

HUNTINGTON BEACH CITY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP #2018-19-01

District-Wide Upgrade of Wide Area Network Services

NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that Huntington Beach City School District (District), acting by and through its Governing Board, will receive up to, but not later than **4:00 o'clock p.m. of the 20th day of February 2018**, sealed written proposals for the award of contract for:

**District-Wide Upgrade of Wide Area Network Services
RFP #2018-19-01**

Proposals will be received in the office of the Admin Services, Purchasing Department of the District at 17011 Beach Blvd., Suite 560, Huntington Beach, CA 92647 in accordance with this RFP.

Each proposal must conform and be responsive to the requirements of this RFP, a copy of which is now on the District website, at http://www.hbcasd.k12.ca.us/apps/pages/index.jsp?uREC_ID=408698&type=d&pREC_ID=890387 and USAC's E-rate Productivity Center (EPC). Interested proposers should direct any questions in writing to the District's Director of Fiscal Services, Thoraia Soliman, at purchasing@hbcasd.us no later than **Wednesday, February 7, 2018 by 4:00 pm PST**. Answers to questions and any addenda, as needed, will be posted on the District website and USAC's E-rate Productivity Center (EPC) on the following date **Friday, February 9, 2018**.

This is an E-rate RFP and a Service Provider Identification Number(s) (SPIN) will be required. Vendors must also be registered participants in the California Teleconnect Fund (CTF) program.

The District reserves the right to waive any informalities or irregularities in received submittals. Also, District reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

**REQUEST FOR QUALIFICATIONS
AND REQUEST FOR PROPOSALS**

DISTRICT-WIDE UPGRADE OF WIDE AREA NETWORK SERVICES

NOTICE IS HEREBY GIVEN that Huntington Beach City School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but no later than 4:00 o'clock p.m. on February 20, 2018, sealed proposals for the award of a contract for the following:

RFP NO. 2018-19-01

DISTRICT-WIDE UPGRADE OF WIDE AREA NETWORK SERVICES

Proposals in response to this RFQ/RFP shall be submitted **no later than Tuesday, February 20, 2017, at 4:00 p.m.** to Huntington Beach City School District, 17011 Beach Boulevard, Suite 560, Huntington Beach, CA 92647, Attention: Thoraia Soliman, Director of Fiscal Services.

Each proposal will be required to conform with the submittal requirements included in the RFQ/RFP. Firms interested in submitting a proposal may obtain a complete copy of the RFQ/RFP and other pertinent information by contacting:

Thoraia Soliman
Director of Fiscal Services
Huntington Beach City School District
17011 Beach Boulevard, Suite 560
Huntington Beach, California 92647
(714) 378-2060
purchasing@hbcasd.us

INFORMATION FOR PROPOSERS

A. BACKGROUND

Huntington Beach City School District (District) requests proposals for a District-Wide Upgrade to Wide Area Network Services to increase bandwidth and services to all of its school sites.

B. PRIMARY NETWORK UPGRADE NEEDS

The district currently has a fiber based network connecting 8 schools and the District Office to Dwyer Middle School, which is the hub site of the current network. Dwyer Middle School then connects to the Orange County Department of Education for Internet access and the delivery of OCDE applications. The District Office is currently at a temporary facility while we renovate a closed school site for future occupancy. Our current service provider is Spectrum. Our network does not meet future bandwidth needs as we are planning to add 21st century classrooms to our Data network. The design of the proposed network shall incorporate secure point-to-point connections between Dwyer Middle School and the nine remote sites with ability to increase bandwidth as needed. Once construction of the new District Office facility is complete, network operations will move to the new District Office that will then serve as the hub site. The final configuration will have nine school sites connected to the District Office. One additional connection between the District Office and the Orange County Department of Education is also needed for Internet access and the delivery of OCDE applications.

The District has existing district-owned network core equipment consisting of Cisco and HP switches and routers in the core and at all the remote sites. This proposal requires that a multi-mode fiber or gigabit copper (where appropriate) hand-off be provided to all remote locations and multiple multi-mode fiber or gigabit copper hand-offs be provided at the hub site. The District requires a hub and spoke configuration that is compatible with our existing equipment.

The resulting metropolitan wide area network will be used for internet access, email, web-based applications, client-server based applications, video/audio streaming, video conferencing, planned VoIP services, and security camera, alarm, and environmental control system monitoring.

C. SCOPE OF SERVICES

The desired scope of services is set forth in the Project Specifications attached to this RFP. The final scope of services will be appended as Exhibit "A" to the District's form of Independent Contractor Agreement for Services, which is distributed with this RFP as **Attachment "A."**

D. LENGTH OF CONTRACT

Depending on RFP submittals, project time lines, and available funding, the resulting three (3)-year contract with two (2) options to extend for one-year periods is subject to E-Rate and California Teleconnect Fund (CTF) eligibility and timelines, and will cover a period from approximately July 1, 2018 through June 30, 2023. The installation and implementation of the District-Wide Upgrades to Wide Area Network Services is to be completed on or before June 30, 2019.

E. E-RATE AND CALIFORNIA TELECONNECT FUND (CTF) PROJECT:

The District has posted an E-Rate Form 470 application for this project. The application form **470 #180014922** is associated with this RFP.

The District is dependent upon E-rate, CTF, and District funding to acquire the services identified in this RFP. Failure to obtain the requisite E-rate funding, in any contractual year, will make any contract, resultant from this RFP, voidable at the option of the District. All proposers to this RFP must be participants in the E-rate program and must provide their E-rate Service Provider Identification Number(s) (SPIN) as part of the response. Instructions on how to obtain a SPIN can be found at the Universal Services Administration Company (USAC) web site at: <http://www.USAC.org>. Proposers must acquire a SPIN, and provide it to the District with the proposal or the proposal will be null and void. Vendors must also be registered participants in the California Teleconnect Fund (CTF) program.

F. SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

1. The proposer shall submit one (1) paper bound original, one (1) unbound original, and one (1) electronic copy on permanent media in write protected PDF format of their response. (The District may reproduce additional copies as required.)
2. District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
3. Proposals shall be enclosed in a sealed envelope bearing the description of the RFP name, RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to:

**Huntington Beach City School District
17011 Beach Blvd.
Suite 560
Huntington Beach, CA 92647
ATTN: Purchasing Department**

4. Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable state law.
5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must comply with the following format requirements.
 - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Vendor name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of the Section Contents (e.g., first tab would be labeled "Transmittal/Cover Letter").

- b. The unbound copy shall be marked "Copy for Reproduction" and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.
- c. The electronic copy will only be accepted via flash drive or CD in either Microsoft Office Suite or PDF.

G. CONTENT REQUIREMENTS

The following table describes the required format and content for the vendor proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Proposer **must** include one (1) of the follow statements:

"[INSERT PROPOSER'S NAME] received a copy of the District's form of Independent Contractor Agreement for Services ("Agreement") attached as Attachment "A" to this RFP. [INSERT PROPOSER'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT PROPOSER'S NAME] received a copy of the District's form of Independent Contractor Agreement for Services ("Agreement") attached as Attachment "A" to this RFP. [INSERT PROPOSER'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

- Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the

performance of any/all contract(s) without immediate divulgence of this fact to the District.

- Proposer shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: *"By virtue of submission of this Proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.

3. RELEVANT PROJECT EXPERIENCE

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Project name and location.
 - Beginning and end dates of project.
 - Was the project E-rate funded?
 - How long have you been participating in the California Teleconnect Fund (CTF) program?
 - Main program elements.

- Briefly state relevance of projects included for consideration in this RFP.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.

4. PROJECT TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- Each Proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California.
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member’s replacement.

5. FEE PROPOSAL

Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates (“SOR”) by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with sub consultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursable by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

A form of the Agreement has been distributed with this RFP as **Attachment “A.”** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm, which shall be negotiated with the successful proposer. *Any objections to the form of Agreement must be identified in your Cover Letter, up to one page, and will not be counted towards page limitation.*

6. PRICING WORKSHEET

Complete the WIDE AREA NETWORK PRICING WORKSHEET. This Microsoft Excel form can be located at:
http://www.hbcasd.k12.ca.us/apps/pages/index.jsp?uREC_ID=408698&type=d&pREC_ID=890387 and as an attachment with this RFP in USAC’s E-rate Productivity Center (EPC).

H. SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the RFP. A proposal must meet all mandatory modules/functions to be considered. The District retains the sole discretion to determine

issues of compliance and to determine whether a proposer is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the proposers. After the interviews, if any, the District will identify the firms/teams that can provide the greatest overall benefit to the District.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered.
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response;
 - b. Information provided by the proposer in response to District clarification questions;
 - c. Information from reference checks;
 - d. Experience and performance history of the firm with similar services;
 - e. Experience and results of proposed personnel;
 - f. Technical capabilities and track record;
 - g. Value of services under proposed fees; and
 - h. Overall responsiveness of the proposal.
4. The quality of the response(s) will be evaluated using the following criteria:
 - a. Completeness
 - b. Thoroughness
 - c. Accuracy
 - d. Compliance with proposal instructions
 - e. Organization and conciseness of descriptive text material
5. RFP proposals will be rated on the following with Eligible cost being the most heavily weighted criteria:
 - a. Eligible Pricing (30%)
 - b. Ineligible Pricing (10%)
 - c. Service, Experience, and Knowledge (20%)
 - d. Plan (20%)
 - e. References (10%)
 - f. Prior E-Rate Experience (10%)
6. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a proposer to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the evaluation committee's discretion, firms may be asked to arrange a tour of a representative facilities.
7. District reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The District reserves the right to award all, part, or none of the work described in this RFP. Each submittal will be scored by an RFP evaluation committee. The District reserves the right to contract with any entity responding to this RFP

for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP, including any supporting materials.

I. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful proposer have completed negotiations and entered into an agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the proposer or other party as a result of any public disclosure of any proposal.

J. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), and Disabled Veterans Business Enterprises (“DVBE”) shall be afforded full opportunity to submit proposals in response to this RFP and no proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

K. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

L. MODIFICATIONS

Changes in or additions to the proposal, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to propose. No oral or telephonic modification of any proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the proposer was placed in the mail prior to the opening of proposals.

M. EXAMINATION OF SITE AND RFP DOCUMENTS

Each proposer shall fully acquaint himself with the conditions so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the specifications. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any proposer from obligations with respect to his proposal or to the contract.

- Each proposer, by making his proposal represents that he has read and understands the Contract and Proposal Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.
- Each proposer, by making his proposal, represents that he has familiarized himself with the area of the work and local conditions under which the work is to be performed, including subsurface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the RFP Documents.

N. OTHER DISTRICT REQUIREMENTS

1. **Tobacco-Free Policy.** The Governing Board of the District, in order to create a clean healthy environment for students and employees, has prohibited the use of tobacco products on District Property or in District Vehicles. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Board Policy 1331, Ed Code 48901).
2. **Drug-Free Workplace.** Proposer warrants that Proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.

O. SCHEDULE

The District reserves the right to change the dates on the schedule without prior notice.

EVENT	DATE
District Publishes RFP	1/14/2018 & 1/21/2018
Last Day to ask Questions:	2/7/2018 by 4:00pm PST
District Publishes Addenda and Responses to Proposers on District website and EPC	2/9/2018
Deadline to Submit Proposals	2/20/2018 by 4:00pm PST
District Board Meeting – Award of Contract	3/13/2018

WE THANK YOU FOR YOUR INTEREST IN THIS PROJECT!

PROJECT SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

The District requests proposals for a Metropolitan Wide Area Network Upgrade to increase bandwidth and services from the hub site to ten locations with ability to increase bandwidth as needed.

The District intends to initially implement a minimum of **1 Gbps** Ethernet connection to each of the listed school site campuses expandable up to **2Gbps, 5 Gbps, and 10Gbps**. The initial bandwidth between the hub site and OCDE needs to be a minimum of **10 Gbps**.

Ethel Dwyer Middle School – 1502 Palm Ave. (temporary hub site)

Isaac L. Sowers Middle School – 9300 Indianapolis Ave.

Agnes L. Smith Elementary School – 770 17th Street

John R. Peterson Elementary School – 20661 Farnsworth Lane

Joseph R. Perry Elementary School – 19231 Harding Lane

John H. Eader Elementary School – 9291 Banning Ave.

Huntington Seacliff Elementary School – 6701 Garfield Ave.

Dr. Ralph E. Hawes Elementary School – 9682 Yellowstone Dr.

S.A. Moffett Elementary School – 8800 Burlcrest Dr.

Temporary District Office – 17011 Beach Blvd.

Permanent District Office – 8750 Dorsett Dr. (future hub site)

Orange County Department of Education – 200 Kalmus Drive, Costa Mesa, CA

The resulting metropolitan wide area network will be used for Internet access, email, web-based applications, client-server based applications, video/audio streaming, video conferencing, planned VoIP services, and security camera, alarm, and environmental control system monitoring.

Option for growth including, but not limited to, increases or decreases in service and bandwidth and/or additions of locations, as determined necessary by the District.

The District retains the sole option to remove sites due to closures or re-organization requirements, as deemed necessary by the District. The District will require that there be no early termination fees or other penalties assessed in such situation that is determined to be outside the control of the District.

Project Implementation

Schedule will be based on available funding, vendor responses and recommendations, and vendor negotiations.

Timing will be discussed during negotiations. Exact dates to be determined after award of contract. The District would prefer an expedited plan. The District's intent is to complete the implementation as soon as possible.

Hub Site Network Operations Center

Multiple gigabit copper handoffs to the hub site are required and shall be connected to the 10 remote locations. A 10 gigabit handoff will be required for the connection between the hub site and OCDE. Bandwidth requirements for the hub site must be equal to or greater than the combined bandwidth of the remote sites. Ethernet Virtual Circuits (EVC) should be used to provide connectivity between the ten (10) remote sites and the hub site.

As noted earlier, the hub site for this project will be relocating from Dwyer Middle School to the new District Office building at some point during this contract. The design of the network will need to allow that move to take place. There may also need to be a period of time where the connection to the temporary DO and the connection to the new DO will need to be online concurrently, however we will need the ability to cancel the circuit to the temporary DO once we no longer occupy the facility. The vendor will work with the district to coordinate these moves.

School Sites

Connect all schools to the District Office with a fiber optic Ethernet service that offers flexible bandwidth options ranging from 1 Gbps expandable up to **2 Gbps, 5 Gbps** and **10 Gbps**. Fiber optic circuits should be end-to-end fiber with initial bandwidth of **1 Gbps** for each school. Handoffs at the school sites may be gigabit (copper) Ethernet as appropriate.

B. NETWORK SPECIFICATIONS

1. Vendor is required to provide, plan, configure, install, monitor, and maintain the vendor supplied Metropolitan Wide Area Network hardware at all locations.
2. Network availability is reliable and accessible at each site at 99.5%.
3. Service response time for the hub site NOC is 7 days x 24 hours x 4 hour response.
4. Service response time for the schools is 7 days x 24 hours x 4 hour response.
5. Unlimited, free access to "Help Desk" and automatic problem escalation.
6. The vendor and district will formalize the point of demarcation (E-rate requirement) for each site. The vendor is responsible for all installation costs, including trenching and conduit installation between vendor facilities and the school-site point of demarcation. No overhead installation will be allowed.

7. District assumes that the minimum standard for point of demarcation and/or MDF closet will include:
 - a. Vendor equipment that requires no more than one nearby, dedicated, grounded outlet, 20 amp, 110 VAC single phase circuit for power services;
 - b. One 4' x - 3/4 inch plywood backboard for wall-mounted services; and
 - c. If existing rack space is not available, the space allocated to new equipment will not exceed 12 U of additional rack space, environment is suitable in existing rooms, and security is suitable in existing rooms.

8. Vendor is required to actively participate in the E-Rate program as follows:
 - a. Proposed solution is included as an official E-rate eligible "Telecommunications" service. If any part of the solution is not an eligible service, that cost must be clearly identified.
 - b. Provide proof of being a licensed provider.
 - c. Present an E-rate SPIN number.
 - d. Participate in the E-Rate reimbursement process.
 - e. Provide detailed billing of all equipment, software and services.
 - f. Any agreement which might lead to a commitment of funds on the part of District can be voided if E-Rate funds become unavailable in any contract year. Also, all responses must be based on costs before E-Rate discounts are applied.
 - g. The final timeline is subject to District and vendor discussions. A scheduling meeting will prioritize the upgrade at the sites.
 - i. Vendor must be a US company, have a local office within 50 miles of the District office, and provide an account team, project manager(s), and installation and repair crews.
 - j. The Vendor will provide printed circuit test reports and will coordinate with the District's IT Department to resolve any bandwidth and equipment hand-off issues.
 - k. Vendor has tools and procedures to measure the "Five Attributes of Carrier Ethernet" as established by the global Metro Ethernet Forum. These attributes describe requirements for Standardized Services, Scalability, Reliability, Quality of Service, and Service Management.
 - l. Vendor will formally test and balance the recommended initial bandwidth requirements listed below against the above "Five Attributes of Carrier Ethernet" to provide a quality, cost-effective network. (Do not simply over-subscribe bandwidth in order to satisfy proposal requirements.)

- m.** Network acceptance will require:
- 1.** Vendor will provide printed circuit test reports which certify the required bandwidth for each circuit.
 - 2.** Each site will operate for thirty (30) days without a single equipment, software, configuration, or dependent equipment failure.

[END OF SPECIFICATIONS]

ATTACHMENT "A"
(See attached form of Agreement)

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/may be] 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:
<http://www.usac.org/sl/service-providers/step01/default.aspx>

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 will be disqualified from participation in the bidding process and will be considered non-responsive. 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, 2018.

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
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>

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: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

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). 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.) This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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 2018 funding year (July 1, 2017). 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:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

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: _____

**INDEPENDENT CONTRACTOR AGREEMENT FOR TECHNOLOGY SERVICES
(Upgrade to Wide Area Network Services)**

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the HUNTINGTON BEACH CITY SCHOOL DISTRICT, ("District") and [INSERT NAME OF CONTRACTOR] ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as further described in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:
 - Signed Agreement
 - Workers' Compensation Certification
 - Fingerprinting/Criminal Background Investigation Certification
 - Insurance Certificates and Endorsements
 - W-9 Form
 - Drug-Free Workplace Certification
4. **Compensation.** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1.	_____	_____
4.1.2.	_____	_____
4.1.3.	_____	_____
4.1.4.	_____	_____
4.1.5.	_____	_____
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **EXHIBIT B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
 - 4.3. If Contractor works at more than one site, Contractor shall invoice for each site

separately.

5. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

5.1. _____.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, coagents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8. Performance of Services.

8.1. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. Meetings. Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. New Project Approval. Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.

9. Originality of Services. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Contractor's knowledge or participation or both, the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Contractor is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Contractor's full involvement, the District shall remove all title blocks and other information that might identify Contractor.

11. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6

of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

13.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Contractor; or

13.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. Insurance.

15.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits \$1,000,000 per occurrence
Employers' Liability	\$ 1,000,000
Name as CERTIFICATE HOLDER Huntington Beach City School District 17011 Beach Blvd., Suite 560 Huntington Beach, CA 92647	

15.1.1. Commercial General Liability and Automobile Liability Insurance.
 Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. Workers' Compensation and Employers' Liability Insurance.
 Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.2. Proof of Insurance. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1.A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to

the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. Assignment. The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

17. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District.

18. Certificates/Permits/Licenses/Registration. If applicable, Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and

therefore Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

21. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

21.1. All site visits shall be arranged through the District;

21.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

21.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;

21.5. Contractor and Contractor's employees shall not use student restroom facilities; and

21.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District

HUNTINGTON BEACH CITY SCHOOL
DISTRICT
ATTN: PURCHASING
17011 BEACH BLVD., SUITE 560
HUNTINGTON BEACH, CA 92647
EMAIL: purchasing@hbcasd.us

If to Contractor

[NAME OF CONTRACTOR]

_____, California 9____
[FAX]
ATTN: _____
EMAIL: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Tolling of District's Claims.** Contractor agrees to toll all statutes of limitations for District's assertion of claims against Contractor that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Contractor's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
- 35. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 36. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 37. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 38. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 39. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES AND CONTRACTOR INFORMATION ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 20__

Dated: _____, 20__

Huntington Beach City School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Contractor to furnish the information requested in this section.

EXHIBIT A
CONTRACTOR'S SERVICES

Contractor's entire Proposal is **not** made part of this Agreement.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

- Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: _____ (“Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____