INFORMATION SHEET 04/11/17 TRUSTEES' MEETING

ATTACHMENT: 4.5

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Mindy Maxedon, CBO

ISSUE: District Wireless Upgrade eRate Year 20 AMS.net Contract

Attached is the agreement with AMS.net for the Network and Wireless Upgrade and Cabling Internal Connections E-Rate Year 20 Request for Proposal 2016-12-13. The Board approved awarding the bid to AMS.net at our February, 2017, meeting.

The contract language has the project starting date of April 1, 2017; however, the contract allows the district to not proceed in the event our funding request is not approved. We will not begin any work related to this project until we have received confirmation our request for funding has been approved.

Category 2 funds are allocated to districts over a five year time frame. Our district is eligible for Category 2 funds of $285,729. After completion of the Year 19 upgrade project, the district's remaining Category 2 funding allotment is $236,710.

The Y20 project exceeds our remaining C2 allotment by $164,570. If this project request is approved for Category 2funding, we anticipate our cost to complete will be $282,924. This is the $164,570 which exceeds our allotment plus our 50% share of the remaining eRate eligible project expense.

The District will budget the $282,924 in 2017-18 in Resource 1100, Unrestricted Lottery to cover anticipated expenses.

AFTER AWARD:

AGREEMENT & BOND'S

AGREEMENT

THIS AGREEMENT, made the 6th day of March 2017, 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 NETWORK ANDWIRELESS UPGRADE AND CABLING
INTERNAL CONNECTIONS
ERATE YEAR 20
(E-Rate Funding Year of July 1, 2017 through September 30, 2018)

RFP NO. 2016-12-13

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, 2017 – September 30, 2018 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.

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

Four hundred one thousand two hundred seventy nine and 30/100 Dollars

($401,279.30), 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 Bridges, Superintendent

CONTRACTOR: AMS.NET, INC

_____

By _____
Title: Vice President

Authorized Officers
or Agents

(***CORPORATE SEAL***)