INFORMATION SHEET 11/10/2020 TRUSTEES' MEETING

ATTACHMENT: 7.3

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Category 1 E-rate RFP NO. 2020-11-1

The District is currently participating in the Federal E-rate program to received subsidized access for data connectivity. Please see attached RFP document for details. This item will return at the December 15, 2020 Regular Board Meeting for award to a qualified service provider.

JEFFERSON ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP NO. 2020-11-1, E-Rate FY2021

Leased Lit Fiber Data Transport

RFP Release Date: 11/11/2020
Last Day for Questions: 11/28/2020 by 10:00am
Proposals Due: 12/11/2020 by 10:00am

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NOTICE OF REQUEST FOR PROPOSALS – 2020-11-1

E-Rate FY2021

DATED: 11/11/2020

Jefferson Elementary School District, (hereinafter District) is seeking to contract with a Company or Companies (hereinafter Proposer) to provide leased lit fiber data circuits to the District, as described in the Scope of Work, Pricing section of this RFP.

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

Proposals **must be received by 10:00 AM on 12/11/2020,** at the Jefferson Elementary School District, 1219 Whispering Wind Dr., Tracy, CA 95377. Attention: Nick Watson, Coordinator of Technology.

Proposals must be submitted in a sealed envelope clearly marked **"RFP# 2020-11-1, Leased Lit Fiber Data Transport, E-Rate FY2021". Along with a digital copy (i.e. CD or Flash Drive).** No electronic (email) or facsimile (fax) proposals will be considered. Proposals received after the specified date and time will not be accepted and will be returned unopened. Proposals will not be opened publicly.

All responsive proposals will be reviewed and evaluated by the District in order to determine which proposer(s) best meets the District's needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the District shall evaluate proposals are set forth in the RFP.

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible submitters, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District.

Any inquiries regarding this RFP should be addressed in writing to Nick Watson, Coordinator of Technology, at nwatson@jsdtracy.com on 11/28/2020 by 10:00 am.

All addendum(s), questions and answers will be posted to the district's website at www.jsdtracy.com in addition to the E-rate EPC website at https://portal.usac.org/suite/

Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

DISTRICT BACKGROUND

The Jefferson Elementary School District in San Joaquin County has an enrollment of approximately 2,300 students, grades K-8. The District consists of four elementary schools. For additional information please visit our website at: www.jsdtracy.com.

INSTRUCTIONS TO PROPOSERS

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

Addenda/Addendum/Amendment Acknowledgment. Each proposal shall include specific acknowledgement in the space provided in the Official Proposal Form of receipt of all addenda issued during the solicitation period. Any amendments or clarifications will be posted on the EPC website at USAC as well as on the E-Rate section on District's website (same section where this RFP is posted).

Authorized Signature. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Proposer must provide a current power of attorney certifying the agent's authority to bind the Proposer.

Award of Proposal. Award of proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company. The successful bidders agree to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD"). District and successful Proposers will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. It is understood that the District is liable for any charges incurred that are not funded by E-Rate. It is also understood that the District will manage its own obligations under the E-Rate program. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

Awards will be made to Proposers offering the most advantageous proposals after consideration of all evaluation criteria set forth in this section.

Award Rights. The District reserves the right to award one or more sections of this RFP to one or more Proposers. Proposers have the right to apply to one or more sections.

Electronic Equipment. All equipment and material must be new. Used, refurbished or repurposed equipment or material shall not be acceptable.

Cancellation of Solicitation. The District may cancel this RFP at any time.

Compliance with Laws. Services must be fully compliant with all applicable requirements as specified in the RFP contract, including all District and San Joaquin County policies, regulations, and permits and all State and Federal laws.

Contract Award. A contract with the selected Proposer(s) and the District will be executed by both parties once it is awarded by the Board of Trustees. If Agreement on the terms and conditions that are acceptable to the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to another Proposer and begin negotiations with that vendor. The District may award to more than one service provider due to Sections A and B providing different services to the District.

Contract Terms and Conditions. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms, exhibits and addenda (if any). The services requested will be provided under terms and conditions set forth in the District's Standard Agreement. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the

proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language with a narrative explanation of each proposed change. Although the District will consider alternate language proposed, the District will not be bound by Agreement language received as part of the response.

Cost of Preparing Proposal. All costs incurred in the preparation of the proposal will be the responsibility of the Proposer and will not be reimbursed by the District.

Documents to be returned with proposal. The documents that must be returned by the submittal deadline are listed below:

a. E-rate Certification
b. References (minimum of 3)
c. Designation of Subcontractors (*if applicable)*
d. Official Proposal Form
e. Scope of Work & Pricing Sheets
f. Workers' Compensation Certification (if applicable)
g. Non-collusion Declaration
h. Criminal Record (*if required)*
i. E-rate Service Provider Information
    i. Service Provider Identification Number
    ii. FCC Green Light Status, FCC Registration Number (FRN)
j. Submit proof of Technical Qualifications – Certifications (if applicable)
k. E-Rate Supplemental Terms and Conditions
l. Attachment A

Discrepancies. Jefferson Elementary School District is required to post both this RFP and Form 470 on the USAC EPC Portal site https://portal.usac.org/suite/. Questions and responses will be posted in all locations. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at ***www.jsdtracy.com***

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are called for.

Evaluation Factors for Award. Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost and management requirements.

Evaluations of offers will be based upon the Proposer's responsiveness to the RFP and the total price quoted for all the items covered by the RFP.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection of a Proposer:

a. 35% - Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.
b. 25% - The extent to which the Proposer's solution fulfills JESD's stated requirements as set out in this RFP.
c. 20% - Proposer's experience, JESD's prior experience with Proposer (if any), overall installation and integration capabilities based upon performance record and availability of sufficient, high-quality personnel with the required skills and experience for the specific approach.
d. 10% - Proposal preparation, thoroughness and responsiveness to this request for proposal.

e. 10% - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.

The evaluation committee may contact any Proposer to clarify any response, contact any current users of the Proposer's services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is executed, no employee, agent or representative of any Proposer shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

A notification of intent to award will be sent to the selected Proposer(s). Award is contingent upon the successful negotiations of final contract terms.

Please note that the District, at its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

Items & Services. The District reserves the right to purchase items and services over and above the quantities specified in this RFP. At the same time if the District does not receive funding or is awarded limited funding from the Schools and Library Division, the District at its option, may purchase part or all of the items and services agreed to as per executed contract.

Interpretation of Contract Documents. If any person is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the District a written request for an interpretation or correction thereof. The requesting party is responsible for prompt delivery of any requests. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy will be provided promptly to all parties recorded as having received contract documents.

Invoicing. The Proposers must submit detailed invoices for services rendered. All invoices will be paid in arrears within 30 days from the date of receipt, or when billing discrepancies have been resolved.

Modifications or Withdrawals. Proposers' authorized representatives may withdraw proposal only by written request received by the Purchasing Department before the proposal submittal deadline. Proposers may not amend proposals after the closing date and time, unless as a result of negotiations commenced by the District.

Proposal Content. Proposers must describe in detail how they will meet the requirements of this RFP, and may provide additional related information in his submittal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work & Pricing.

Proposal Copies, Quality and Submittal.

a) **Copies;** One original proposal and two (2) copies must be submitted on or before **12/11/2020 by 10:00 a.m.** Proposers must submit one (1) original proposal marked **"Master"** and two (2) identical copies. Include in submittal, one PDF version digital copy of entire proposal through a CD, DVD or USB device.

b) **Delivery:** Sealed envelopes containing the original and the copies should be marked **"RFP#2020-1-7, Leased Lit Fiber Data Transport, E-Rate FY2021"** and mailed to: Jefferson Elementary School District

c) **Quality of Proposal:** Unnecessarily elaborate or glossy proposals are neither expected nor desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.

d) **Signature:** Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work.

e) Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. The proposal must be completed and delivered in sufficient time to avoid disqualification. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Proprietary Information. If a proposer does not desire certain proprietary information in their response disclosed, the Proposer is required to identify all proprietary information in the response and label part(s) "CONFIDENTIAL." If the Proposer fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award.

Protests. A Proposer may protest the award of this RFP if he believes that award was inconsistent with the RFP's specifications; requested information or was not in compliance with the law.

a. Filing of Protest: A protest must be filed, in writing, with the Superintendent or designee within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to timely file a protest shall constitute a waiver of his rights to protest the award of the contract.

b. Rendering a Decision: The Superintendent or designee shall review the documents submitted with the Proposer's claim and render a decision, in writing, within thirty (30) business days of receipt of protest. The Superintendent or designee also may convene a meeting with the Proposer in order to attempt to resolve the problem.

c. Appeal: The Proposer may appeal the Superintendents or designee's decision to the Board of Trustees. The Superintendent or designee shall provide reasonable notice to the Proposer of the time for Board's consideration of the contract award. The Board's decision shall be final.

Questions. Questions, explanation or interpretation of the solicitation must be submitted in writing by **11/28/2020 at 10:00 a.m**. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

Nick Watson
Coordinator of Technology
Jefferson Elementary School District
1219 Whispering Wind Dr.
Tracy, CA 95377
209.836.3388
nwatson@jsdtracy.com

Equivalency Language. For convenience in designation on the plans or in the scope or work, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal".

Schools & Libraries Division (SLD) Requirements. Prospective Proposers are to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Service Provider Identification No. (SPIN) & FCC Green Light Status. Proposers will be required to provide a valid SPIN No. For more information on obtaining a SPIN No., refer to website below:

http://www.usac.org/sl/service-providers/step01/default.aspx

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html

Taxes. Current sales tax for San Joaquin County is 8.25%. Taxes must be included in the proposal prices. However, taxes and surcharges for WAN and ISP may vary. Please include a breakdown in Section A.

Timeline Schedule. For your information, the following is the District's timeline:

Date	
11/11/2020	RFP Released
11/28/2020 by 10:00am	Deadline to Submit Questions
12/11/2020 by 10:00am	RFP Due Date
*TBD	Board of Trustees awards/Rejects
*TBD	Notice of Award (*to be determined)

TERMS AND CONDITIONS

Attorney Fees. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Authority of the District. Subject to the power and authority of the District as provided by law in this contract, the DISTRICT will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

Cancellation of Contract. ***Without cause***, the District may cancel this contract at any time with fifteen (15) calendar day written notice. ***With cause***, the District may cancel this contract at any time with fourteen (14) days written notice to the awarded Proposers. Cancellation for cause will be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposers may not cancel this contract without prior written consent of the District.

Contract Incorporation. The contract embodies the entire contract between the District and the awarded Proposers. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposers' successful submittals, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

Drug-Free Workplace Act. The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

Equal Opportunity Employment. Proposers represent that they are equal opportunity employers and they shall not discriminate against subcontractors, employees or applicants for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Proposers shall also comply with all relevant provisions of the Minority Business Enterprise Program, Affirmative Action Plan or other related programs or guidelines currently in effected or hereinafter enacted.

Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Proposers, the awarded Proposers must notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of fund for each fiscal year of services listed herein. The district fully reserves the right to cancel Agreement due to non-availability or non-appropriation of sufficient funds. The District shall notify the awarded Proposers of its intention to terminate by forwarding a written notice of termination. The District shall take all reasonable actions and make all reasonable efforts to obtain appropriation of funds.

Non-Collusion Form. Proposers are required to submit a Non-Collusion Form with their proposals.

Proposal Fee. The District at any time may require the Proposers to further itemize and detail components of any or all proposal fees. All items presented by the successful Proposers in their proposals shall be subject to negotiations between the District and the Proposers.

Severability. If any provision (or portion of any provision) of this contract is held invalid, illegal or unenforceable, it shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Sell or Assign. The successful Proposers shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

Subcontractors Information. If the proposals include the use of subcontractors, Proposers must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

Contract Term. The District's intent is to award an initial three (3) year contract; with two (2) optional annual renewal terms; however, please include fully burdened price proposals on an annual basis for a potential maximum contract of five (5) years. Three (3), and five (5) year proposals are encouraged.

Pricing is to remain firm for the first three (3) years. Written requests for price increases, if approved in writing by the District, for subsequent contract renewal years, will not exceed the percentage change listed in the Consumer Price Index (CPI) for the San Joaquin County, CA area for the calendar year ending on December 31st preceding the renewal year. The awarded contractor is responsible for requesting all price increases in writing thirty (30) business days prior to expiration of contract. Price increases shall not be automatically made. If the District determines a price decrease may be applicable as a result of industry trends, thirty (30) business days prior to expiration of contract, the District will contact awarded contractor in writing to request a price decrease negotiation meeting.

By submitting qualifications and a proposal, the awarded contractor agrees that it is willing to provide such contract extensions under these terms if requested by the District, at the District's sole discretion.

Future contracts and/or renewals will be at the sole discretion of the District. Refer to Articles entitled "Background", "Term and Extensions", and "Qualifications and Proposal Components" for additional information.

Terms of the Offer. The District reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposal, and the awarded proposal itself. Specific exceptions to this general rule may be noted in the final executed contract.

Workers Compensation Insurance. Successful Proposers represent that they have secured the payment of Workers' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide said insurance.

SCOPE OF WORK – LEASED LIT FIBER DIGITAL TRANSMISSION SERVICES
RFP# 2020-11-1– ERATE FY2021

Wide Area Network Transmission Services/Leased lit fiber

General Information

Jefferson Elementary School District consists of four schools and approximately 2,300 students. JESD wishes to enter into a contract with qualified vendors for connectivity to each school at a minimum usable speed of 1000 Mb/s.

Current Environment

JESD currently has a Network Operations Center, located at:

San Joaquin County Office of Education
Information Technology Data Center
2901 Arch-Airport Road
Stockton, CA 95206

The San Joaquin County Office of Education Data Center provides Internet connection services for Jefferson Elementary School District as part of the meshed Ethernet WAN network with our existing service provider and current WAN circuits. All Jefferson ESD sites connect and participate through meshed Ethernet WAN services provided by our existing service provider.

TRANSITION PLAN

As the cut-over date for any new carrier is July 1, 2021, JESD requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the JESD transition team. The transition plan is to outline the expectations the supplier team would have of JESD and the information or task JESD is to provide the supplier and the date any information or task would be required.

JESD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with JESD for the installation and use of such facilities and services. Service Provider shall indemnify JESD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

Customer Requirements

- Wide Area Network Digital Transmission Services: Please provide quotes for the following bandwidths:
    - 1 Gbps
    - 10 Gbps
- Minimum requirement for submitting proposal is Table 1. Table 2 and/or 3 may be completed at service provider's discretion.
- Internal routing scheme cannot be changed
- Option for growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by the District
- Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District*.
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to JESD. All vendor equipment installed shall be under repair maintenance at no cost to JESD for the life of the contract agreement.
- District would like to see options proposed for a network structure with all circuits connecting directly to the existing Internet Service Provider located at:

  San Joaquin County Office of Education
  Information Technology Data Center
  2901 Arch-Airport Road
  Stockton, CA 95206

Information Requested

- Proposed solution pricing
- Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and the in the Data Center at San Joaquin County Office of Education shall be determined by JESD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.
- MRC for initial contract month term as well as MRC starting with contract renewal term.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.

Attachment A

JESD School District locations

Anthony Traina Elementary School
4256 Windsong Dr.
Tracy, CA 95377

Jefferson School
7500 W. Linne Rd.
Tracy, CA 95376

Monticello Elementary School
1001 Cambridge Place
Tracy, CA 95377

Tom Hawkins Elementary School
475 Darlene Lane
Tracy, CA 95377

Pricing Table: 1 GBPS – 60 Months with 2 – 1 year options to extend and MTM

Site	Speed	Contract Terms or MTM	Monthly Recurring Fees	Non-Recurring Fees	Taxes, Fees & Surcharges	Total Cost
Anthony Traina Elementary School 4256 Windsong Dr. Tracy, CA 95377	1 Gbps					
Jefferson School 7500 W. Linne Rd. Tracy, CA 95376	1 Gbps					
Monticello Elementary School 1001 Cambridge Place Tracy, CA 95377	1 Gbps					
Tom Hawkins Elementary School 475 Darlene Lane Tracy , CA 95377	1 Gbps					
San Joaquin COE 2922 Transworld Dr. Stockton, CA 95206 Aggregate Circuit	1 Gbps					

Pricing Table: 10 GBPS - 60 Months with 2 – 1 year options to extend and MTM

Site	Speed	Contract Terms or MTM	Monthly Recurring Fees	Non-Recurring Fees	Taxes, Fees & Surcharges	Total Cost
Anthony Traina Elementary School 4256 Windsong Dr. Tracy, CA 95377	10 Gbps					
Jefferson School 7500 W. Linne Rd. Tracy, CA 95376	10 Gbps					
Monticello Elementary School 1001 Cambridge Place Tracy, CA 95377	10 Gbps					
Tom Hawkins Elementary School 475 Darlene Lane Tracy , CA 95377	10 Gbps					
San Joaquin COE 2922 Transworld Dr. Stockton, CA 95206 Aggregate Circuit	10 Gbps					

Pricing Table: 10 GBPS - 60 Months with 2 – 1 year options to extend and MTM

Site	Speed	Contract Terms or MTM	Monthly Recurring Fees	Non-Recurring Fees	Taxes, Fees & Surcharges	Total Cost
Anthony Traina Elementary School 4256 Windsong Dr. Tracy, CA 95377	10 Gbps					
Jefferson School 7500 W. Linne Rd. Tracy, CA 95376	1 Gbps					
Monticello Elementary School 1001 Cambridge Place Tracy, CA 95377	10 Gbps					
Tom Hawkins Elementary School 475 Darlene Lane Tracy , CA 95377	10 Gbps					
San Joaquin COE 2922 Transworld Dr. Stockton, CA 95206 Aggregate Circuit	10 Gbps					

OFFICIAL PROPOSAL FORM
RFP# 2020-11-1, Leased Lit Fiber Data Transport, E-Rate FY2021

To: Jefferson Elementary School District

From: _____
Name of Proposer

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

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

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

RFP No. 2020-11-1 for Leased Lit Fiber Data Transport, E-Rate FY2021 in its entirety, all Addenda, and the documents submitted as per list on page 5 of the RFP are hereby made a part of the contract.

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

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

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

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

Nick Watson
Coordinator of Technology
Jefferson Elementary School District
1219 Whispering Wind Dr.
Tracy, CA 95377
209.836.3388
nwatson@jsdtracy.com

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

License #_____ Expiration Date: _____

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

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

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

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

_____
Company Name

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

_____
Name of Authorized Representative

_____
Signature

_____
Title

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

_____ _____
Telephone Number Facsimile Number

ERATE CERTIFICATION

RFP #2020-11-1 – Jefferson Elementary School District ERATE FY2021

I, _____, certify that_____,
(print or type name) (company name)
is a service provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____years. (number)

I also certify to the acceptance of the following:

1. All information necessary to respond to any SLD request for information such as PIA (Program Integrity Assurance), Item 25 Selective Review, Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;

2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Jefferson Elementary School District, its attorney(s) or authorized agent;

3. Any contract awarded for E-Rate Program FY 2021 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event of a partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;

4. The District will be invoiced for only the matching funds portion and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion;

In the event the Jefferson Elementary School District wishes to perform a SPIN change, permission will be granted within the contract terms, provided 14 days prior written notice is given.

_____ _____
(Original signature) (Today's date)

_____
(Print or type name)

_____
(Title)

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) **E-RATE CONTINGENCY**

   The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) **SERVICE PROVIDER REQUIREMENTS**

   The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

   a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

   b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

   c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

   d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

   e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation

and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf

f. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1
There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY
The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**
During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title**: _____

Phone Number: _____ **Email**: _____

Service Provider Name: _____

REFERENCES

RFP #2020-11-1 Jefferson Elementary School District ERATE FY2021

Please provide a minimum of 3 professional references, specifically related to your past performance of projects of similar size and scope with other public school districts and/or public agencies in California. The Jefferson Elementary School District requests that these references be directly related to work performed within the guidelines of the E-Rate program.

Reference #1	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	
Reference #2	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & email	
Project Cost	
Description of work performed	
Reference #3	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	

QUALIFICATIONS

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

	Yes/No
1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.	
Please elaborate:	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Can your company ensure JESD 99.95% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?	
Please elaborate:	
4. Is your company able to provide, at no additional charge, immediate notification to JESD	

network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within JESD?	
Please elaborate:	
5. Please provide the process for JESD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.	
Please elaborate:	
6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
7. Your company will provide a non-performance policy with JESD which provides JESD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within JESD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.	
Please elaborate:	
8. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	

Please elaborate:	
9. Does your company agree that JESD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

DESIGNATION OF SUBCONTRACTORS (If applicable)
RFP #2020-11-1 Jefferson Elementary School District ERATE FY2021

Description or Portion of Work_____
Name of Designated Subcontractor_____
Location and Place of Business_____
License Number_____

Description or Portion of Work_____
Name of Designated Subcontractor_____
Location and Place of Business_____
License Number_____

Description or Portion of Work_____
Name of Designated Subcontractor_____
Location and Place of Business_____
License Number_____

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Name of Designated Subcontractor_____
Location and Place of Business_____
License Number_____

Description or Portion of Work_____
Name of Designated Subcontractor_____
Location and Place of Business_____
License Number_____

WORKER'S COMPENSATION INSURANCE CERTIFICATE
RFP #2020-11-1 Jefferson Elementary School District ERATE FY2021
Project: RFP #2020-1-7 Jefferson Elementary School District ERATE FY2021

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

_____
Name of Proposer (Person, Firm, or Corporation)

_____
Signature of Proposer's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

NON-COLLUSION DECLARATION
RFP #2020-11-1 Jefferson Elementary School District ERATE FY2021

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed this_____ day of_____, 20_____ at _____, California.

_____
Signature

ERATE SERVICE PROVIDER INFORMATION
RFP #2020-11-1 Jefferson Elementary School District ERATE FY2021

Proposer must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and JESD.

Name_____

Title_____

Company_____

Address_____

City, State, Zip code_____

Phone_____

Fax_____

Email_____

Include other important contact information below.

SAMPLE AGREEMENT #_____

THIS AGREEMENT is made this _____ day of _____, 20 _____, in the City of _____, County of _____, State of California, by and between _____ School District, a California School District, hereinafter called the "District" and _____, hereinafter called the "Contractor", with a principal place of business located at _____.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 THE WORK. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

_____

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 CONTRACT TERM. Work performed will be for the term of 36 months from July 1, 2020 or from start date of project, whatever is later. The start date of the project is predicated upon the receipt of a Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company. The District has the option to extend the term by an additional 24 month period, if required.

1.03 CONTRACT PRICE. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _____ Dollars ($_____). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 CONTRACT DOCUMENTS. The Contract Documents consist of the following:

- Erate Certification
- References (minimum of 3)
- Designation of Subcontractors (if applicable)
- Official Proposal Form
- Scope of Work & Pricing
- Workers' Compensation Certification (if applicable)
- Non-collusion Declaration
- Criminal Record (if required)
- Erate Service Provider Information
- Service Provider Identification Number
- FCC Green Light Status, FCC Registration Number (FRN)
- Submit proof of Technical Qualifications – Certifications (if applicable)
- E-Rate Supplemental Terms and Conditions

1.05 HOLD HARMLESS AGREEMENT The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss,

damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand 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.

1.06 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

1.07 AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT	**CONTRACTOR**
Jefferson Elementary School District,	_____
A California School District	(Contractor's License Number)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date:_____

(Corporate Seal)

Approved by the Governing Board on: _____