



# **REQUEST FOR PROPOSALS**

**RFP #22/23-001  
E-Rate Year 2023/2024  
470 #230001923**

## **TECHNOLOGY EQUIPMENT**

**Deadline to Submit Proposals:  
Monday, 11/14/2022 at 2:00 PM**

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
Department of Business Services**

**Robert Cochran, Ed.D.  
Director, Business Services  
4750 Date Avenue  
La Mesa CA 91942  
Robert.Cochran@LMSVschoools.org**

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- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification

**NOTICE OF REQUEST FOR PROPOSALS (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 14th day of November 2022**, sealed written proposals for the award of contract for:

**Technology Equipment (District-Wide Purchase)  
RFP #22/23-001**

**470# 230001923**

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 now on the District website at <https://www.lmsvschools.org/purchasing-services> and also on the E-rate EPC website at <https://portal.usac.org/suite/>, available with the Form 470. Request proposal documents from Robert Cochran, Director of Business Services at [Robert.Cochran@LMSVschoools.org](mailto:Robert.Cochran@LMSVschoools.org) or (619) 668-5700 x 6220.

Any questions shall be submitted in writing to Robert Cochran, Director of Business Services, at [Robert.Cochran@LMSVschoools.org](mailto:Robert.Cochran@LMSVschoools.org) before **Friday, November 4, 2022, by 2:00 o'clock p.m.** Answers to questions and any addenda, as needed, will be posted on the District website and in the EPC Portal on the date specified in the Schedule, provided herein.

This is an E-rate RFP and vendors are required to provide a valid Service Provider Identification Number(s) (SPIN).

The District reserves the right to waive any informalities or irregularities in received submittals. Also, District reserves the right to reject any or all submittals and to negotiate contract terms with one or more Proposers or one or more items, if found to be in the best interest of the District. The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified.

Robert Cochran, Ed.D.  
Director of Business Services  
La Mesa-Spring Valley School District  
San Diego County, California

## **INFORMATION FOR PROPOSERS AND RFP REQUIREMENTS**

### **I. BACKGROUND**

La Mesa-Spring Valley School District (District) requests proposals for the supply of technology equipment to be used District-wide. Specifically, the District desires to upgrade its existing Cisco and Ruckus equipment.

### **II. TECHNOLOGY EQUIPMENT NEEDS AND SCOPE OF SERVICES**

The desired scope of services is set forth in the Project Specifications appended with this RFP. The final scope of services will be included with the District's form of Purchase Agreement ("Agreement"), which is distributed with this RFP at Attachment "A."

### **III. E-RATE FUNDED PROJECT:**

The District has posted an E-Rate Form 470 application for this project. The application form **470 Number 230001923** is associated with this RFP. **The District is dependent upon E-rate and District funding to acquire the Equipment identified in this RFP. Failure to obtain the requisite E-rate funding, in any contractual year, will make any contract, resultant from this RFP, voidable at the option of the District.** All Proposers to this RFP must be participants in the E-rate program and must provide their E-rate Service Provider Identification Number(s) (SPIN) as part of the proposal or the proposal will be rejected.

### **IV. SUBMITTAL REQUIREMENTS**

Requirements for contents of proposal 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.** (The District may reproduce additional copies as required.)
- 2. District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.**
- 3.** Proposals shall be enclosed in **a sealed envelope** bearing the description of the **RFP name, RFP number** and the **name of the Proposer** and submitted on or before the deadline indicated in the Schedule to:

La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, CA 9194  
Business Services Department

- 4.** 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.4th 1065, proposals shall be held confidential by

**RFP – Technology Equipment**

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 Proposer failing to submit information in accordance with the procedures set forth in this RFP may be considered non-responsive.
- 6. Proposers must comply with the following format requirements.
  - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Vendor name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of the Section Contents (e.g., first tab would be labeled “Transmittal/Cover Letter”).
  - b. The unbound copy shall be marked “Copy for Reproduction” and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm’s name, the total number of pages, and identifying those pages that were removed due to proprietary information.
  - c. One (1) flash drive containing electronic copies of all files submitted.

**V. CONTENT REQUIREMENTS**

The following table describes the required format and content for the proposal. Proposals must contain all sections described below (except section #8 for optional supplementation material), in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

<b>Tab - Proposal Section</b>	<b>Section Contents</b>
<b>1. Transmittal/Cover Letter</b>	Limited to two (2) pages
<b>2. Business Information</b>	See below.
<b>3. Relevant Project Experience</b>	See below.
<b>4. Project Team Summary</b>	See below.
<b>5. Litigation History</b>	See below.
<b>6. Proposal</b>	See below.
<b>7. This Section Intentionally Left Blank</b>	This Section Intentionally Left Blank
<b>8. Supplemental Material</b>	Optional Section
<b>9. Non-Collusion Declaration</b>	

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

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

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

OR

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

- Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Proposer shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: "By virtue of submission of this Proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."

## **2. BUSINESS INFORMATION**

- Company name.
- Address.
- Telephone.
- Fax.

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

### **3. RELEVANT EXPERIENCE**

- Provide information about prior Equipment 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.
  - Briefly describe equipment and services provided by your firm for this project.
  - Briefly describe the key contract elements.
  - Briefly describe your role in the E-Rate process for this project.
  - Briefly state relevance of projects included for consideration in this RFP.

### **4. PROJECT TEAM SUMMARY**

- The District expects that the team, or at least the two main points of contact, shall remain intact for the duration of the contract.

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services.
- If applicable, each Proposal must include evidence that the Proposer 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.

## **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. PROPOSAL**

The base proposal quote for each component shall include all materials, sales tax, and delivery meeting the scope requirements provided at the Project Specifications. Proposer may be asked to provide itemized details on its pricing.

A form of the Purchase Agreement has been distributed with this RFP as **Attachment "A."** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm, which shall be negotiated with the successful Proposer. **Any objections to the form of Agreement must be identified in your Cover Letter.**

## **7. THIS SECTION INTENTIONALLY LEFT BLANK**

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## **VI. SELECTION PROCESS**

The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified. Each submittal will be scored by an RFP evaluation committee. The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP, including any supporting materials. The awarding of the contract(s), if at all, is at the sole discretion of the District. District reserves the right to reject any or all submittals and to negotiate contract terms with one or more Proposers for one or more items. The District reserves the right to award all, part, or none of the work described in this RFP. The District reserves the right to contract with any entity responding to this RFP for all or any portion of the project described herein, to reject any proposal as non-responsive, and/or not to contract with any Proposer for the Equipment described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.



In accordance with USAC guidelines, the District may consider factors other than price alone in the consideration of proposals; price for E-rate eligible equipment will be the heaviest-weighted factor considered.

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 Proposer in their response;
  - Information provided by the Proposer in response to District clarification questions;
  - Information from reference checks;
  - Experience and performance history of the firm with similar services and equipment;
  - Experience and results of proposed personnel;
  - On-time delivery 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

**The proposals will be rated as follows:**

- a. **(30%) Pricing of Eligible Equipment, Warranties, and Maintenance**
  - b. **(15%) Compatibility of specific Equipment with Existing Systems**
  - c. **(15%) Management of specific Equipment with Existing Systems**
  - d. **(10%) Quality of Equipment and Service or proposed equivalent**
  - e. **(10%) Prior Experience Working with District for like products and/or services**
  - f. **(10%) References**
  - g. **(10%) Prior E-Rate Experience**
5. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a Proposer to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## **VII. 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.
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.

## **VIII. OTHER INFORMATION**

### **1. Full Opportunity**

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

### **2. 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, its governing board, or evaluation committee/selection members. Any such contact shall be grounds for the disqualification of the Proposer.

### **3. 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.

### **4. 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. Proposers should not deface or mutilate the proposal documents to the extent that they may not be usable for review and evaluation purposes.

### **5. Examination of 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 shall in no way relieve any Proposer from obligations with respect to his proposal or to the contract.

Each Proposer, by submitting a proposal represents that Proposer has read and understands the Agreement 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. 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 (7th) 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.)

## **7. 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 or her experience in the type of work being required by the District, and his or her organization is 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.

## **8. 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.

## **9. 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.

**10. 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.

**11. 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 3513.3, Ed Code 48901).

**12. 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.

**13. Time of Performance**

The work shall commence and be completed on the contract dates stated below. District and Proposer 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.

**14. Order Term**

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of July 1, 2023 through June 30, 2024. The District reserves the right to extend the intent to purchase for an additional annual term through June 30, 2025.

**15. Schedule**

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

EVENT	DATE
Post Form 470 and Issue RFP	Friday, 10/14/2022
Questions from Proposers Due (in writing)	Friday, 11/04/2022 by 2:00 PM
Answers and Addenda Posted on USAC and District website	Tuesday, 11/08/2022 by 6:00 PM

<b>Deadline to Submit Proposal</b>	<b>Monday, 11/14/2022 at 2:00 PM</b>
Announcement of Recommendation	Wednesday, 11/16/2022 by 4:00 PM
Deadline to Submit Challenges to Recommendation	Wednesday, 11/23/2022 by 4:00 PM
District Board Meeting to Approve Award of Contract	12/13/2022
Contract Term Start Date	07/01/2023
Contract Term Completion Date	06/30/2024

**WE THANK YOU FOR YOUR INTEREST IN THIS PROJECT!**

**NON-COLLUSION DECLARATION**  
(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)

**PUBLIC CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
DATE

at \_\_\_\_\_,  
CITY STATE

Date: \_\_\_\_\_

Proposer's Proper Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**I. Cisco and Ruckus Equipment or equivalent**

The Goal: To provide qualified proposers with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

The purpose of this RFP is to upgrade the District’s existing Cisco and Ruckus Equipment.

The proposed solution price must include a complete bill of materials **and include applicable sales tax, and applicable shipping**. In order for a respondent’s proposal to be considered, the proposed solution price must include sales tax and shipping fees as a separate line item which is easily differentiated from the price of the materials.

**Minimum Technical Requirements and Quantities**

Item	Cisco LAN Switch (C9500-16X-A) or equivalent	Cisco Power Supply (PWR-C4-950WAC-R/2) or equivalent	Cisco 9500 license (C9500-DNA-L-A-3Y) or equivalent	Cisco PoE Switch (C9200L-48P-4G) or equivalent	Cisco Router (ISR4451-X/K9) or equivalent	Cisco Router Power supply (PWR-4450-AC=) or equivalent	Ruckus SmartZone 144 Controller (SZ144) or equivalent
Quantity	5	5	5	27	17	17	2

**Other requirements:**

- All equipment and material should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
- Provide the first year of maintenance and support.
- District will reject any extra charge by vendor.

Respondents should submit their price solutions in Appendix B-1

**A. TRADE NAMES AND ALTERNATIVES**

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words “or equal,” and Proposer may, unless otherwise stated, offer any material process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by Proposer is not, in opinion of the District, substantially equal or better in every respect to that specified, then Proposer shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with Proposer. Proposer shall submit request together with substantiating data for substitution of any “or equal” item within the response by the close of the proposal period. Provision authorizing submission of “or equal” justification data shall not in any way authorize an extension of time of RFP response.



Note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with bid response.

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

### **1) E-RATE CONTINGENCY**

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

### **2) SERVICE PROVIDER REQUIREMENTS**

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <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 USAC before July 1, 2023.
- 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 2023 funding year (July 1, 2023). 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:** \_\_\_\_\_

**END OF PROJECT SPECIFICATIONS**

**ATTACHMENT "A"**  
**(See attached form of Agreement)**

## **PURCHASE AGREEMENT**

This Purchase Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the La Mesa-Spring Valley School District, ("District") and \_\_\_\_\_ ("Vendor"), (together, "Parties"), as follows:

### **RECITALS**

WHEREAS, the District wishes to procure technology equipment and supplies with related accessories for use District-wide from Vendor in a cost-effective manner;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

### **TERMS AND CONDITIONS**

1. **Contract Terms.**

1.1. Each bidder, by making his bid represents that he has read and understands the Contract and Bid 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.

2. **Product and Price.**

2.1. Vendor hereby agrees to sell, supply, and deliver technology equipment and supplies, as more specifically identified in the proposal ("Equipment"), dated \_\_\_\_\_, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

2.2. The total not-to-exceed price for the delivery of the Product shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). ("Purchase Price").

3. **Order Term**

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of July 1, 2023 through June 30, 2024. The District reserves the right to extend the intent to purchase for an additional annual term through June 30, 2024.

4. **Payment Schedule.**

4.1. The Purchase Price shall be paid to Vendor according to the following schedule:

4.1.1. Payment shall be made within forty-five (45) days of (i) acceptance of the Equipment, or (ii) receipt of an undisputed invoice, whichever is later.



5. Delivery.
  - 5.1. Vendor shall deliver the Equipment identified in **Exhibit "A"** to the District.
  - 5.2. Shipping (F.O.B. Destination) is included in the Purchase Price.
  
6. Additional Items. During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity-which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.
  
7. Returns. Vendor shall issue credit to the District for all products returned from the Sites, including damaged or faulty Equipment.
  
8. Audit. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor 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 Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.
  
9. Insurance.
  - 9.1. Vendor shall procure and maintain at all times it performs any portion of the services under the Agreement 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

- **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, its Governing Board,

and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from or during the performance of any portion of the services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of Vendor's employees performing any portion of the services under the Agreement. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

9.2. Proof of Insurance. The Vendor shall not commence performing any portion of the services under the Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

9.2.1. 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."

9.2.2. 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.

9.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Vendor'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.

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

9.3. 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.

10. Licenses. Vendor and all of its employees, agents, and contractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses, registration and

permits as are required by law, in connection with the furnishing of products, materials, supplies, or services herein listed

11. Other Provisions.

- 11.1. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
- 11.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Vendor. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by the parties.
- 11.3. Each party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
- 11.4. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the County in which the District's administrative offices are located.
- 11.5. The parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.
- 11.6. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 11.7. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below or as provided by written notice to the other party.

[SIGNATURES ON FOLLOWING PAGE.]

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

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

**La Mesa-Spring Valley School District**  
4750 Date Avenue  
La Mesa CA 91942

[INSERT VENDOR NAME]  
INSERT ADDRESS

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

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

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

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

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

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

---

**Information regarding Vendor:**

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

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

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

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

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

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

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

## EXHIBIT "A"

### Minimum Technical Requirements and Quantities

Item	Cisco LAN Switch (C9500-16X-A) or equivalent	Cisco Power Supply (PWR-C4-950WAC-R/2) or equivalent	Cisco 9500 license (C9500-DNA-L-A-3Y) or equivalent	Cisco PoE Switch (C9200L-48P-4G) or equivalent	Cisco Router (ISR4451-X/K9) or equivalent	Cisco Router Power supply (PWR-4450-AC=) or equivalent	Ruckus SmartZone 144 Controller (SZ144) or equivalent
Quantity	5	5	5	27	17	17	2

### Other requirements:

- All equipment and material should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
- Provide the first year of maintenance and support.
- District will reject any extra charge by vendor.

**EXHIBIT "B-1"**

**(Complete Vendor Pricing)**

<b>Description</b>	<b>Part #</b>	<b>QTY</b>	<b>Price Per Item</b>	<b>E-Rate Eligible Price</b>	<b>E-Rate Ineligible Price</b>	<b>Total Price</b>
Cisco LAN Switch or equivalent	<b>C9500-16X-A</b>	<b>5</b>				
Cisco 9500 License or equivalent	<b>C9500-DNS-L-A-3Y</b>	<b>5</b>				
Cisco Power Supply or equivalent	<b>PWR-C4-950WAC-R/2</b>	<b>5</b>				
Cisco PoE Switch or equivalent	<b>C9200L-48P-4G</b>	<b>27</b>				
Cisco Router or equivalent	<b>ISR4451-X/K9</b>	<b>17</b>				
Cisco Router Power Supply or equivalent	<b>PWR-4450-AC=</b>	<b>17</b>				
Ruckus SmartZone 144 Controller or equivalent	<b>SZ144</b>	<b>2</b>				
				<b>Tax</b>		
				<b>Freight/Shipping</b>		
				<b>Grand Total</b>		

**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 contractor will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

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**

Vendor certifies that it has taken at least one of the following actions with respect to the scope of work that is the subject of the Agreement (check all that apply):

\_\_\_\_\_ Vendor is a *sole proprietor* and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Vendor’s employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District’s preparation and submission of fingerprints such that the California Department of Justice (“DOJ”) may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

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 and undertake to prepare and submit Vendor’s fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative’s Name and Title: \_\_\_\_\_

District Representative’s Signature: \_\_\_\_\_

\_\_\_\_\_ Vendor, *who is not a sole proprietor*, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California DOJ 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 Vendor’s employees and of all of its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of work, a physical barrier at the Site, that will limit contact between Vendor’s employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California DOJ has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor’s employees and its subcontractors’ employees is:

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

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

**NOTE:** If the Vendor is a sole proprietor, and elects to have its employee monitor and supervise pursuant to the above, Vendor must have the above-named employee’s fingerprints prepared and submitted by the District, in accordance with



Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

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 and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

\_\_\_\_\_ The work on the Agreement is either (1) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of contract shall come in contact with the District pupils or (2) Vendor's employees or any subcontractor or supplier of any tier 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 Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor.

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.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

Vendor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

**CERTIFICATION:**

I am a representative of the Vendor 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 Vendor.

Date: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**END OF DOCUMENT**

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from the successful Proposer 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.

Vendor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Vendor 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 and Health and Safety Code section 11362.3

Date: \_\_\_\_\_  
Proper Name of Vendor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**END OF DOCUMENT**

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the District Office, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**END OF DOCUMENT**