Alameda Unified School District

Request for Proposals (RFP) No. AUSD-2018-001
For
Wide Area Network Services
Alameda Unified School District, hereinafter referred to as (“District”), is soliciting proposals (“Proposals”) from interested and qualified firms hereinafter referred to as (“Bidder”) to provide Wide Area Network Services for Alameda Unified School District. The awarded Bidder, hereinafter referred to as (“Contractor”) shall provide Data Networking services, point-to-multipoint or multipoint to multipoint (Metro-e/MPLS/OPT-E-MAN/ASE svcs, aka Leased Lit Fiber) broadband access for District locations.

Contractor’s Requirements and Services will be as set forth in Attachment A, Scope of Work

This RFP is set out in the following format:

SECTION I: Introduction and Instructions to Bidders
SECTION II: Proposals Response Requirements
SECTION III: Model/Proposed Contract

PROPOSALS ARE DUE ON OR BEFORE February 26, 2018; 5:00 PM Pacific Standard Time (PST).

Proposals must be submitted in sealed packages (see complete instructions in Section I, Item C.)

All questions and inquiries related to this RFP must be requested through the District’s E-Rate Consultant (Rick Del Valle) at rick.delvalle@yahoo.com Answers will be provided by Rick Del Valle in e-mail format. Bidders are not to contact other District personnel with any questions or clarifications concerning this RFP.

THE ALAMEDA UNIFIED SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

☐ I have read, understood and agree to the terms and conditions herewith and I am submitting a response to this solicitation.

Date: __________________________ Company Name: __________________________

*Authorized Signature Print Name Title

*Authorized Signature Print Name Title

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

RETURN THIS SHEET WITH YOUR RESPONSE
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Introduction

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Instructions to Bidders
SECTION I: INTRODUCTION AND INSTRUCTIONS TO BIDDERS

A. INTRODUCTION
Alameda Unified School District (AUSD) wishes to receive proposals for Metro Ethernet-type broadband services in support of their Wide Area Network for E-Rate Funding Year 21 (2018-2019) and beyond.

The District has seventeen (17) school facilities and a District Office (D.O.) that are currently connected by 11 500Mb circuits, 6 1Gig circuits, and 1 10Gb circuit (District Office) fully managed Ethernet Optical network provided by AT&T. In addition, the network also extends to Alameda County Office of Education (ACOE) via a 2 GB link. The existing WAN contract expires on June 30, 2018.

Alameda Unified School District reserves the right to award all, or only a portion of the circuits, to any one vendor. Please be aware of this when providing a price quote for your services.

Alameda USD is asking for two (2) pricing options: provide costs to install and maintain 19 circuits with speeds/capacity as noted on Attachment C. If vendor does not offer the proposed capacity asked for on the Pricing Sheet, please respond with your next available speed/capacity for your product or service and identify those speeds on the Pricing Sheet. See Attachment C-Circuit Pricing Sheet for details.

The second pricing option (optional) will be to design and detail costs associated with providing Priority One equipment (switches or routers) to terminate the above transport services. Alameda USD will not have the option to own/purchase this equipment at the end of the lease, ensuring that these services can be considered as Priority One services under the E-Rate program.

Please provide pricing to include the capability to increase the speeds/capacity at any or all sites, plus the ability to install new circuits at sites not identified on the attachment, during the term of the contract, without having to redo or modify the contract as proposed.

The District wishes to receive vendor proposals for the period of 7/1/2018 to 6/30/2021 or up to 06/30/2025 if voluntary extensions are offered and invoked. The District wishes to receive contract pricing, for 3 years or 5 years. The 3-year and 5-year contracts can offer up to 2 one-year voluntary extensions as well.

B. PROPOSED TIME SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 29, 2018</td>
<td>Re-Release of RFP, E-Rate Form 470</td>
</tr>
<tr>
<td>February 9, 2018</td>
<td>Written Clarifications/Questions from Bidders (due by 2:00 PM PST)</td>
</tr>
<tr>
<td>February 26, 2018</td>
<td>Proposals Due Date (Closing Date) at 5 P.M. (PST)</td>
</tr>
<tr>
<td>February 28, 2018</td>
<td>Evaluation of Proposals Completed/Contracts awarded</td>
</tr>
<tr>
<td>March 13, 2018</td>
<td>Submission to School Board for Approval of Contract</td>
</tr>
</tbody>
</table>
C. INSTRUCTIONS TO BIDDERS AND PROCEDURES FOR SUBMITTAL

1. Should your firm elect not to submit a proposal, you are requested to return the RFP signature page accompanied by a letter confirming your proposal declination to the address noted below in Item C.2. The envelope should be clearly marked “Declination Enclosed.”

2. Clearly identified Proposals are due on or before **February 26, 2018 by 5:00 P.M. PST** and are to be delivered in a sealed package to:

   **Att: Rob van Herk**
   Alameda Unified School District
   RFP AUSD-2018-001 Wide Area Network Services
   2060 Challenger Drive
   Alameda, CA 94501

   ***Facsimile and e-mailed proposals will NOT be accepted.***

   ***Late proposals will not be accepted and returned unopened.***

   AUSD IT Department regular business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. PST.

   Proposals are to be clearly marked with the Company name, RFP Number, and the RFP Closing Date and Time on the exterior of the sealed package. Proposals must be time-stamped on the outside of the sealed package by the receptionist at AUSD District Office. It is the responsibility of the Bidder to ensure that delivery is made to the AUSD/District Office prior to the closing date and time for receipt of proposals.

   **Questions regarding the RFP shall be directed to:**
   **Rick Del Valle (E-Rate Consultant) at rick.delvalle@yahoo.com**

   All questions must be submitted in writing via e-mail to rick.delvalle@yahoo.com. No questions will be accepted after Friday, February 9, 2018 at 2:00pm PST. AUSD will attempt to post answers within 48 hours of receipt of questions on the website, but cannot guarantee a response to all questions. **Vendors are responsible for monitoring their e-mails for addendums, changes and questions and answers regarding this RFP.**

3. **Proposals must be valid for a period of 365 days** following the closing date and time for receipt of proposals. No proposal may be withdrawn after the submission date.

4. The Bidder’s Proposal must be signed by individuals authorized to bind the proposing entity.

5. **Each Bidder must provide four (2) hard copies of its proposal.** The original copy is to be clearly marked as “original” on the outside cover and contain an original signature(s). The proposal response is also to be provided on MS Word format on CD, DVD, or thumb/flash drive and included with the copy marked as “original”.

6. All written Proposals shall be submitted on standard 8.5 x 11-inch paper preferably in 3-ring binders. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Bidders responding to this RFP

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comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material may be referenced in any response if the material is included in the same section as additional information.

Electronic versions of the proposal shall be submitted on CD, DVD, or thumb drive must include:

a. Questionnaire (Microsoft Word format)
b. Model/Proposed Contract with any additions or deletions shown using “track changes” (Microsoft Word format)
c. Scope of Work with any additions or deletions shown using “track changes” (Microsoft Word format)

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 and Part 4 of Section II of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as “original.

7. **Proposals are not to be marked as confidential or proprietary. The District shall refuse to consider any Proposal so marked.** Proposals submitted in response to this RFP may be subject to public disclosure as permitted by the California Public Records Act. The District shall not be liable in any way for disclosure of any proposal, record, information or writing of any kind related to this RFP. Additionally, all Proposals shall become the property of the District. The District reserves the right to make use of any information or ideas in the Proposals submitted.

8. By submitting a Proposal, the Bidder represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of providing the services to achieve the District’s objectives.

9. Each Bidder must submit its Proposal in strict accordance with all requirements of this RFP, and an agreement to comply must be stated in the Proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the District’s consideration.

10. After the closing date and time for receipt of Proposals, evaluations and proposal clarifications, if required, will commence. Bidders judged most responsive to the District’s requirements may be asked to give an oral presentation on their proposals to the District staff. Selected Bidders should be prepared to make their presentation within three (3) calendar days’ notice and be prepared to discuss all aspects of their Proposal in detail, including technical questions regarding the Proposal. Bidders will not be allowed to alter or amend their Proposal through the use of the presentation process. The District, at its option, may also conduct an on-site inspection of the Bidder’s facilities, if deemed necessary.

11. The District reserves the right to negotiate and request to modify a Bidder’s Proposal as necessary to serve the best interests of the District. Proposal may be rejected as non-responsive if it is conditional, incomplete or deviates from specifications in this RFP. The District reserves the right to waive, at its discretion, any procedural irregularities, immaterial defects or other improprieties, which the District deems reasonably correctable or otherwise not warranting rejection of the Proposal. Waiver will not excuse a Bidder from full compliance.

12. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by the Bidder in:

a. Preparing its proposal in response to this RFP;
b. Submitting that proposal to the District;
c. Negotiating with the District any matter related to the Bidder’s Proposal; and
d. Any other expenses incurred by the Bidder prior to the date of award and
   execution/effective date, if any, of the Contract.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by
Bidders in the preparation of their proposals. Bidders shall not include any such expenses as
part of their proposals.

13. The District reserves the right to:

a. Negotiate the final Contract with any Bidder(s) as necessary to serve the best interests
   of the District,
b. Withdraw this RFP at any time without prior notice and make no representation that any
   contract be awarded to any Bidder responding to this RFP; or
c. Award its total requirements to one Bidder or to apportion those requirements among
   two or more Bidders as the District may deem to be in its best interest.

In addition, negotiations may or may not be conducted with Bidder; therefore, the Proposal
submitted should contain the Bidder’s most favorable terms and conditions, since the
selection and award may be made without discussion with any Bidder. Furthermore, the
District makes no representations that any Contract will be awarded to any Bidder responding
to this RFP.

14. Where two or more Bidders desire to submit a single Proposal in response to this RFP, they
should do so on a prime/subcontractor basis rather than as a convenient or one-time joint
venture. The District intends to contract with a single firm or multiple firms but not with
multiple firms doing business as a temporary joint venture.

15. Each Bidder is encouraged to be responsive to the requirements stated in this RFP. If,
however, any Bidder believes that it can offer substantial cost/benefit and/or performance
advantages, the District shall consider and may accept alternate proposals. Alternate
proposals must specify how they deviate from the requirements and describe the cost
reduction or other benefits to be achieved. Alternate proposals must meet or exceed the intent
of the RFP’s Section III, Model/Proposed Contract’s Attachment A, Scope of Work; must
conform to all possible other requirements of proposal submittal; and must be submitted as
separate proposals clearly marked “Alternate” on the outside cover.

16. Bidders shall use Attachment B, Compensation/Payment Schedule of the Model Contract,
Section III to indicate all pricing/applicable fees. Attachment C will be used to indicate the
total pricing per circuit/location and the total pricing for all services, including the optional
Priority One equipment and services.

17. Protest Procedure: Any actual or prospective proposer or Contractor who alleges a
grievance by the solicitation or award of a Contract may submit a grievance or protest to the
appropriate agency/department Deputy Purchasing Agent.

Procedure

All protests shall be typed under the protester’s letterhead and submitted in accordance with
the provisions stated herein. All protests shall include at a minimum the following
information:

• The name, address and telephone number of the protester;
• The signature of the protester or the protester’s representative;
• The solicitation or Contract number;
• A detailed statement of the legal and/or factual grounds for the protest; and
• The form of relief requested.

Protest of RFP Specifications:

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All protests related to RFP specifications must be submitted to the assigned buyer no later than five (5) business days prior to the close of the RFP. Protests received after the five (5) business day deadline will not be considered by the District.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, protester must still submit a proposal prior to the close of the solicitation in accordance with the RFP submittal procedures provided in the proposal.

**Protest of Award of Contract:**

In protests related to the award of a Contract, the protest must be submitted no later than five (5) business days after the notice of the proposed Contract award is provided by the assigned buyer. Protests relating to a proposed Contract award which are received after the five (5) business day deadline will not be considered by the District.

**Protest Process**

- In the event of a timely protest, the District shall not proceed with the solicitation or award of the Contract until the assigned buyer, the District Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.

- Upon receipt of a timely protest, the assigned buyer will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

- The District may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the Contract is necessary to protect the substantial interests of the District. The award of a Contract shall in no way compromise the protester’s right to the protest procedures outlined herein.

- If the protester disagrees with the decision of the assigned buyer, the protester may submit a written notice to the Office of the District Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

**Appeal Process**

If the protester wishes to appeal the decision of the assigned buyer, the protester must submit, within three (3) business days from receipt of the assigned buyer’s decision, a written appeal to the Office of the District Purchasing Agent.

Within fifteen (15) business days, the District Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the District Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.
D. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The District shall use the following criteria in its evaluations and comparisons of Bidder(s). No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Bidder(s) whose proposal is most advantageous to the District, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of costs as an evaluation criterion does not require the District to select the Bidder(s) with the lowest cost proposal.

Proposals will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel.

Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence, not in the order of importance:

Proposals will be evaluated based on the following categories:

1. The Vendor’s performance based on K-12 references (max 10 points)
2. Past experience with AUSD (max 10 points)
3. Products proposed/speed of service (max 25 points)
4. Cost of service (max 45 points)
5. Local availability and support (max 10 points)

Cost is the most important category, but not the only decision-making factor. It is preferred that the service provider have ownership of the lines/circuits at the time of the proposal rather than acquired after selection; more points will be awarded in the third category if proposer owns the circuits. Including cost and other factors, Alameda USD reserves the right to award this contract not to the lowest cost provider, but the most cost-effective provider based on the highest total amount of points awarded across all of the above categories.

Include an estimated (or actual) cost for all applicable fees, taxes, and surcharges and if any of the charges are ineligible for E-Rate. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set up charges.

All pricing as proposed in Proposer’s solution must conform to E-Rate rules and regulations, as well as FCC mandates, as it applies to Lowest Corresponding Price, and must be proposed as a separate contract price, independent of the District’s ability to use any ‘master contract’ or ‘piggy-back contract’ pricing element. In addition, California Teleconnect Fund (CTF) discounts must be applied, therefor vendor’s services must be eligible for both E-Rate and CTF discounts.

Following the initial evaluation process, the highest ranking Bidder(s) (if deemed necessary by the evaluation panel) may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information, and is required to provide demonstration, 2-hour maximum presentation, of their proposal. In addition, Bidder(s) may be required to provide an on-site interview or clarification as it relates to the requested and/or proposed services.
E. SELECTION/AWARD PROCESS

Upon completion of the evaluation process, the Evaluation Panel shall make a recommendation for award to the Assigned Buyer(s). The recommendation for award will be presented to the District’s School Board for approval of the Contract for the services requested in this solicitation.

The Model/Proposed Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments and exhibits, and to reflect the Bidder’s proposal and qualifications.

Negotiations may or may not be conducted with the finalists; therefore, the proposal submitted shall contain Bidder's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification.

Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Bidder’s inability to comply with any of the provisions thereof are to be declared in the Bidder’s proposal, Section II, entitled “Proposal Response Requirements”, Part 4, Statement of Compliance, Page 16. Any additional exceptions to the terms and conditions made by any Bidder after submission of its proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, the District, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.
SECTION II

PROPOSALS RESPONSE REQUIREMENTS
SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, with sufficient detail to allow for accurate evaluation and comparative analysis.

Responses must be indexed in the following order with individual tabs for each underscored numbered Parts: (There are 12 tabbed sections.) List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Qualifications

The following is the criteria for a Bidder to be considered as an eligible candidate submitting a proposal on the requested services described in this RFP.

Bidder must meet all of the following minimum requirements:

1. The Bidder(s) shall have a minimum of five (5) years’ experience in providing and maintaining wide area network services.
2. Bidder(s) must provide their E-Rate Service Provider Identification Number (SPIN).

PART 1

(Complete this form and submit as Part 1 in first tabbed section of response)

1. Cover Page

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Bidder. If the Bidder is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signatory to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection. All Proposals shall include in this first tabbed section, the first page of this RFP and any subsequent addenda issued to this RFP.

2. Validity of Proposal

The Bidder shall state the length of time for which the submitted proposal shall remain valid. The District requires a period of at least three hundred sixty five (365) days following the date for submission of proposals. Proposals which are not valid for at least three hundred sixty five (365) days will be considered non-responsive. No proposal may be withdrawn after the closing date and time. Please state below how long this Proposal will be valid for.

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<tr>
<th>Validity of Response (in days)</th>
<th>Signature required</th>
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3. **Certification of Understanding**

The District assumes no responsibility for any understanding of the Bidder or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

A. Such understanding or representations are expressly stated in the Contract; and
B. The Contract expressly provides that the District therefore assumes the responsibility.

Representations made but not so expressly stated and for which liability is not expressly assumed by the District in the Contract shall be deemed only for the information of the Bidder.

By signing below, Bidder certifies that such understanding has been considered in this response.

________________________________________
Signature required

4. **Certification of Independent Price Determination**

Bidder shall certify that its proposal submission is made independently and without collusion with other Bidders. Specifically, Bidders shall provide the following certification:

“I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same Contract items and is, in all respects, fair and without collusion or fraud. I understand collusive proposals are a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Bidder.”

________________________________________
Signature of Authorized Company Representative

5. **Minimum Qualifications Statement**

Bidder shall certify that it meets all minimum qualifications and requirements set forth above in this Section II by signing below.

________________________________________
Signature required

6. **Certificate of Insurance**

The Bidder shall certify their willingness and ability to provide the required insurance coverage and certificates as set forth in the Model/Proposed Contract in Section III of this RFP within 10 calendar days of notification of selection for award of contract, by signing below (see General Terms and Conditions, Article “P” for insurance requirements.)

________________________________________
Signature required

If Bidder is unwilling or unable to provide the required insurance coverage, such exception to the Model Contract must be specifically made as required by this RFP, see PART 4, Statement of Compliance, below.
7. **Conflict of Interest**

Disclose any financial, business or other relationship with the District or other entity that the District School Board governs, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you proposed to provide. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

Signature required

**PART 2:**

**Company Profile**

(Complete this form and submit as Part 2 in second tabbed section of response)

Each Bidder shall submit the following information:

a. State the company’s official name, address, telephone, facsimile numbers, email address, and the names and titles of its principal officers. Indicate what type of entity, such as corporation, partnership, joint venture, sole proprietorship, etc. Indicate if your firm is incorporated and, if so, furnish the State of incorporation.

- If your entity is an incorporated joint venture, submit a current copy of the Joint Venture Agreement;
- If your firm is a sole proprietorship doing business under a different name, indicate the sole proprietorship’s name and the name(s) you are doing or have done business as a (DBA) or also known as (ADA);
- Provide your firm’s federal Employer I.D. Number; and
- W-9 form

b. List the names of individuals or organizations owning 10% or more of your organization.

c. Provide the history of your firm, regarding acquisitions, buyouts or mergers with other firms or entities for the past ten years;

d. Provide the details of any investigation, filing of any cause of action or judgment by any California or Federal regulatory agency against your firm;

e. State any failures or refusals to complete any contracts/agreements with a complete explanation;

f. Indicate the number of years in business under the present business name;

g. Indicate your firms’ number of years of experience in providing required, equivalent or related products and services and the number of years of experience claimed by your firm but differentiated by your firm’s experience under a prior name(s);

h. Submit a detailed statement indicating whether the Bidder is totally or partially owned by another business organization or individual that will be providing services, supplies, materials, or equipment to meet the requirements of the Contract (if so, name the business, define its services and indicate its optional or mandatory elements in pricing).
**Financial Information**
(Complete this section and submit as Part 3 in third tabbed section of response)

Each Proposal must include the following statement or responses:

a. **Financial Information**
   The Bidder agrees to present a complete financial statement in conformity with generally accepted accounting principles for the most recent reporting period or other suitable proof of the Bidder’s financial status and stability within seven calendar days upon request by the District.

b. **Bankruptcy Information**
   Have you, your company, or any companies you have had a controlling interest in ever been declared bankrupt? If yes, provide a statement indicating the bankruptcy date, court jurisdiction, trustee’s name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy.

c. **Pending Litigation**
   Provide detailed information regarding any litigation, liens or claims involving Bidder.

**PART 4:**
**Statement of Compliance**
(Complete this form and submit as Part 4 in fourth tabbed section of response)

a. **Statement of Compliance**
   Include in this tabbed section either a statement of compliance with all parts of this RFP and the Model/Proposed Contract or a complete listing of exceptions and suggested changes, along with any cost impact and schedule changes.

(1) Proposal must certify either (a) or (b) below:

   (a) This Proposal is in strict compliance with said RFP, including the Model/Proposed Contract’s Terms and Conditions set forth in Section III and no exceptions thereto are proposed.

   __________________________________________
   Signature required

   **OR**

   (b) This Proposal is in general compliance with said RFP, including the Model/Proposed Contract’s Terms and Conditions set forth in Section III, except for those proposed exceptions listed in a separate attachment hereto.

   __________________________________________
   Signature required

   The attachment must include for each proposed exception:

   i. the suggested rewording;
ii. reasons for submitting the proposed exception; and
iii. any impact the proposed exception may have on cost, scheduling or other areas.

b. **Model/Proposed Contract Terms and Conditions**

Besides submitting the proposed exceptions as specified above in 4.a. (1). (b), submit Section III, Model/Proposed Contract in its entirety marked up with any proposed and substituted language as applicable to the anticipated resultant Contract. Include Attachments A through C, if any of these Attachments contain exceptions, also marked up with any proposed and substituted language as applicable to the anticipated resultant Contract or if any of these Attachments require inserted responses.

**PART 5:**

**References**

(Complete this form and submit as Part 5 in fifth tabbed section of response)

The Bidder shall include a list of five references, preferably School District/local government accounts within California, for whom Bidder has provided services of the nature and scope as set forth in this RFP within the last three years; and for each reference listed, include the government’s, School District’s, or entity’s name and address, contact person’s name, telephone number and email address, a brief description of the services provided and the date and dollar amount of the Contract.

**PART 6:**

**Proposed Methodology for Providing Services**

(Complete this form and submit as Part 6 in sixth tabbed section of response)

Bidders shall describe in detail the methodology by which they would provide the required services. Describe implementation plan and schedule for all sites listed in Attachment C.

Bidders must ensure that District will receive accurate invoicing within 60 days of the term commencement date. E-Rate and CTF discounts should be applied within 60 days of funding or submission approval. Bidders shall submit to District all documents necessary to receive these discounts in a timely manner.

Bidders shall describe their responsibilities in regard to the conversion of the circuits.

Bidders must provide standard installation time frames, response to issues, escalation procedures and restoration time periods for all services proposed.

Bidders must provide responses to the following questions:

1. Will Bidder take responsibility for coordinating the conversions with the existing circuit vendor?
2. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? Specify such detail.
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Does Bidder have a local office for service? Will District account team be located in Alameda for the duration of the contract?
5. Does Bidder have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, Bidders must provide contact information for escalation of
unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

6. What type of managerial reports are offered (i.e., by number, location, service, bandwidth utilization, service performance, Etc.)?

7. Can these managerial reports be customized?

**PART 7:**

**Subcontractors List Requirements**

(Complete this form and submit as Part 7 in seventh tabbed section of response)

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (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 bidder (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 bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies 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 bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid 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 bidder's (prime contractor's) total bid 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 bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

<table>
<thead>
<tr>
<th>Type of Trade, labor or service</th>
<th>Name &amp; License # of Subcontractor License</th>
<th>Complete Address (Name of City Not Sufficient) and Telephone No.*</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUIRED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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PART 8:  

**Technical Response Requirements**  
(Complete this form and submit as Part 8 in eighth tabbed section of response)

Provide a thorough description of your understanding of the project requirements through a detailed narrative, including the Bidder’s understanding of its responsibilities for tasks, deliverables, milestones, and/or services and its approach to meeting this RFP’s overall and specific goals, objectives, requirements, and standards as set forth in Attachment A, Scope of Work. 
Provide a detailed overview of proposed network capabilities, especially in regard to design, security, reliability, redundancy, and fault tolerance.

PART 9:  

**Network Capabilities**  
(Complete this form and submit as Part 9 in ninth tabbed section of response)

Provide a detailed overview of your proposed network capabilities, especially in regard to design, security, reliability, redundancy and fault tolerance.

PART 10:  

**Surcharges, Fees, Cost, Taxes, etc.**
AUSD current Wide Area Network Provider:

- Data Services-ASE broadband service: AT&T

For each of the above services you will bid on, please answer the following:

1. What are the surcharges, extra fees, etc. that are going to appear on AUSD bills? Are there any other fees associated with your rates? Such charges could include costs for specialized billing, paper invoice, software, etc. Please list and describe each in detail.

2. What are the applicable taxes and government surcharges and estimated costs? Bidders shall note that school districts are exempt from Federal excise taxes.

3. What are the costs associated with switching to your service? Are these costs waived or reimbursed by the Bidder? Include all direct and indirect charges that may apply to this conversion.

4. Include any programming, training, or applicable charges associated with changing to your services.

5. Does Bidder reimburse AUSD for costs incurred for switching back to the old service if AUSD is not satisfied? If so, specify any requirements and limitations in detail.

6. Describe any applicable minimum annual commitment requirements. Bidders shall state if these commitments are based upon “pre or Post” discounted rates. Also, Bidders shall list pricing components considered in the calculations of the commitment amount.

7. All other charges that AUSD will be subject to must be fully listed and detailed herein.

PART 11:

Pricing

(Complete Attachment C- Pricing Sheet and submit as Part 11 in eleventh tabbed section of response)

Bidders must provide pricing for all line items listed. Prices shall be inclusive of all costs necessary to provide the services in this solicitation.

PART 12:

Alternative Pricing Options

(Complete this section and submit as Part 12 in third tabbed section of response)

Bidders must provide pricing for all line items listed and proposed additional connections to complete a mesh design. Prices shall be inclusive of all costs necessary to provide the services in this solicitation.
Section III

MODEL CONTRACT

FOR

WIDE AREA NETWORK SERVICES
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MODEL/PROPOSED CONTRACT
For
WIDE AREA NETWORK SERVICES

This Agreement to provide Wide Area Network Services, hereinafter referred to as (“Contract”), is made and entered into as of the date fully executed by and between the Alameda Unified School District, with a place of business at 2060 Challenger Drive, Alameda, CA, 94501 hereinafter referred to as (“District”), and (Company Name), with a place of business at (Address); hereinafter referred to as (“Contractor”), with District and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

RECTORALS

WHEREAS, Contractor responded to the RFP for Wide Area Network Services; and

WHEREAS, the Contractor responded and represents that its services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the District School Board has authorized the Purchasing Agent or his designee to enter into a Contract with Contractor for Wide Area Network Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

SECTION 1 - TERMS AND CONDITIONS:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the District will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence on July 1, 2018 or upon execution of all necessary signatures, whichever comes later, and continue for three, or five, calendar years from that date, unless otherwise terminated by District. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional 1-year periods. The District does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the Alameda Unified School District Board.

4. Compensation and Payment: The Contractor agrees to accept the specified compensation, as set forth in Attachment B, Pricing, Compensation and Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.

5. Audits/Inspections: Contractor agrees to permit the District’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the District) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The District will provide reasonable notice of such an audit or inspection.

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The District reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the District to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the District’s project manager.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the District may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
   c. Offset against any monies billed by the Contractor but yet unpaid by the District those monies disallowed pursuant to the above.
   d. District may terminate the Contract immediately without penalty.

Nothing in this section shall limit the District’s right to terminate this Contract pursuant to Section K herein.

7. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the Alameda Unified School District Board for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the District.

8. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to District; and inclusion of sufficient funding for the services hereunder in the budget approved by District’s School Board for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, District may immediately terminate or modify this Contract without penalty.

9. **Expenditure Limit:** The Contractor shall notify the Alameda Unified School District’s assigned buyer in writing when the expenditures against the contract reach 75 percent of the dollar limit on the Contract. The District will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the contract unless a change order to cover those costs has been issued.

10. **E-Rate Funding:** District’s obligation to procure services provided under this Contract are contingent upon AUSD receiving a fully funded E-Rate Funding Commitment Decision Letter (FCDL) for each year of eligible services, being able to fully participate in the CTF program and that it is in the best interest of AUSD. AUSD reserves the right to cancel this Contract at any time or limit quantities due to insufficient or non-appropriation of funds. No termination liability penalties will apply if E-Rate money discounts are denied, reduced, or discontinued, or if the CTF discounts are denied, reduced, or discontinued or if it is not in the best interest of the District.

11. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds,
is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.

12. **Termination-Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from District and cured such default within the time specified in the notice, the District shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the District may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

13. **Termination – Orderly:** After receipt of a termination notice from the Alameda Unified School District, the Contractor shall submit to the District a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the District upon written requests of the Contractor. Upon termination, District agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

14. **Termination – Convenience of the District:** The District may terminate performance of work under this contract for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the District’s interest. The agency/department assigned buyer shall terminate the contract by delivering to the contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The contractor shall:

1. Stop work as specified in the notice of termination;
2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
3. Terminate all orders and subcontracts to the extent they relate to the work terminated;
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
5. As directed by the assigned buyer transfer title and deliver to the District (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans,
drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the District;

6. Complete performance of the work not terminated; and

7. Take any action that may be necessary or as the District may direct for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the District has or may acquire an interest and to mitigate any potential damages or requests for contract adjustment or termination settlement to the maximum practical extent.

At the completion of the contractor’s termination efforts, the contractor may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the contractor shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the District. The contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the District upon written request of the contractor within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

The contractor and the District may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total contract price as reduced by (a) the amount of payment previously made and (b) the contract price of work not terminated. The contract shall be amended and the contractor paid the agreed amount.

If the contractor and the District fail to agree on the whole amount to be paid because of the termination of work, the District shall pay the contractor the amounts determined by the District as follows, but without duplication of any amounts agreed on as set forth above:

1. The contract price for completed supplies or services accepted by the District (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and

2. Except for normal spoiling and except to the extent that the District expressly assumes the risk of loss, the District shall exclude from the amounts payable to the contractor the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District.

The contractor shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated contract or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The contractor shall have the right to appeal, under the District’s protest procedure, any determination made by the District, except that if the contractor failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the contractor under this clause, there shall be deducted:

1. All payment to the contractor under the terminated portion of this contract;

2. Any claim which the District has against the contractor under this or any other contract; and
3. The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the contractor or sold under the provisions of this clause and not recovered by or credited to the District.

If the termination is partial, the contractor may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the contract. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the contractor for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the agency/department.

The District may:

1. Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the contractor for their terminated portion of the contract, if the District believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and

2. If the total payments exceed the amount finally determined to be due, the contractor shall repay the excess to the District upon demand.

In determining the amount payable to the contractor and notwithstanding any other provision, if it appears that the contractor would have sustained a loss on the entire contract had it been completed, the District shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this contract or by statute, the contractor shall maintain all records and documents relating to the terminated portion of this contract for three years after final settlement. This includes all books and other evidence bearing on the contractor's costs and expenses under this contract. The contractor shall make these records and documents available to the District, at the contractor's office, at all reasonable times, without any direct charge. If approved by the District, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

15. **California Public Records Act:** This Contract, the Contractor's response and the purchasing file are subject to public disclosure as permitted by the California Public Records Act. Regardless of any identification otherwise, including marking of pages in the Contractor's response, this Contract, or the purchasing file as "confidential" or "proprietary," all such information shall become a part of the public record. The District shall not in any way be liable or responsible for the disclosure of any such records.

16. **Ownership of Documents:** The District has permanent ownership of all directly connected and derivative materials produced under this contract by the contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the District and may be used by the District as it may require without additional cost to the District. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the contractor without the express written consent of the District.

17. **Data-Title To:** All materials, documents, data or information obtained from the District data files or any District medium furnished to the contractor in the performance of this contract will at all times remain the property of the District. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the District. All materials, documents, data or information, including copies, must be returned to the District at the end of this contract.

18. **Stop Work:** The District may, at any time, by written stop work order to the contractor, require the contractor to stop all or any part of the work called for by this contract for a period of 90 days after the stop work order is delivered to the contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the contractor shall immediately comply with its
terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the contractor or within any extension of that period to which the parties shall have agreed, the District shall either:

1. Cancel the stop work order; or
2. Terminate work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the contractor shall resume work. The District shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified in writing accordingly if:

1. The stop work order results in an increase in the time required or in the contractor’s cost properly allocable to the performance of any part of this contract; and
2. The contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the District decides the facts justify the action, the District may receive and act upon a proposal submitted at any time before final payment under this contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, “Termination - Convenience of District,” the District shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the District shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the contractor that provides for adjustment and is affected by any stop work order under this clause. The District shall not be liable to the contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

19. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

20. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the District through the District’s project manager.

21. Contractor Bankruptcy/Insolvency: If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor’s insolvency, the District may terminate this Contract.

22. Contractor Personnel - Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace;
   b. The organization’s policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

   a. Will receive a copy of the company’s drug-free policy statement; and
   b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future District contracts if the District determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

23. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on District sites during the performance of work and services under this contract. The District will not provide free parking for any service in the District Civic Center.

24. **Personnel Warranty:** The Contractor warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on District property. AUSD/Purchasing must be notified in writing, within seven (7) days upon notice of award, of the procedure to be used prior to beginning work and be notified seven (7) days prior to any changes in the procedure.

25. **Project Administration:** The Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this Contract. This Project Manager shall be subject to the approval of the District and shall not be changed without the written consent of the District's Project Manager, which consent shall not be unreasonably withheld.

The District shall appoint a Project Manager who will act as liaison between the District and the Contractor during the term of this Contract; said Project Manager shall coordinate the activities of the District staff assigned to work with the Contractor.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines and milestones. Key personnel are those individuals who report directly to the Contractor's Project Manager for tasks, deliverables and/or services in support of the requirements in this Contract.

The District's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The District's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar
days after written notice by the District’s Project Manager. The District’s Project Manager shall review and approve the appointment of the replacement the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

The Contractor reserves the right to, from time to time, employ, retain or engage assistant services of others as the Contractor deems necessary, in order to properly perform the duties and obligations required of the Contractor under this Contract at the Contractor’s cost. The District maintains the right to request the replacement of an individual providing these services should the services of an individual retained by the Contractor proves not to meet with the District’s approval. The Contractor shall accomplish the removal within 14 calendar days after written notice by the District’s Project Manager.

All communications to be provided by the Contractor to the District and all requests from the District to the Contractor pursuant to the terms and conditions of this Contract shall be communicated in writing by and between the Contractors’ authorized Project Manager and the District’s authorized Project Manager, unless otherwise specified herein. In order to facilitate good and meaningful communications between the parties and to permit each to complement the otherwise’ attainment of milestones, tasks, deliverables, and/or services, the parties mutually agree that all written communications shall be responded to as fully a possible given that party’s then existing knowledge and capabilities to discover within ten calendar days, which shall be read as “reasonable,” whenever such language appears or exigency requires within or during the performance of this Contract. Failure of either party to comply with this minimum required response time frame may serve to provide justifiable excuse under disputes referred to the District’s Purchasing Agent pursuant to Article No. 22 for missed milestones, tasks, deliverables, and/or services resulting therefrom, provided that such response required is substantive and material to the completion of the in question milestones, tasks, deliverables, and/or services.

26. **Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all reports, and other services furnished by Contractor under this Contract. Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this Contract and in accordance with this Contract. Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

The Contractor warrants that all persons employed by Contractor have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

27. **Conflict of Interest:** The Alameda Unified School District’s Board policy prohibits its public employees from engaging in activities involving conflict of interest. The Contractor shall not during the term of this Contract employ any District employee for any purpose in relation to performance hereunder. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

28. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and District safety and health regulations and laws.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon
actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:  
Name:  
Address:  
Attn:  
Telephone:  
Fax:  
E-mail:

For District:  
Alameda Unified School District  
Attn: Purchasing & Contract Services  
2060 Challenger Drive  
Alameda, CA 94501  

30. **Conflict with Existing Law:** The Contractor and the District agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

31. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor and the District’s Project Manager, such matter shall be brought to the attention of the District Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the District, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the District is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the District shall be expressly identified as such, shall be in writing, and shall be signed by the District Purchasing Agent or his designee. If the District fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions.
32. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the District. The District assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the District are expressly stated in the Contract.

33. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the District’s assigned buyer. If disagreement exists between the Contractor and the District’s assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the District’s Purchasing Agent or his designee.

34. **Limitations of Actions:** No action, regardless of form, arising out of this contract may be brought by either party more than two years after the cause of the action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment, except where either party, within two years after a cause of action has arisen, provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four years from the time the cause of action arose.

35. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (such as those provisions set forth in the recitals and articles of this Contract), then the attachments.

36. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract Agreement. All price decreases will automatically be extended to the Alameda Unified School District. The District requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The District may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

37. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior District written approval.

38. **Amendments-Changes/Extra Work:** The Contractor shall make no changes to this agreement without the District’s written consent. In the event that there are new or unforeseen requirements, the District with the contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this agreement. If District-initiated changes or changes in laws or government regulations affect price, the contractor’s ability to deliver services, or the project schedule, the contractor shall give the District written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the District and the contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by the District-assigned buyer, shall require the mutual consent of all parties, and may be subject to approval by the District School Board. Nothing herein shall prohibit the contractor from proceeding with the work as set forth in this contract.

39. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the District assigned buyer.
40. **Usage:** No guarantee is given by the District to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services as needed by the Alameda Unified School District, at the hourly fixed rate listed in the Contract.

41. **Waivers-Contract:** The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

42. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.

43. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any others provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

**SECTION 2 - GENERAL TERMS AND CONDITIONS:**

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another District.

B. **Entire Contract:** This Contract, including its Attachments and Exhibits, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any District employee or agent, including but not limited to installers of software, shall not be valid or binding on District unless accepted in writing District’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”

C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery:** Time of delivery of services is of the essence in this Contract. District reserves the right to refuse any services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by District.

F. **Acceptance/Payment:** Payment shall be made in arrears for Services rendered in accordance with Attachment B – Compensation/Payment Schedule.

G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold District and its indemnities as identified in paragraph “P” below, and as more fully described in paragraph “P”, harmless from liability, loss,
damage and expense, including reasonable counsel fees, incurred or sustained by District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “P” below, it shall indemnify, defend and hold District and District INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.

I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of District. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of District shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons or any other protected class under anti-discrimination law or regulation. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including, but not limited to, Section 1720 et seq. of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, District has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by District of its right to terminate the Contract shall relieve District of all further obligations.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

N. **Independent Contractor:** Contractor shall be considered an Independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of District. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers’ compensation or other fringe benefits of any kind through District.

O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to District’s satisfaction. Contractor shall be responsible for the
professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of District required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **Insurance Provision:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the District Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the District for the full term of this contract, the District may terminate this contract.

**Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
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<td>$2,000,000 aggregate</td>
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<tr>
<td>Automobile Liability including owned, non-owned</td>
<td>$1,000,000 per occurrence</td>
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<td>and hired vehicles</td>
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<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
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<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims made or per occurrence</td>
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</table>
Employers’ Liability Insurance | $1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the Alameda Unified School District, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the contractor’s insurance is primary and any insurance or self-insurance maintained by the Alameda Unified School District shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the Alameda Unified School District and members of the School Board, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the Alameda Unified School District, and members of the School Board, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the Alameda Unified School District 30 days’ notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

District expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Alameda Unified School District Risk Manager as appropriate to adequately protect District.

District shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with District incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and District shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in
accordance with the requirements of paragraph “P” above, indemnify, defend, and hold District harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. **Changes**: Contractor shall make no changes in the work or perform any additional work without the District’s specific written approval.

S. **Change of Ownership**: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of District.

T. **Force Majeure**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to District within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

U. **Confidentiality**: Contractor agrees to maintain the confidentiality of all District and District and District-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

V. **Compliance with Laws**: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by District in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by District. Contractor acknowledges that District is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “P” above, Contractor agrees that it shall defend, indemnify and hold District and District INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. **Freight (F.O.B. Destination)**: Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. **Pricing**: The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

Y. **Waiver of Jury Trial**: Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

Z. **Terms and Conditions**: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. **Headings**: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorney’s Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.

EE. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law.

The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its elected and appointed officials, officers, employees, agents and those special districts and agencies which District’s School Board acts as the governing Board (“DISTRICT INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and District by a court of competent jurisdiction because of the concurrent active negligence of District or DISTRICT INDEMNITEES, Contractor and District agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
MODEL CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*

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<th>Title</th>
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* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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Alameda Unified School District

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ATTACHMENT A

SCOPE OF WORK
AND
TECHNICAL SPECIFICATIONS

A. INTRODUCTION

The purpose of this RFP is to provide the AUSD with a qualified wide area network services provider who can meet the current and future service needs of AUSD in the most cost-effective manner.

Provide Data Networking services – point-to-multipoint, multipoint to multipoint, point–to-point (Metro-e/MPLS) broadband access, for AUSD locations. Minimum 500Mbs and up to 1Gbs for Elementary Schools, Minimum 1Gb and up to 5Gbs for Middle/High Schools. District Office will need a minimum of 10Gbs, and a growth capability up to 30Gbs.

Priority One equipment is to be offered as an option. The District will not take ownership of this equipment at any time, as this will be an E-Rate eligible element of the network solution as proposed by the bidder.

Contractor must propose a network architecture that meets the data security and transport needs of AUSD.

The quantities described will be estimates only; AUSD shall not be obligated to purchase any particular quantity of services detailed herein.

The Wide Area Network service requirements:

B. The AUSD District Office – Data Center is to serve as the aggregation point for the network.

C. All AUSD remote school sites shall aggregate to the District Office.

D. All school/District sites will have a minimum of at least 500Mbs, and up to 5GBs, see attachment C for specific needs by site. The District Office will have a minimum 10Gig, full duplex capability, with growth capability built into any signed contract of up to 30Gig. See Attachment C for specific bandwidth needs for each site.

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

F. The Contractor/Carrier shall deliver the full bandwidth from each school directly to the D.O. on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have individual circuits terminating directly at the D.O. Data Center. This is the preferred method of providing the service to Alameda Unified School District.

G. The service at all sites with a max speed of 5Gig shall terminate on an RJ45 standard Ethernet jack with a 1 Gigabit full duplex handoff, or fiber equivalent. The service at all other sites shall terminate into a single mode LC fiber connection. The exact site of the demarcation in the MDF at the sites listed in Attachment C of this RFP shall be determined by AUSD technical staff.

H. The District Office will require a minimum aggregated bandwidth of ten (10) Gigabits into the Metro Ethernet Network to support all the campus access rates. This can be either a single connection or multiple point-to-point connections, with again the preference being a single aggregated handoff.
I. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other “partitioning” scheme. The Vendor is directed to describe in detail how this will work in their proposal.

J. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly.

K. Network outage resolution should be coordinated with AUSD technical staff. Please provide a methodology/procedure of how you would handle trouble-ticketing or outage resolution with the District.

L. An uptime guarantee of 99.90% or better shall be provided 24 hours/day, 7 days/week. The vendor must provide easy access to Help Desk and repair service. A clear procedure must be defined for severe problem escalation with response times delineated in proposal.

M. The circuits shall be capable of carrying multiple data services such as computer networks, Voice over IP, digital video, etc. Packet Delivery Rates shall be 99.9% or better. Required One-Way Latency shall be 55ms or better, Preferred One-Way Latency is 20ms or better. Required Jitter is 20ms or better, Preferred Jitter is 10ms or better.

N. All equipment including but not limited to routers/switches, cabling, connectors, necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack.

O. Currently, MDF’s have either four-post or two-post racks in each location with a minimum of 2U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.

P. The network is to be fully operational by 8/1/2018. The term “fully operational” is defined as reliable 500Mbps or more (as defined in Attachment C) network connectivity, per circuit, delivered to all sites without failures for at least 72 hours.

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

R. The sites and physical addresses to which the services shall be delivered are detailed in Attachment C of this RFP.

S. E-RATE FUNDING

AUSD intends to obtain maximum funding discounts under the Federal Communications Commission’s E-Rate program and under the California Public Utilities Commission’s California Teleconnect Fund (CTF) for eligible services procured as a result of this RFP.

It shall be the responsibility of the Contractor to ensure that all E-Rate and CTF eligible services and products are identified to AUSD in writing.

Contractor shall review and comply with AUSD E-Rate program instructions.
T. SUBCONTRACTORS REQUIREMENTS

Any subcontractors performing services against this agreement must be fully listed and detailed and submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor’s capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor’s organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to AUSD for acts and omissions of his subcontractor and of persons either directly or indirectly employed by the Contractor. Nothing contained in these Contract documents shall create any contractual relation between any subcontractor and AUSD.

U. SERVICES

D.1 Detail technical description of the methodology by which Contractor would provide the required services. AUSD should receive its new contracted services on July 1, 2018, or on a mutually agreed-to date.

D.2 Description of the implementation plan and schedule for all sites listed.

D.3 Contractor must address how they will ensure that AUSD will receive accurate invoicing within 60 days of the term commencement date. Contractor shall describe their responsibilities, as well as AUSD, in regard to the conversion of the phone numbers. For example, will the Contractor take responsibility for collecting all telephone numbers and coordinating conversions with the Local Exchange Carrier?

D.4 Must provide standard installation time frames, response to issues, escalation procedures and restoration time periods for all services proposed.

D.5 All new service installations made during the term of the Contract shall terminate, at no additional cost to AUSD, upon expiration or termination of this Contract.

V. NETWORK CAPABILITIES

Contractor must provide a detailed overview of the proposed network capabilities, especially in regard to design, security, reliability, redundancy and fault tolerance.

W. E-RATE AND CTF REQUIREMENTS

AUSD intends to obtain maximum funding under the Federal Communications Commission’s E-Rate program and the California Teleconnect Fund (CTF) program for commercially available wide area network services contracted as a result of this RFP. Services offered must be E-Rate and CTF eligible for discounts.

Contractor shall be responsible for providing AUSD on a timely basis the applicable E-Rate documents and for providing discounts in accordance with E-Rate and CTF program rules and requirements on a timely basis. It is the Contractor’s responsibility to maintain an invoicing and accounting system to track E-Rate and CTF discounts in a manner that is readily understandable by AUSD. Contractor will provide delineation between eligible and ineligible E-Rate costs.

Additionally, Contractors are to detail their proposed methodology for providing the E-Rate discounts on invoices to AUSD.

Contractor must provide their E-Rate Service Provider Identification Number (SPIN).

Information regarding the E-Rate program for the Schools and Libraries Division of the FCC website at http://www.sl.universalservice.org
X. BILLING ASSISTANCE

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by AUSD, vendor will provide adjustment of charges within two billing cycles of notification.

Contractor must provide policy regarding the issuing of credits. All credits must be applied as adjustments on future invoices.

Information regarding the CTF program: (http://www.cpuc.ca.gov/puc/telco/public+programs/CTF/)
ATTACHMENT B
COMPENSATION/PAYMENT

I. **Compensation**: This is a fixed price Contract between the District and Contractor for services as provided in this Contract. The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonable foreseeable difficulties under the responsibility of the Contractor, which may arise or be encountered in the prosecution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed fee shall include all expenses related to the performance of work and services required to meet the tasks and deliverables in the Scope of Work (SOW) and Technical Specifications, set forth more fully in Attachment A of this Contract.

II. **Payment Terms-Payment in Arrears**: The invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the District and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the District for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the District shall not preclude the right of the District from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

III. **Payment-Invoicing Instructions**: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

   - a. Contractor’s name and address
   - b. Contractor’s remittance address, if different from 1, above
   - c. Contractor’s Taxpayer ID number
   - d. Name of District agency/department
   - e. Delivery/service address
   - f. Contract Number
   - g. Date of service/order
   - h. Service description
   - i. Sales tax, if applicable
   - j. Total

IV. **Billing Instructions**: Billing shall be provided on a Summary Bill with detailed line, circuit or calling information available. All billing/invoicing shall be in accordance with rates quoted herein. AUSD shall not be subject to charges not detailed or quoted herein.

Invoices and supporting documentation shall be forwarded to:

**Alameda Unified School District**
Att: Accounts Payable
2060 Challenger Drive
Alameda, CA 94501
Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

V. **Taxpayer ID Number:** The contractor shall include its taxpayer ID number on all invoices submitted to the District for payment to ensure compliance with IRS requirements and to expedite payment processing.
ATTACHMENT C
PRICING SHEET

(See separate Attachment C)

(Complete and submit as Response to Part 11, Section II)