from outages by cut fiber cable caused by animal chewing. Further the Armored Fiber Optic Cable for burial shall be filled with a water-blocking compound as the City of San Bernardino sits on high ground water table.
 10. All equipment necessary for this connectivity shall be provided with no option of transfer of ownership to the District.
 11. District prefers Proposer supply fiber equipment that would be optimally compatible with existing District Cisco Core Switch equipment. The District is not planning on switching its current and functional routing protocol from EIGRP to OSPF at any time, and provided equipment must be compatible with EIGRP.
 12. Service should account for growth including, but not limited to, increases or decreases in service and/or additions of locations, as determined necessary by the District as well as the option for removal of sites due to closures or re-organization requirements as deemed necessary by the District.
 13. All Proposer installed equipment shall be under repair maintenance at no cost to the District for the contract duration. Repair maintenance must be included under SLAs stated in (6).
 14. Proposer must provide District the access to Service Provider's Web Portal to be able to monitor real time link usage, connection speed, latency, jitter and other statistics of value for each and every circuit. Additionally, the District wants access to reports on bandwidth utilization daily, weekly, monthly and yearly and be able to get this emailed to District IT Representatives.
 15. There is no right of the provider to limit or throttle the capacity of any circuit at any time for any reason.
 16. As part of the proposal submitted, a network diagram displaying the paths to be used to service each site (node or endpoint) MUST be included for each proposed topology presented.
 17. The District will be evaluating the proposals based on Cost, Timeline to construction completion and the proposed topology to be used as the main criteria. See the evaluation matrix, on page 6, for the other criteria.

On an annual basis, the District and the vendor will true up the bandwidth speeds requested for the upcoming year through the use of a data file with all school sites listed and bandwidth requested. Vendor's contract must include flexibility within the contract to increase and decrease bandwidth at the district sites without penalty.

Proposal and Fee Schedule

Proposer 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. Proposal and Fee Schedule Worksheets have been included to assist Proposer's with this information, and are included as Attachment A at the end of this RFP. It is the intent of the District to award a contract(s) for a leased/lit fiber solution.

Include one-time and monthly recurring costs, including the estimated percentage of all applicable taxes and surcharges for:

- Leased Lit Fiber configurations: 1Gbps for all Elementary sites and listed smaller Admin NIF sites
 - Leased Lit Fiber configurations: 10Gbps for all sites including SBCUSD Data Center 1 and SBCUSD planned Data Center 2
 - Leased Lit Fiber configurations: 40Gbps for all sites including SBCUSD Data Center 1 and SBCUSD planned Data Center 2
 - Leased Lit Fiber configurations: 100Gbps for SBCUSD high schools and SBCUSD Data Center 1 and SBCUSD planned Data Center 2
1. Include and list any one-time costs, for items such as, but not limited to, special construction, set-up, installation, etc.
 2. Include and list any monthly (ongoing) costs.
 3. Proposers 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.

**** THIS PAGE, ALONG WITH THE ITEMIZED BREAKDOWN, TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "FEE PROPOSAL" ****

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

I certify that I have read and fully understand the intent of this RFP No. 16-09 Districtwide WAN Connections. We certify that we have adequate resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has not been made nor will be made regarding this proposal for Business Intelligence Tools Solution with any District employee or Board Member other than the listed contact person in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licenses to conduct business within the scope of this RFP, in the State of California.

We certify that all requirements and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Name of Firm _____

By _____

SIGNATURE AND TITLE

Printed Name _____

Address _____

Proposal Form

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Site Name	2016 CDE NAME	Address	Connection	One-Time Installation	E-rate Other One-Time Costs (if applicable)	Recurring (Monthly)	Annual Charge	Estimated Monthly Taxes and Surcharges	Total with Taxes and Surcharges
ELEMENTARY SCHOOLS									
Alessandro Elementary School	Ramona-Alessandro Elementary	670 Ramona Avenue, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Anderson School	Anderson	24302 E. 4th Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Anton Elementary School	Roger Anton Elementary	1501 Anton Court, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Arrowhead Elementary School	Arrowhead Elementary	3825 Mountain View Avenue, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Urbita Elementary School	Urbita Elementary	771 S. J Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Vermont Elementary School	Vermont Elementary	3695 Vermont Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Warm Springs Elementary School	Warm Springs Elementary	7497 Sterling Avenue, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Wilson Elementary School	Wilson Elementary	2894 Belle Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
MIDDLE SCHOOLS									
Arrowview Middle School	Arrowview Middle	2299 N. G Street, San Bernardino CA							
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Cesar E. Chavez Middle School	Cesar E. Chavez Middle	6650 Magnolia Avenue, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Curtis Middle School	Curtis Middle	1472 E. 6th Street, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Del Vallejo Middle School	Del Vallejo Middle	1885 E. Lynwood Drive, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Golden Valley Middle School	Golden Valley Middle	3800 Waterman Avenue, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Martin Luther King Middle School	Martin Luther King Jr. Elementary	1250 N. Medical Center Drive, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Paakuma' K-8	Paakuma K-8	17875 Sycamore Creek Loop Parkway, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Richardson Prep Hi Middle School	Richardson Prep Hi	455 S. K Street, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Rodriguez Prep Middle School	Colonel Joseph C. Rodriguez PREP Academy	1985 North Guthrie Street, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Serrano Middle School	Serrano Middle	3131 Piedmont Drive, Highland CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Shandin Hills Middle School	Shandin Hills Middle	4301 Little Mountain Drive, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
HIGH SCHOOLS										
Arroyo Valley High School	Arroyo Valley High	1881 W. Base Line Street, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			100 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			100 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
			100 Gbps Leased Lit Fiber Ring							
Cajon High School	Cajon High	1200 Hill Drive, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			100 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			100 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
			100 Gbps Leased Lit Fiber Ring							
Indian Springs High School	Indian Springs High	650 N. Del Rosa, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			100 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			100 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
			100 Gbps Leased Lit Fiber Ring							

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Sierra High School	Sierra High	570 E. 9th Street, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			100 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			100 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
			100 Gbps Leased Lit Fiber Ring							
Admin Sites and NIFs										
Allred Child Care Center	not a current CDE site	303 S. K Street, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Anderson Community Day School (CID)	Star at Anderson Community Day	8088 Palm Lane, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Board of Education (District Office)	not a CDE site	777 North F Street, San Bernardino CA								
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
ICEC Adults with Special Needs	not a current CDE site	455 E. Olive, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Inland Career Education Center (ICEC)	Inland Career Education Center	1200 North E Street, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Maintenance & Operations	not a CDE site	956 W. 9th Street, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Nutrition Services	not a CDE site	1257 Northpark Blvd, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
OCDS	San Bernardino City Community Day	24424 Monterey Avenue, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							
Printing Services	not a CDE site	940 W. 9th Street, San Bernardino CA								
			1 Gbps Leased Lit Fiber							
			10 Gbps Leased Lit Fiber							
			40 Gbps Leased Lit Fiber							
			1 Gbps Leased Lit Fiber Hub & Spoke							
			10 Gbps Leased Lit Fiber Hub & Spoke							
			40 Gbps Leased Lit Fiber Hub & Spoke							
			1 Gbps Leased Lit Fiber Ring							
			10 Gbps Leased Lit Fiber Ring							
			40 Gbps Leased Lit Fiber Ring							

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Professional Development Center - DATA CENTER 2	not a CDE site	4030 Georgia Blvd., San Bernardino CA							
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			100 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			100 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
			100 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Point to Point with Data Center 1						
			40 Gbps Leased Lit Fiber Point to Point with Data Center 1						
			100 Gbps Leased Lit Fiber Point to Point with Data Center 1						
SBHS Daycare/Elliott Day Care	not a current CDE site	2350 North E Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
School Police	not a CDE site	536 W. Base Line Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Smart Building (IT Department) - DATA CENTER 1	not a CDE site	793 N. E Street, San Bernardino CA							
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			100 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			100 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
			100 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Point to Point with Data Center 2						
			40 Gbps Leased Lit Fiber Point to Point with Data Center 2						
			100 Gbps Leased Lit Fiber Point to Point with Data Center 2						

Exhibit A

San Bernardino City Unified School District - RFP No. 16-09 - Districtwide WAN Connections

Transportation Department	not a CDE site	909 J Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
Warehouse	not a CDE site	871 N. J Street, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						
West Highlands Administrative Annex (WHAA) Building	not a CDE site	1535 W. Highland Avenue, San Bernardino CA							
			1 Gbps Leased Lit Fiber						
			10 Gbps Leased Lit Fiber						
			40 Gbps Leased Lit Fiber						
			1 Gbps Leased Lit Fiber Hub & Spoke						
			10 Gbps Leased Lit Fiber Hub & Spoke						
			40 Gbps Leased Lit Fiber Hub & Spoke						
			1 Gbps Leased Lit Fiber Ring						
			10 Gbps Leased Lit Fiber Ring						
			40 Gbps Leased Lit Fiber Ring						

Acknowledgement

The undersigned has read and is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

Name of Firm _____

By _____
Signature and Title

Printed Name _____

Address _____

GENERAL CONTRACT

THIS GENERAL CONTRACT ("Contract") is entered into as of this ___ day of _____, 2016 in the County of San Bernardino, State of California, by and between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter called the "**District**"), and ***Service Provider Name*** (hereinafter called "**Service Provider**").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS STATED HEREIN, the receipt and sufficiency of which are hereby acknowledged, the District and Service Provider hereby agree as follows:

1. **SCOPE OF WORK.** The Service Provider shall perform within the time stipulated herein, and shall provide all labor, equipment, materials, tools, utility services and transportation to complete in a workmanlike manner, in accordance with the terms and conditions of the Contract Documents, as defined in Section 10 below, all of the work (the "**Work**") required in connection with the following titled project, all as more fully described in the Contract Documents (the "**Project**"):

Districtwide WAN Connections

It is the duty of the Service Provider to complete the Work in exact accordance with the Contract Documents and any approved revisions or interpretations thereto, including, without limitation, all Project Requests for Information, Submittal Endorsements and Architectural and Engineering Field Directives and Inspector Non-compliance Notices. The Service Provider shall be liable to the District for any damages arising as a result of a failure to fully comply with its obligations hereunder and, except as otherwise expressly provided in Section 21 of the General Terms and Conditions, shall not be excused from such obligations by any act or omission of the Project manager (as defined in Section 7 below), any licensed engineer whose stamp appears on the drawings, the Inspector (as defined in Section 7 below) or any specialty inspector, any representative of the Division of the State Architect (DSA), the District or the State of California.

2. **CONTRACT PRICE.** The District shall pay to the Service Provider, as full consideration for the faithful performance of the contract, subject to any additions or deductions in quantities as provided in the contract and purchase order documents, **the total sum based on equipment and/or labor or material and/or labor cost as stated on the RFP Forms. (Appendix A) said sum being the total amount agreed upon resulting from individual purchase order(s) issued throughout the term of the contract**
3. **CONTRACT TIME.** The Work shall be commenced on the date stated in the Districts Notice to Proceed to the Service Provider (the "**Starting Date**"), and as specified therein, shall be completed within **the times mutually agreed at the awarding of a specific site contract/purchase order award** from and after the Starting Date (the "**Contract Time**"). If the Work is not completed in conformance with the foregoing, the Service Provider shall be subject to liquidated damages in the amount set forth in Section 4 below.
4. **LIQUIDATED DAMAGES.** The agreed upon liquidated damages payable to the District pursuant to Section 23 of the General Terms and Conditions in the event that the Work is not completed within the Contract Time shall be One Thousand Dollars (**\$1,000.00**) for each calendar day that the completion of the Project is so delayed beyond the expiration of the Contract Time.

5. INSURANCE REQUIREMENTS. As provided in Section 19 of the General Terms and Conditions, Service Provider shall procure and maintain from the Starting Date until final payment under this General Contract is made to the Service Provider, and shall require all subcontractors to so procure and maintain for all periods during which such subcontractors are performing any portion of the Work, the insurance described below in the coverage amounts described below.

- a. Builder's Risk Insurance or its equivalent on a so-called all risks basis (including collapse, but excluding coverage for earthquake and flood) on a completed value (non-reporting) form for the full Contract Price (as may be increased from time to time pursuant to Change Orders (as defined in the General Terms and Conditions) or full replacement value, whichever is the greater sum, covering the interest of the District, its Service Provider and subcontractors in all Work, including, without limitation, all materials and equipment stored on the site to be incorporated in such Work and all materials and equipment already incorporated in such Work.
- b. Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence. The policy(ies) so secured and maintained shall include coverage for Contractual or Assumed Liability, Contractors Protective (Contingency) Liability, Products Liability or Completed Operations, Hazardous Materials (required when the Contract involves removal of these materials), and Owned, Hired, and Non-owned Automobiles Insurance; and shall be endorsed to the name of the San Bernardino City Unified School District, its Board and all other indemnities described in Section 19, Subsection F of the General Terms and Conditions as additional insured's and shall provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Service Provider's insurance primary despite any conflicting provisions in the Service Provider's policy to the contrary. Coverage shall be maintained with no self-insured retention.
- c. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect it and all subcontractors from claims under Workers' Compensation Acts which may arise from operations under the Contract Documents, whether such operations be by the Service Provider or by any subcontractor or anyone directly or indirectly employed by either of them.
- d. All insurance coverage amounts specified above shall be Project-specific to this particular Work, and all such insurance shall cover only risks relating to or arising out of the Project and the Work. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of other work contracted for or being performed by the Service Provider.
- e. Such other insurance in amounts as the District may reasonably deem advisable from time to time for protection against claims, liabilities and losses arising out of or in connection with the Project or the Work; provided that, the additional cost of such insurance shall be added to the Contract Price pursuant to a Change Order in accordance with Section 9 of the General Terms and Conditions.

6. **PROVISIONS REQUIRED BY LAW**. Each and every provision of law and clause required to be inserted into this General Contract and the other Contract Documents shall be deemed to be inserted herein or therein (as applicable) and this General Contract and such other Contract Documents shall be read and enforced as though it were included herein or therein (as applicable), and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the General Contract or any of the other Contract documents (as applicable) shall forthwith be physically amended to make such insertion or correction.
7. **DESIGNATION OF PROJECT MANAGER AND INSPECTOR**. The Project manager/Engineer for the Project shall be Dilip Patel (or such other person or legal entity as the District may designate from time to time by written notice to the Service Provider), and the Inspector shall be Dilip Patel (or such other person or legal entity as the District may designate from time to time by written notice to the Service Provider).

The District's Project Manager and/or the District Technical Representative shall perform on-going inspections during construction. All work shall be performed in a high quality manner and the overall appearance shall be clean and neat in accordance with the Bid requirements.

8. **DUE AUTHORIZATION**. This General Contract is, and all Contract Documents to be executed by the Service Provider in connection with the Work and the Project will be, duly authorized, executed and delivered by the Service Provider, is and will be legal, valid and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and does not and will not violate any provisions of any agreement to which the Service Provider is a party or may become a party or to which it is subject or may become subject. The representations and warranties contained in this Section 8 shall be deemed to be remade each day throughout the term of the Contract.
9. **AUTHORIZATION OF SIGNATORIES**. Each individual and entity executing this General Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this General Contract to the terms and provisions hereof.
10. **COMPONENT PARTS OF THE CONTRACT**. The "Contract" consists of the following contract documents, including but not limited to RFP No. 16-09, all of which are component parts of the Contract as if herein set out in full or attached hereto (the "Contract Documents"):

- Notice to Firms Calling for RFP
- Instructions to Bidders
- Proposal Form
- List of Subcontractors
- Contractor's Certificate Regarding Worker's Compensation
- Non-collusion Affidavit
- General Contract
- Performance Bond
- Payment Bond
- General Terms and Conditions
- Special Conditions and any Supplementary General Terms and Conditions

Specifications
Addenda Nos. as issued
Project manager/Engineer Field Directives
Submittal Responses
Title 24 of the California Code of Regulations
California Building Code (2000 Edition)
Prevailing Wage Rate Tables

11. TERM OF AGREEMENT. The Term of Agreement is effective _____ through _____, unless other wised extended by the District. Other items may be ordered on an as needed basis and received throughout the term of the contract.

The District wishes to award a five (5) year contract to the successful bidder with the District's option to terminate annually without penalty of cost to the District. Purchase Orders will be issued on an as needed basis throughout the term of the contract.

The successful award of this bid by the Board must remain valid for at least five (5) years from Board award. The District retains the right to terminate the agreements annually without penalty or cost to the District.

RFP prices must remain firm for the initial on-year term, with exception of price decreases.

All of the above-listed Contract Documents are intended to be complementary. Work required by any one of the above-named items and not required by another shall be performed as if required by all.

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

DISTRICT:

**SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT**

Service Provider:

Service Provider Name

Authorized District Agent

Authorized Officer or Agent

SERVICE PROVIDER'S QUALIFICATION STATEMENT

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached if necessary. The District reserves the right to waive any irregularities in the information or documents provided.

If the same information is provided elsewhere in your proposal and qualifications materials, clearly identify such in the following questions.

SECTION A- GENERAL INFORMATION

Service Provider: _____

(as name appears on license)

Check one of the following: Corporation Partnership Sole Proprietorship Joint Venture

Address: _____

City, State, Zip: _____

Phone Number: _____ Facsimile Number: _____

License Number(s): _____

Expiration Date: _____

Tax ID Number: _____

Date Business Formed: _____ Date Incorporated: _____

If a corporation, under the laws of what state was corporation organized: _____

How many years has your organization been in business in California as a Service Provider under your present business name and license number? _____

SECTION B- LEGAL

- (1) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? Yes _____ No _____

If Yes, provide the name of the public agency and briefly detail the dispute:

- (2) Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? Yes _____ No _____

If Yes, provide details including the name of the other party:

(3) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation? Yes _____ No _____

If Yes, provide details:

(4) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

Yes _____ No _____

If Yes, provide details:

(5) Is your firm currently the debtor in a bankruptcy case? Yes _____ No _____

(6) Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? Yes _____ No _____

(7) Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, local law or regulatory violations related to construction? Yes _____ No _____

(8) Has your firm or any affiliated entity or subsidiary been determined by any public agency to be a non-responsible bidder in the last seven (7) years? Yes _____ No _____

(9) Has your firm been in bankruptcy at any time during the last five (5) years? Yes _____ No _____

If yes, please explain: _____

(10) Has your firm ever failed to complete a contract? Yes _____ No _____

If yes, explain: _____

- (11) Has any public agency or owner ever reported your firm, or any firm with which any of your company's owners, officers or partners were associated with, to any whistleblower hotline or similar complaint organization based on your performance of any services agreement, contract or other agreement? Yes _____ No _____

If yes, please explain: _____

- (12) Has your firm or any firm with which any of your company's owners, officers or partners were associated with ever returned payments to any governmental agency including, but not limited to, the Universal Service Administrative Company, Federal Communications Commission, arising out of or in any way connected to invoices submitted by your firm to a public agency or owner? Yes _____ No _____

If yes, please explain: _____

- (13) In the last three years, has your firm ever filed a claim against a school district in accordance with Government Code section 900 et seq.? Yes _____ No _____

If yes, please explain: _____

- (14) Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your firm's failure to comply with any **state or federal** prevailing wage laws? Yes _____ No _____

If yes, please explain: _____

SECTION C - FINANCIAL

- (15) To establish your firm's ability to complete its obligations under any agreement resulting from this RFP, a copy of your firm's most recent audited financial statement must be submitted (in a separate "sealed" envelope) with your proposal.

SECTION D – ADDITIONAL INFORMATION

- (16) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.
- (17) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Elaborate and discuss any potential, apparent or actual conflict of interest:

SIGNATURE

I, _____ (printed name) hereby declare that I am the _____ (title) of _____ (name of proposer) submitting this Prequalification statement; that I am duly authorized to execute this Prequalification Statement on behalf of the above-named company; and that all information set forth in this Prequalification Statement and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was Subscribed at _____ (location and city), County of _____, State of _____, on _____ (date).

(Signature)

**SERVICE PROVIDER'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700:

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

Principal _____

By _____

Typed or Printed Name _____

Title _____

Date _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Reference List

Service Provider Name: _____

RFP No.: 16-09

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

NONCOLLUSION AFFIDAVIT TO BE EXECUTED

BY PROPOSER AND SUBMITTED WITH RFP

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

_____, being first duly sworn,
deposes and says that he or she is of _____,
the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of,
any undisclosed person, partnership, company, association, organization, or corporation; that the
proposal 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 proposal, and has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, 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 price of the bidder or any other bidder,
or to fix any overhead, profit, or cost element of the 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 proposal are true; and, further, that the bidder has not,
directly or indirectly, submitted his or her 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 proposal.

(Signature)

(Typed Name)

State of California
County of _____

Equal Opportunity Certification

San Bernardino City Unified School District
777 N. "F" Street
San Bernardino, CA 92410
(909) 381-1126

Company _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____ Number of employees _____

Please check one of the following categories. This company is:

Minority Owned _____ Woman Owned _____ Disadvantaged _____

Disabled Veteran Owned _____ None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated: _____

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

"By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature _____

Printed Name _____

Title _____

Date _____

Fingerprint Certification

Fingerprint and Criminal Background Check Certification

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District "DISTRICT"** and the individual, company, or contractor named _____ "VENDOR," for provision of _____ services,

Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

A)

The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

~O R~

REQUEST FOR WAIVER:

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.

B) The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
 - Check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with pupils
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the Distri

Authorized VENDOR Signature Printed Name Title Date

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:

Office use only	<input type="checkbox"/> _____ <input type="checkbox"/> _____ By: _____ Date _____
	Chief Business and Financial Officer, Business Services Division OR Other Authorized District Agent
	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/>
	By: _____ Date _____ Dr. Perry Wisemam Asst. Superintendent, Human Resources Division OR Other Authorized District Agent

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

FAR Subpart 9.4—Debarment, Suspension, and Ineligibility

I am aware of and hereby certify that neither _____ nor
Name of Bidder

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ 20____ for the purposes of submission of this Bid.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ 20____ for the purposes of award of this contract.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Divisions 5, Title I of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the address of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractors total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this Bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specified more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total proposal, the subcontractor shall be deemed to be fully qualified to perform that portion of work and shall perform that portion as prime contractor.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original Bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which the original Bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total proposed cost as which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity and then only after finding reduced writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Portion of Work	Subcontractor	Address of Business

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
APPLICATION FOR USE OF SCHOOL BUILDING KEYS**

NAME OF ORGANIZATION

DATE

_____ HEREBY MAKES APPLICATION FOR
NAME OF INDIVIDUAL THE FOLLOWING KEYS

SCHOOL/SITE _____

NO.	KEY NO.	NO.	KEY NO.	NO.	KEY NO.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

THE UNDERSIGNED HEREBY AGREES TO BE PERSONALLY RESPONSIBLE, ON BEHALF OF ABOVE NAMED ORGANIZATION OR INDIVIDUAL, FOR ANY DAMAGE SUSTAINED BY THE SCHOOL BUILDING OR APPURTENANCES THEREOF ACCRUING THROUGH THE USE AND POSSESSION OF THE ABOVE MENTIONED KEYS, AND FURTHER AGREES TO CONFORM TO ALL RULES AND REGULATIONS OF THE S.B.C.U.S.D., BOARD OF EDUCATION, GOVERNING THE USE OF SCHOOL FACILITIES. THE UNDERSIGNED ALSO ACKNOWLEDGES RECEIPT OF THE SUMMARY OF ASBESTOS-CONTAINING BUILDING MATERIAL LOCATED AT THE SITE AT WHICH WORK IS TO BE PERFORMED.

DISTRICT KEYS MAY ONLY BE DUPLICATED BY AUTHORIZED DISTRICT LOCKSMITH. UNAUTHORIZED DUPLICATION OF DISTRICT KEYS IS A VIOLATION OF PENAL CODE SECTION 469, WHICH READS:

"ANY PERSON WHO KNOWINGLY MAKES, DUPLICATES, CAUSES TO BE DUPLICATED, OR USES, OR ATTEMPTS TO MAKE, DUPLICATE, CAUSE TO BE DUPLICATED, OR USE, OR HAS IN HIS POSSESSION ANY KEY TO A BUILDING OR OTHER AREA OWNED, OPERATED, OR CONTROLLED BY THE STATE OF CALIFORNIA, ANY STATE AGENCY, BOARD, OR COMMISSION, A COUNTY, CITY , OR ANY PUBLIC SCHOOL OR COMMUNITY COLLEGE DISTRICT WITHOUT AUTHORIZATION FROM THE PERSON IN CHARGE OF SUCH BUILDING OR AREA OR HIS DESIGNATED REPRESENTATIVE AND WITHOUT KNOWLEDGE OF THE LACK OF SUCH AUTHORIZATION IS GUILTY OF A MISDEMEANOR."

REIMBURSABLE COSTS TO THE DISTRICT FOR REKEYING SCHOOL SITES FOR ANY UNRETURNED MASTER KEYS WILL BE CHARGED TO THE BIDDER BASED ON THE FOLLOWING SCHEDULE:

ELEMENTARY - \$5,500.00 MIDDLE - \$7,500.00 HIGH - \$15,000.00

SIGNATURE OF APPLICANT _____
ADDRESS _____
TELEPHONE NO. _____

Estimated Date of Return _____ Checked Out By _____
Date of Return _____ Received By _____

RECEIVED \$ _____ AS KEY DEPOSIT
Cash Money Order/Cashier Check

PLEASE NOTE: \$250.00 deposit required for each key checked out, with a maximum number of 4 keys.

Date:

To: {Contractor or Company Name}

Subject: Notification of Asbestos Related Information

By receipt of this letter, your company is being advised of the availability of information relative to the location(s) of asbestos-containing building materials (ACBM) which your employees may come into contact with while performing services for the San Bernardino City Unified School District.

Existing Federal law, as contained in 40CFR, part 763.84(d) mandates that your workers be provided with this information before starting work in these areas. Each school facility has its own site specific "Management Plan" which contains this information. It is suggested that your workers review these documents for their work location.

The San Bernardino City Unified School District assumes no responsibility for providing your workers with training or protective equipment, which may be required by any federal, state or local regulatory enforcement agency.

Our District contact (AHERA "Designated Person") for any questions pertinent to this subject is Maintenance Manager. He may be contacted at (909) 388-6100.

Potential contractors are herein notified that Hazardous Materials, which could include asbestos related substances, may be present during the construction process. Contractors are strongly encouraged to obtain a copy of the Asbestos Hazardous Emergency Response Act (AHERA) documents on file in the Environmental Safety Office and to follow recognized practices if such materials are encountered during the course of the Work.

If hazardous materials are encountered, all Work in the affected area is to immediately cease and the Maintenance and Operations Director is to be notified immediately in order to insure timely mitigation of the potential problem.

I acknowledge that our company has been notified of the opportunity to receive the above referenced information:

Company Name _____

Company Phone _____ Company Fax _____

Company Authorized Representative _____
(Signature)

Company Authorized Representative _____
(Printed Legibly)

Date: _____, 2016

**CONTRACTOR'S CERTIFICATE
REGARDING ASBESTOS MATERIAL**

"I certify that all the materials and supplies installed under this contract

NAME OF CONTRACT: _____

are free of asbestos-containing materials."

Official Name of Contractor _____

By: _____

Title _____

Date _____

PAYMENT BOND

(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the

_____, hereinafter called "District", has awarded to
_____ hereinafter designated as the "Principal", a Notice of Intent
to Award Contract for the work described as follows:

WHEREAS, said contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;

*NOW THEREFORE, we, the undersigned contractor and _____
_____ as surety are held and firmly bound unto the*

_____ *District in the sum of*
_____ *Dollars (\$_____), for*

which payment 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 said contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the contractor and surety above named, on the _____ day of _____, 20____.

Surety

Contractor

By _____
Attorney-in-fact

PERFORMANCE BOND

WHEREAS, the _____
District by Board action on _____ 20_____, has awarded to
_____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, _____

Name of Principal
of _____

address _____

City of _____, State of _____, as Principal, and,

_____ a corporation organized and existing under the laws of the
State of _____, legally doing business in California as an admitted surety insurer at

_____, City of _____, State of California, as

Surety, are indebted to _____ District in the sum of _____ (\$
) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep an perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____.

Principal _____

By _____

Name _____

Typed or Printed Name

Corporate Seal

Title _____

Surety _____

(Attach Attorney in Fact Certificate)

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 of process in California)
_____	_____
_____	_____
Telephone: _____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
 COUNTY OF)

On _____ before me,
 _____,

(insert name and title of the officer)

a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

_____	(SEAL)
Notary Public in and for said State	
Commission expires: _____	

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