INFORMATION SHEET 05/10/16 TRUSTEES' MEETING

ATTACHMENT: 4.6

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Mindy Maxedon, CBO

ISSUE: District Wireless Upgrade and Cabling Internal Connections eRate Year 19 Bid Award

The district received 8 responses to our RFP for upgrading our wireless network. The project was awarded to AMS.net. The decision matrix and a copy of the contract with AMS.net are presented for board confirmation.

The contract language has the project start date of 7/1/16; however, the contract allows the district not to proceed in the event we receive no eRate funding. There is no timeline on when USAC will confirm if we have been approved for funding.

E-Rate Bid Evaluation Matrix
Funding Year 2016

District Name Jefferson ESD
Bid # (if applicable) (RFP NO. 2016-12-01
Form 470# 160009241

Bid Due Date and Time 2/4/2016, 11:00am
Allowable Contract Date 1/7/2016

Project or Service

Description

Internal Connections & Basic Maintenance, WAP: The district is seeking proposal for Ruckus Wireless products (WAP) or an equal non-Ruckus solution equivalent or better. Switches: The district is seeking 1 Hewlett Packard 24g POE switch or an equal solution equivalent or better. All quantities are estimated. Mandatory Pre-Bid Conference/Job Walk, scheduled for 10:30 A.M., on January 6, 2016: at the District Office, 1219 Whispering Wind Dr., Tracy, CA 95377.

Directions:
- Enter your Service Provider Name and E-rate eligible cost in order from lowest to highest.

- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

# of Responders: 8

100 is the best possible score

Selection Criteria	Criteria Weight*	Advantel Networks	Aeko	AMS Network Tech	CDW Government	Decotech	GA Technical Services	Giga KOM	KS Telecom
Service Provider Name:									
E-rate Eligible Cost:									
		Alphabetical							
		Score	Score	Score	Score	Score	Score	Score	Score
Eligible Cost	50	6.25	25	43.75	31.25	12.5	18.75	50	37.5
Service Provider meets District's minimum requirements	25	25	25	25	25	0	0	0	25
Experience with District	15	0	15	0	8	8	0	0	0
Ability to deliver service at start of funding year	10	10	10	10	10	10	10	10	10
Service Agreement	0								
Other (describe)	0								
	100	41.25	75	78.75	74.25	30.5	28.75	60	72.5

Overall Score		
Service Provider	Score	
Advantel Networks	41	
Aeko	75	2
AMS Network Tech	79	1
CDW Government	74	3
Decotech	31	
GA Technical Services	29	
Giga KOM	60	
KS Telecom	73	4

Vendor Selected: AMS Network

Approved By: [signature]
Signature
Mindy Maxedon
Print Name
Chief Business Officer
Title
Date: 02/15/16

AGREEMENT

THIS AGREEMENT, made the **18th** day of **February** 2016, in the County of San Joaquin, State of California, by and between Jefferson Elementary School District; hereinafter called the District, and **AMS.net**

_____ hereinafter call the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK.

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

DISTRICT WIRELESS UPGRADE AND CABLING
INTERNAL CONNECTIONS
ERATE YEAR 19
(E-Rate Funding Year of July 1, 2016 through September 30, 2017)

RFP NO. 2016-12-01

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the District, Architect, Inspector, the State of California and their officers, employees, agents, and Independent Contractor of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 – CONTRACT TERM

Work performed will be from April 1, 2016 – September 30, 2017 or from the start date of the project, whatever is later. The start date of the project is predicated upon the receipt of the Funding Commitment Decision Letter (FCDL) from the Universal Services Administrative Company. The District has the option to extend the term annually for an additional 24 month period total, if required. Contractor understands and agrees the District is entering into this agreement pending approval of eRate discount for this project and District has right to cancel and/or not proceed ever should the District's eRate funding request be declined.

ARTICLE 3 - TIME FOR COMPLETION.

The work shall be commenced on the date stated in the District's Notice to Proceed, as specified therein, shall be completed within **TBD** calendar days from and after the date in such notice.

ARTICLE 4 – CONTRACT PRICE.

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of

forty nine thousand nineteen and 49/100 Dollars

($ 49,019.49, said sum being the total amount of the following amounts stipulated in the proposal:

ARTICLE 5 – HOLD HARMLESS AGREEMENT.

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 – PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 – COMPONENT PARTS OF THE CONTRACT.

The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Vendor's – Request For Proposals;
E-Rate Requirements;
Information for Bidders;
Proposal Form;
Bid Bond;
Noncollusion Affidavit;
Vendor's Certificate Regarding Workers' Compensation;

Acknowledgment of Bidding Practices Regarding Indemnity;
Conduct Rules For Vendor's
Vendor Inquiry
Agreement;
Performance Bond;
Payment Bond;
Contractor Certification Regarding Background Check
General Conditions
Specifications;
Addendum(s)
Drawings.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

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

DISTRICT:

By James W. Bridges

James Bridges, Superintendent

President

CONTRACTOR:

By Joseph Mcomian

~~Robert Tocci~~

Title: Vice President

Authorized Officers
or Agents

(***CORPORATE SEAL***)