



# **REQUEST FOR PROPOSALS**

**RFP #21/22-002  
E-Rate Year 2022/2023  
470# 220000887**

## **Wide Area Network (WAN) and Internet Access Services**

**Deadline to Submit Proposals:  
Monday, 11/15/2021 at 2:00 PM**

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
Purchasing Department**

**Valerie Ranum  
Director, Business Services  
4750 Date Avenue  
La Mesa CA 91942  
Valerie.Ranum@LMSVschoools.org**

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\*To be responsive to this proposal, these forms need to be completed and turned in with proposal.

## NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that La Mesa-Spring Valley School District, of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **2:00 o'clock p.m. of the 15th day of November 2021**, sealed written proposals for the award of contract for:

**Wide Area Network (WAN) and Internet Access Services  
RFP #21/22-002  
470# 220000887**

Proposals will be received in the office of the Business Services, Purchasing Department of the District at 4750 Date Avenue, La Mesa, California 91942, in accordance with this RFP.

Each proposal must conform and be responsive to the requirements of this RFP, a copy of which is on the District website, at <https://LMSVschoools.org/purchasing-services> and the EPC Portal at <https://portal.usac.org/suite/>.

An optional site walk will be held on **October 19, 2021 at 8:00 a.m.** at the La Mesa-Spring Valley School District Offices, located at 4750 Date Avenue, La Mesa, California 91942.

Any questions shall be submitted in writing to Valerie Ranum, Director of Business Services, at [Valerie.Ranum@LMSVschoools.org](mailto:Valerie.Ranum@LMSVschoools.org) before **November 5, 2021, 2:00 p.m.** Answers to questions and any addenda, as needed, will be posted on the District website and the EPC Portal on the date specified in the Schedule, provided herein.

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 respondents for one or more work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

Valerie Ranum  
Director of Business Services  
La Mesa-Spring Valley School District  
San Diego County, California

## INFORMATION FOR PROPOSERS

### A. BACKGROUND

La Mesa-Spring Valley School District (LMSVSD) requests proposals for **District-Wide Fiber Optic Wide Area Network Services**. The initial proposal must be 1GB at each site with the option to increase to 2GB, 5GB and 10GB as needed for future growth.

La Mesa-Spring Valley School District (LMSVSD) requests proposals for **Internet Access Services**. This connection is a Point-to-point connection from The District's MDF to SDCOE. The initial proposal must be 10GB connection with the option to upgrade to 20GB and 40GB.

**Vendors may respond to either the Wide Area Network Services or Internet Access portions of the RFP or both. The District will evaluate each portion individually and may award to one or more vendors.**

### PRIMARY NETWORK UPGRADE NEEDS

The District currently has a fiber based wide area network connecting the MDF at all remote locations to the District Office MDF and connecting the District office MDF to SDCOE for internet access. Our current service provider is AT&T. The design of the proposed network shall incorporate secure point-to-point connections between District Office MDF and the MDF at remote locations and a secure point-to-point connections between District Office MDF and SDCOE for internet access with ability to increase bandwidth as needed.

**LMSVSD has existing district-owned network core equipment consisting of Cisco switches and routers in the core and at all the remote sites. This proposal requires that a Multi-Mode fiber hand-off be provided to all remote locations and multiple Multi-Mode fiber hand-offs be provided at the District Office MDF location. The District requires a hub and spoke configuration that is compatible with our existing Cisco equipment.**

**The internet connection from LMSVSD to SDCOE must be single mode fiber hand-off.**

### B. SCOPE OF SERVICES

The desired scope of services is set forth in the Specifications and Appendices I - IV. 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."

### C. 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, 2022 through June 30, 2027. The installation and implementation of the District-Wide Fiber Optic Wide Area Network Service is to be completed on or before July 31, 2022.

### D. 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 Number 22000887** 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 respondents 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>. Respondents 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.

## **E. SUBMITTAL REQUIREMENTS**

Requirements for contents of submittals are:

1. The Vendor 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.) Although an electronic version of the attachments is available to assist vendors in preparing proposals, the proposal must be physically submitted.
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:

La Mesa-Spring Valley School District  
4750 Date Ave  
La Mesa, CA 91942  
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. 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 if required to do so by law. Pursuant to Michaelis, Montanari & Johnson v. Superior Court (2006) 38 Cal. 4<sup>th</sup> 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 approved by the District's governing board, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the Proposer or any other party as a result of any public disclosure of any proposal or a portion thereof.
5. Any vendor failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Respondents 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. One (1) flash drive containing electronic copies of all files submitted.

**F. CONTENT REQUIREMENTS**

The following table describes the required format and content for the vendor proposal. Proposals must contain all sections described below (except for #11 Supplemental Material, Optional Section), in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

Proposal Section	Section Contents
1. <b>Transmittal/Cover Letter</b>	Limited to two (2) pages See below.
2. <b>Business Information</b>	See below.
3. <b>Relevant Project Experience</b>	See below.
4. <b>Project Team Summary</b>	See below.
5. <b>Litigation History</b>	See below.
6. <b>Fee Proposal</b>	See below.
7. <b>Proposal Questionnaire</b>	Appendix I (no more than five (5) pages)
8. <b>Site Cost Worksheet</b>	Appendix II
9. <b>Summary of Cost Worksheet</b>	Appendix III
10. <b>Future Growth Pricing Worksheet</b>	Appendix IV
11. <b>Supplemental Material</b>	Optional Section

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

- Provide a letter of introduction signed by an authorized officer of the respondent. If the respondent 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.
- Respondent **must** include one (1) of the follow statements:

“[INSERT RESPONDENT’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 RESPONDENT’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 RESPONDENT’S NAME] **has no objections** to the use of the Agreement.”

OR

*“[INSERT RESPONDENT’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 RESPONDENT’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 RESPONDENT'S NAME]* **has objections** to the use of the Agreement, listed as follows: *[IDENTIFY ALL OBJECTIONS]*.”

- Respondent 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.
- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- **Respondent shall sign and add the following language: “By virtue of submission of this Proposal, *[INSERT RESPONDENT'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?
- Square footage.
- Main program elements.
- Original budget, proposal amount & final amount at close-out.
- 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 respondent is legally permitted and properly licensed for the scope of work for which the Proposal is submitted and 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. LITIGATION HISTORY**

Provide a comprehensive five(5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A Proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

#### **6. FEE PROPOSAL**

The responder's proposed pricing for the contract shall be clearly provided in Appendixes II and III. Any additional details and contingencies related to the costs shall be notes on your submittal. 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 the pricing negotiated between the District and the selected firm, which shall be negotiated with the successful respondent. Any objections to the form of Agreement must be identified in your Cover Letter.

## **G. SELECTION PROCESS**

Vendor proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. 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 respondent 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 respondents. 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. The District may disqualify any vendor for any reason without explanation.
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:
  - Information provided by the vendor in their response;
  - Information provided by the vendor in response to District clarification questions;
  - Information from reference checks;
  - Experience and performance history of the firm with similar services;
  - Experience and results of proposed personnel;
  - Technical capabilities and track record;
  - Value of services under proposed fees; and
  - 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:
  - a. (35%) Cost of eligible products and/or services
  - b. (15%) Design and Technical Bid Submittal
  - c. (20%) Implementation Cost
  - d. (5%) Vendor References
  - e. (15%) Experience with District
  - f. (10%) Ability to deliver service at start of funding year
6. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a respondent 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 representative facilities.
7. The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will

be an opportunity for the District's evaluation committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. **Any comments or proposed changes to the form of Agreement attached hereto as Attachment "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.**

8. District reserves the right to reject any or all submittals and to negotiate contract terms with one or more respondents 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 respondent 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.

#### **H. PROTESTS BY PROPOSERS**

Although not required by California Codes or USAC, a Proposer may protest a proposal award if the Proposer believes that the award is inconsistent with Board policy, the Proposer's specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee before the day and time identified in the Schedule. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to file the protest documents in a timely manner shall constitute a waiver of the right to protest.

Any proposer submitting a Proposal may file a protest of the District's intent to award the contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the District (email is not acceptable).
2. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest; any matters not set forth in the written proposal protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any proposal protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a proposal protest is filed in strict conformity with the foregoing, the District's Superintendent and Assistant Superintendent, Business Services, or such individual(s) as may be designated, shall review and evaluate the basis of the proposal protest. Either the District's Superintendent, Assistant Superintendent, Business Services or other individual designated shall provide the Proposer submitting the proposal protest with a written statement concurring with or denying the proposal protest within three (3) working days. A meeting with the Proposer may be convened in order to attempt to resolve the problem.

6. The District's Board will render a final determination and disposition of a proposal protest by taking action to adopt, modify or reject the disposition of a proposal award as reflected in the written statement of the Superintendent, Assistant Superintendent, Business Services or designee. Action by the District's Board relative to a proposal award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board.
7. The rendition of a written statement by the Superintendent, Assistant Superintendent, Business Services (or designee) and action by the District's Board to adopt, modify or reject the disposition of the proposal award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the RFP process, the District's intent to award the contract, the District's disposition of any proposal protest or the District's decision to reject all Proposals.
8. The procedure and time limits set forth in this Section are mandatory if a Proposer seeks to protest an award recommendation, and are the Proposer's sole and exclusive remedy in the event of proposal protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the proposal protest, including filing a Government Code Claim or legal proceedings.

## **GENERAL INFORMATION**

### **1. 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. Information in the proposals marked proprietary and confidential at the time of submittal will not be disclosed in accordance with Government Code section 6254.15. However, 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 respondent 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 respondent or other party as a result of any public disclosure of any proposal.

### **2. 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 respondent 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.

### **3. 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 respondent.

### **4. 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.

## 5. Erasures/Mutilation of RFP Documents

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the proposal. Contractors should not deface or mutilate the proposal documents to the extent that they may not be usable for construction purposes.

## 6. 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.

**6.1.** 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.

**6.2.** 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.

## 7. District Requirements

The successful Proposer to whom the contract is awarded shall execute and submit the following documents by 5:00 p.m. of the seventh (7<sup>th</sup>) day following the date of Board approval of the award of contract. Failure to properly and timely submit these documents may entitle the District to reject the proposal as being non-responsive.

Required Documentation:

- a. **Agreement** (Form is attached as Attachment "A" to this RFP.)
- b. **Insurance Certificates and Endorsements** (Minimum requirements are set forth in the form of Agreement.)
- c. **Workers' Compensation Certification** (Form is attached to the Agreement.)
- d. **Fingerprinting/Criminal Background Investigation Certification.** (Form is attached to the Agreement.)
- e. **Drug-Free Workplace Certification** (Form is attached to the Agreement.)
- f. **Tobacco-Free Environment Certification** (Form is attached to the Agreement.)

**8. Evidence of Responsibility**

Upon the request of the District, a proposer whose proposal is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the proposer's financial resources, his construction experience in the type of work being required by the District, and his organization available for the performance of the contract and any other required evidence of the proposer's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a proposer's responsibility to perform the proposed contract may result in rejection of the proposal.

**9. No Public Opening**

Proposals will not be opened publicly, however a list of the companies submitting proposal packages will be available within a reasonable time after the submittal deadline.

**10. Workers' Compensation**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. A form of compliance certificate is included as part of the contract documents.

**11. Ethics in Proposing.**

The District expects the proposers to maintain high ethical standards in engaging in the competitive proposing process. The proposal amount of one proposer should not be divulged to another before the award. District will consider any proposer found to be engaging in such practices to be a non-responsible proposer and may reject its proposal on that ground.

**12. Fingerprinting**

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.1, a fingerprinting compliance certificate is included as part of the contract documents.

**13. Tobacco-Free Policy**

The Governing Board of the La Mesa-Spring Valley School 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).

**14. 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.

**15. Time of Performance**

The work shall commence and be completed on the dates stated below. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing. The actual contract

value is based on the actual necessary services issued between July 1, 2022 and expiration of contract.

**16. Schedule**

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

<b>EVENT</b>	<b>DATE</b>
Post Form 470 and Issue RFP	Thursday, 10/07/2021
Optional Site Walk	Tuesday, 10/19/21 at 8:00 AM
Questions from Proposers Due (in writing)	Friday, 11/5/2021 by 2:00 PM
Answers and Addenda Posted on USAC and District website	Tuesday, 11/09/2021 by 6:00 PM
<b>Deadline to Submit Proposal</b>	<b>Monday, 11/15/2021 at 2:00 PM</b>
Announcement of Recommendation	Thursday, 11/18/2021 by 4:00 PM
Deadline to Submit Challenges to Recommendation	Monday, 11/29/2021 by 4:00 PM
District Board Meeting to Approve Award of Contract	12/14/2021
Contract Term Start Date	07/01/2022
Contract Term Completion Date	06/30/2025 with two (2) options to renew for one-year periods



**La Mesa – Spring Valley School District  
Wide Area Network (WAN) and Internet Access Services  
RFP #21/22-002**

**SPECIFICATIONS**

**A. TECHNICAL SPECIFICATIONS**

La Mesa-Spring Valley School District (LMSVSD) requests proposals for District-Wide Fiber Optic Wide Area Network Services. The initial proposal must be 1GB at each site with the option to increase to 2GB, 5GB and 10GB as needed for future growth.

La Mesa-Spring Valley School District (LMSVSD) requests proposals for Internet Access Services. This connection is a Point-to-point connection from The District's MDF to SDCOE. The initial proposal must be 10GB connection with the option to upgrade to 20GB and 40GB.

**Vendors may respond to either the Wide Area Network Services or Internet Access portions of the RFP or both. The District will evaluate each portion individually and may award to one or more vendors.**

The District intends to initially implement a 1 Gbps multi-mode fiber hand-off between all sites and the District office MDF.

The District intends to initially implement a 10 Gbps single-mode fiber hand-off at the District office MDF to SDCOE

The option for growth including, but not limited to, increases or decreases in service and bandwidth and/or additions of locations, will be determined as 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**

Based on available funding, vendor responses and recommendations, and vendor negotiations, this project may be slated for completion as shown below.

District Office MDF

A total of 23 x 1 Gbps multi-mode fiber hand-off to the District Office MDF are required and shall be connected to the MDF at remote locations. Bandwidth requirements for the MDF 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 MDF at remote locations and to the District office MDF.

School Sites

Connect all sites (23) to the District Office MDF with a Multi-Mode fiber hand-off that offers flexible bandwidth options ranging from 1 Gbps or higher. Fiber optic circuits should be end-to-end fiber with initial bandwidth of 1 Gbps for each site.

**B. NETWORK SPECIFICATIONS**

1. Vendor is required to provide, plan, configure, install, monitor, and maintain the vendor supplied district-wide fiber optic wide area network services and hardware at all locations.
2. Network availability is reliable and accessible at each site at 99.9%.
3. Service response time for the District Office MDF is 7 days x 24 hours x 4 hour response.
4. Service response time for the schools is 5 days x 10 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. LMSVSD 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,
  - 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 LMSVSD 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. Because this is an E-Rate project, funds, if awarded, are not available until July 1, 2022. Therefore, the majority of the work specified in this contract must be completed before July 31, 2022.
  - h. 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 LMSVSD, 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 30 days without a single equipment, software, configuration, or dependent equipment failure.

[END OF SPECIFICATIONS]

## APPENDIX I

**Service Provider Name:**

**Service**

**Provider E-Rate SPIN#:**

**Address:**

**Phone:**

**Contact Name:**

**Contact Title:**

**Date:**

1. Describe your company and your ability to provide the services required by this RFP. Provide three local K-12 school district references that you have completed work similar to this project.
2. Provide a high-level description of the service you are proposing. Specifically, describe the service solution to the District Office MDF and the MDF at remote locations.
3. Provide a detailed diagram of the proposed district-wide fiber optic wide area network services for LMSVSD. Include proposed dates of each phase.
4. Provide a detailed unit and extended cost for each location, that clearly identifies equipment and supplies, installation, project management, training, mileage, monthly ongoing service cost, cost of change (i.e. network down-time, service interruptions, etc.), etc. Use the "Site Cost Worksheet" provided in this document for your response. Make as many copies of the form as needed to define each site completely. If multiple sites have the exact same configuration and cost, one form may be used to itemize the costs for the multiple sites, so long as they are specifically listed, and the unit costs by site are easily understood. You may add additional rows to the form as needed.
5. Provide a total project summary cost for each location. Use the "Summary of Cost Worksheet" form, provided in this document for your response.
6. Describe the minimum and maximum levels of bandwidth available under your proposal, and describe how bandwidth can be increased incrementally, the resulting lead time and additional costs associated with a bandwidth change and monthly cost per bandwidth increment.
7. Describe how the proposed solution for the required bandwidth for all sites meets the "Five Attributes of Carrier Ethernet" as established by the Metro Ethernet Forum discussed. Identify your plan for testing the recommended bandwidth against the "Five Attributes" to ensure that the final network is not over-provisioned for the needs described in this RFP.
8. Describe how your solution meets the needs for voice, data, video, wireless access, and possible future security camera, VOIP, and alarm systems.
9. Describe, in detail, the network equipment (racks, routers and/or switches, UPS's, etc.) that you will install, configure and maintain as a result of this proposal. Include the planned schedule of maintenance for the equipment. Include specifications pages for each product, as well as the minimum and maximum bandwidth supported by that solution.

10. Describe the minimum physical plant point of demarcation and/or MDF requirement (footprint, electrical, air conditioning, security, etc.) for each site required for your proposal. Specifically identify any variances in the Point of Demarcation / MDF Standard stated on the "Site Cost Worksheet". LMSVSD will provide the necessary upgrades prior to vendor-equipment installation. Note: Space has been provided on the "Site Cost Worksheet" for this information.
11. Describe any installation costs, such as trenching, conduit installation, fiber optic installation, etc., needed for each site listed above. Comment on Point of Demarcation for each site, and clearly identify vendor and site responsibilities. Note: Space has been provided on the "Site Cost Worksheet" for this information.
12. Describe any recommended CISCO equipment changes you have included in your proposal.
13. Identify the local account team, project manager, trainer, and installation and repair crews that you have secured to complete this project. Confirm that the project manager will be on-site at LMSVSD during installation.
14. Include a proposed timeline for the project that complements the one suggested in this document. Explain any recommended implementation changes that you would make. Include planning, construction, equipment acquisition/staging, configuration, installation, testing, training, and acceptance.
15. Describe how you will satisfy the "RFP Service Minimums" for response time, Help Desk, and bandwidth requirements.
16. Describe your experience with E-Rate and CTF programs. Provide sample reports that will assist LMSVSD to complete required reports, and track and audit its discounts.
17. Describe your solution warranty, and clearly identify source of warranty (manufacturer vs vendor).
18. Provide the level of support needed by District staff to support your proposal.
19. Provide license numbers and/or copies of certifications to verify that you hold the necessary certifications to complete this project.
20. Has your company been involved in litigation, arbitration or mediation with a public entity in the past five (5) years on any matter related to the installation or service of a Wide Area Network?
21. Does your company currently have adequate staff to support this project? If not, please provide information about additional staffing required and your company's plan to meet those needs

[END OF APPENDIX I]

**La Mesa-Spring Valley School District  
Wide Area Network (WAN) Services and Internet Access Services**

**APPENDIX II  
Site Cost Worksheet**

**Date:**  
**Service Provider Name:**  
**Service Provider E-Rate SPIN#:**  
**Contractor:**  
**Site Name:**  
**Point of Demarcation:**

*Enter narrative here.*

				Cost incurred after 6/30/2022			
Quantity	E-Rate Eligible (Y/N)	Description of Service or Product (Provide cost details including circuits, installation, configuration, hardware/software, etc.)	Cost Before 7/1/2022	Pre-Discount Non-Recurring Costs	Pre-Discount Monthly Unit Cost	Pre-Discount Monthly Extended Cost	Pre-Discount Annual Costs

**LMSVSD Make-Ready MDF Requirement**

**La Mesa-Spring Valley School District  
Wide Area Network (WAN) Services**

**APPENDIX III  
Summary of Cost Worksheet**

Complete form below listing all applicable pre-discounted costs.

Service Provider Name: \_\_\_\_\_

Site	Handoff Connection Type	Initial Bandwidth	One-time Installation Cost	Pre-Discount Recurring Monthly Cost	Pre-Discount Annual Cost
District Office 4750 Date Ave La Mesa 91942	Multiple 1 Gbps multi-mode fiber	23 Gbps			
Operation Center 3838 Conrad Drive Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
LMSV-Preschool 4811 Glen St. La Mesa, CA 91941	1 Gbps multi-mode fiber	1 Gbps			
Avondale 8401 Stansbury St Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Bancroft 8805 Tyler St Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Casa De Oro 10227 Ramona Dr Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Fletcher Hills 2330 Center Pl El Cajon 92020	1 Gbps multi-mode fiber	1 Gbps			
Highlands 3131 So Barcelona Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Kempton 740 Kempton St Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
La Mesa Dale 4370 Parks Ave La Mesa 91941	1 Gbps multi-mode fiber	1 Gbps			
La Presa Elem 519 La Presa Ave. Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Lemon 8787 Lemon Ave La Mesa 91941	1 Gbps multi-mode fiber	1 Gbps			
Loma 10355 Loma Lane Spring Valley 91978	1 Gbps multi-mode fiber	1 Gbps			

**La Mesa-Spring Valley School District  
Wide Area Network (WAN) Services**

**APPENDIX III  
Site Cost Worksheet**

Service Provider Name: \_\_\_\_\_

Site	Handoff Connection Type	Initial Bandwidth	Pre-Discount One-time Installation Cost	Pre-Discount Recurring Monthly Cost	Pre-Discount Annual Cost
Maryland 5400 Maryland Ave La Mesa 91942	1 Gbps multi-mode fiber	1 Gbps			
Murdock 4354 Conrad Dr La Mesa 91941	1 Gbps multi-mode fiber	1 Gbps			
Murray Manor 8305 El Paso St La Mesa 91942	1 Gbps multi-mode fiber	1 Gbps			
Northmont 9405 Gregory St La Mesa 91942	1 Gbps multi-mode fiber	1 Gbps			
Rancho 8845 Noeline Ave Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Rolando 6925 Tower St La Mesa 91941	1 Gbps multi-mode fiber	1 Gbps			
Sweetwater Springs 10129 Austin Dr Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
La Mesa Arts Academy 4200 Parks Ave La Mesa 91941	1 Gbps multi-mode fiber	1 Gbps			
STEAM ACA@ La Presa 1001 Leland St Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
Parkway Middle 9009 Park Plaza Dr La Mesa 91942	1 Gbps multi-mode fiber	1 Gbps			
Spring Valley Academy 3900 Conrad Dr Spring Valley 91977	1 Gbps multi-mode fiber	1 Gbps			
<b>Total Cost</b>					



**La Mesa-Spring Valley School District  
Internet Access Services**

**APPENDIX III  
Summary of Cost Worksheet**

Complete form below listing all applicable pre-discounted costs.

Service Provider Name: \_\_\_\_\_

Site	Handoff Connection Type	Initial Bandwidth	One-time Installation Cost	Pre-Discount Recurring Monthly Cost	Pre-Discount Annual Cost
District Office 4750 Date Ave La Mesa 91942	10 Gbps single-mode fiber	10 Gbps			
SDCOE 6401 Linda Vista Rd San Diego, CA 92111	10 Gbps single-mode fiber	10 Gbps			
<b>Total Cost</b>					

[END OF APPENDIX III]

**La Mesa-Spring Valley School District  
Wide Area Network Services  
APPENDIX IV  
Future Growth Pricing Worksheet**

Complete form below listing bandwidth increments, and all applicable pre-discounted costs. The District wants the ability to increase or decrease bandwidth over the term of the contract. The initial bandwidth speed is 1 Gbps. The District wants the ability to increase bandwidth up to 10 Gbps per site if needed.

Service Provider Name: \_\_\_\_\_

Bandwidth Increment	One-time Installation Cost	Pre-Discount Recurring Monthly Cost	Pre-Discount Annual Cost
1 Gbps			
2 Gbps			
5 Gbps			
10 Gbps			

**La Mesa-Spring Valley School District  
Internet Access Services  
APPENDIX IV  
Future Growth Pricing Worksheet**

Complete form below listing bandwidth increments, and all applicable pre-discounted costs. The District wants the ability to increase or decrease bandwidth over the term of the contract. The initial bandwidth speed is 10 Gbps. The District wants the ability to increase bandwidth up to 40 Gbps per site if needed

Service Provider Name: \_\_\_\_\_

Bandwidth Increment	One-time Installation Cost	Pre-Discount Recurring Monthly Cost	Pre-Discount Annual Cost
10 Gbps			
20 Gbps			
40 Gbps			

[END OF APPENDIX IV]

**ATTACHMENT A**  
**FORM OF AGREEMENT**  
**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES**  
**Wide Area Network (WAN) and Internet Access Services**

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT, ("District") and \_\_\_\_\_ ("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.** Consultant shall not commence the Services under this Agreement until Consultant 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. Appendix II and Appendix III and Appendix IV
    - 4.1.2. \_\_\_\_\_
    - 4.1.3. \_\_\_\_\_
    - 4.1.4. \_\_\_\_\_
    - 4.1.5. \_\_\_\_\_
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.

**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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$ 1,000,000

**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.** 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**

LA MESA-SPRING VALLEY SCHOOL  
DISTRICT  
ATTN: Business Services  
4750 Date Avenue  
La Mesa, CA 91942  
FAX: (619) 668-8332  
EMAIL:

**If to Contractor**

[NAME]  
\_\_\_\_\_  
\_\_\_\_\_  
[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\_\_

**La Mesa-Spring Valley School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

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**Information regarding Contractor:**

License No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_ Individual
- \_\_\_ Sole Proprietorship
- \_\_\_ Partnership
- \_\_\_ Limited Partnership
- \_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_ Limited Liability Company
- \_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**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: \_\_\_\_\_

**E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**  
**(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)**

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](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, 2022.
- 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 Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC’s Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

- 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 2022 funding year (July 1, 2022). 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:** \_\_\_\_\_