

**San Leandro Unified School District**

1193 Aladdin Ave  
San Leandro, CA 94577

**REQUEST FOR PROPOSAL**  
**INTERNET SERVICE PROVIDER**

**PACKAGE FOR PROPOSAL #SLUSD-FY2023-ISP**

SUBMITTED BY \_\_\_\_\_  
(COMPANY NAME)

**NOTICE REQUESTING PROPOSALS**

The Governing Board of the San Leandro Unified School District of Alameda County, California, invites and will receive sealed proposals until **2:00 p.m.** on

**December 2, 2022**

at the San Leandro Unified School District, 1193 Aladdin Ave, San Leandro, CA 94577, for the award of a contract, as follows:

**INTERNET SERVICE PROVIDER**

Proposals must be submitted on forms prepared by the San Leandro Unified School District, including all applicable forms detailed and contained in this package.

**PROPOSAL FORM (PAGE 3), NON-COLLUSION AFFIDAVIT (PAGE 4) AND AGREEMENT (PAGES 27 & 28) MUST BE SIGNED AND RETURNED WITH PROPOSAL. NON-COLLUSION AFFIDAVIT MUST BE NOTARIZED**

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**PROPOSAL FORM**

San Leandro Unified School District  
Purchasing Department  
1145 Aladdin Ave  
San Leandro, CA 94577

Re: Request for Proposal No.

To: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal; hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company \_\_\_\_\_

Legal Status \_\_\_\_\_

(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number \_\_\_\_\_

(Sole Proprietorship only)

Service Provider Ident. No. (SPIN) \_\_\_\_\_

Address:

\_\_\_\_\_

Authorized Representative:

\_\_\_\_\_  
Signature (also sign page 28)

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title



**“NONCOLLUSION AFFIDAVIT”**

State of California ]

County of \_\_\_\_\_ ] ss.

]

\_\_\_\_\_, being first duly sworn, deposes  
(Name)

and says that he or she is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Company)

the party marking the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.”

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 200\_\_ at \_\_\_\_\_  
California.

\_\_\_\_\_  
Signature

Attach Notary Certificate

\_\_\_\_\_  
Title

## INSTRUCTIONS

### SCOPE

The purpose of this Request for Proposals is to provide the San Leandro Unified School District with a qualified Internet Service Provider as per the requirements of the District in a cost-effective manner. The quantities shown are estimates only, the District shall not be obligated to purchase any particular quantity of services detailed herein.

### Qualified Contractors

The District intends to solicit proposals, for the above referenced services, from qualified contractors currently established in the business of providing Internet services of the nature and scope specified herein

### E-Rate Funding

The District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available telecommunication services contracted as a result of this RFP.

Contractors shall review and comply with the District's E-Rate program instructions in Section XI.

### 1. Proposals

No proposals shall receive consideration by the San Leandro Unified School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

### 2. Requests for Information Regarding this Request for Proposals

Any questions concerning this Request for Proposals should be submitted by email with subject title, "RFP No. SLUSD-FY2023-ISP Question" to:

Larry Simon  
Assistant Superintendent of Information Services  
San Leandro Unified School District  
1193 Aladdin Ave, San Leandro, CA 94577  
lsimon@slusd.us

All questions and inquiries regarding this RFP shall be submitted on or before **November 18, 2022 at 2:00 pm** and must be submitted via email. All email inquiries shall include: Company name, Contact name, and Email address for response.

### 3. Proposal Format

Proposal packages submitted by contractors must include the District's Request for Proposal package (SLUSD-FY2023-ISP), along with the Proposal, Non-Collusion

Affidavit, and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential to a complete understanding of the proposal submitted. Any changes to any portion of this proposal by the proposer may result in your response being considered non-responsive. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in “**Section I – Section XI**”:

## **Section I**

### **DESCRIPTION OF FIRM(S)**

1. Provide a brief description of your firm(s), as well as any other firm(s) joining with your firm to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.
2. List and describe the State and Federal licenses, certificates, and legal authorizations (i.e., CPUC number, FCC ID number or license, etc.) that you hold which allow the provision of telecommunications services requested in this RFP. The contractor of award will be required to provide the District with copies of the actual licenses and certificates held.
3. Indicate the amount of time you have been providing Internet service and your yearly revenue derived from Internet service. Submit, under separate cover, an audited financial statement for the last two years of operation.

## **Section II**

### **EXPERIENCE AND QUALIFICATIONS OF FIRM(S)**

Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining ISP service for similarly sized customers. Indicate the prior experience of your firm which you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

### **Subcontractors Requirements**

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor’s capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor’s organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s)

work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

### **Section III**

#### **PROPOSED METHODOLOGY FOR PROVIDING SERVICES**

The District is currently obtaining Internet services through Alameda County Office of Education.

Describe in technical detail the methodology by which you would provide the required services by the deadline specified in Specifications. In particular, the contractor must describe how it will cut over the new service while minimizing Internet access down time, taking into account the District's existing class C Internet address range. Proposals submitted must also address how the contractor will ensure that the District will receive accurate invoicing within 60 days of the term commencement date.

### **Section IV**

#### **SERVICE LEVELS PROVIDED**

Provide your standard installation time frames, response to problems, and restoration time periods for all services provided.

### **Section V**

#### **REFERENCES**

Provide at least six (6) references for whom your firm provided Internet services of a similar nature. A minimum of three (3) references should be local to San Leandro. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance, if you are among those selected for consideration.

Submission of written testimonials by customers must be submitted on company letterhead and under the signature of an executive/senior management officer of the company and/or agency.

### **Section VI**

#### **SERVICES**

Provide information and answers to the following questions:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
2. How frequently are accounts, including invoices, reviewed by the account team?
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Do you have a local office for service? Will the District's account team be located in San Leandro for the duration of the contract?
5. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, vendors must provide contact information for



escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

6. What type of managerial reports are offered (i.e., traffic metrics)?
7. Can these managerial reports be customized?

All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement.

## **Section VII**

### **COSTS AND PRICING**

On page titled “**Quotation Page - PRICING**” enclosed herein on Page 26 Contractors shall complete all sections, answer all questions and fill in the cost matrix with all applicable rates, fees, taxes, and surcharges. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, account set up charges, and all service cancellation/termination fees and charges in the event of cancellation/ termination of this agreement.

## **Section VIII**

### **BILLING**

It is expected that billing will be provided in both paper and electronic format and will contain full call detail. All billing/invoicing shall be done in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein by contractor.

#### **Specific Requirements:**

Billing shall be provided on paper and electronically. Contractor shall briefly describe the format, as well as provide a sample bill with its RFP response.

1. Billing dates
2. Detail of installation, pro-rated, and other one-time charges
3. Detail of monthly recurring charges
4. User name and/or department assigned to unit
5. Taxes and surcharges
6. Credits and adjustments

#### **Other invoice specifications:**

1. Describe options for including internal account codes or text descriptions on invoices and reports. Include any character limitations as well.
2. The Contractor shall generate two complete invoices each month and send them to the primary mailing address for the District.
3. Invoices should be available electronically via PDF or other similar format. State any installation and recurring monthly charges associated with this electronic billing format. Monthly charges shall be provided via email or electronic portal.

4. State if web-based invoices are available. What are the associated costs, features, and limitations of the program (i.e., bill review, order placement and tracking, inventory management, etc.)?
5. Contractors shall describe the on-site (i.e., District-designated location) training provided on billing platforms selected by the District.
6. Is a single account representative available for billing assistance? If so specify in detail.
7. Contractors shall describe their methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.
8. Vendors must provide policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired? Also, vendor will make adjustments for all verified errors at anytime during the contract, regardless of the timeframe between the original charge and the final resolution.

#### **Section IX**

#### **NETWORK CAPABILITIES**

Provide a brief overview of your Internet network capabilities, especially in regard to reliability, redundancy and fault tolerance. Provide a brief overview of your Internet service capabilities.

#### **Section X**

#### **EVIDENCE OF RESPONSIBILITY**

Contractors shall submit, with their proposals, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the proposal.

#### **Section XI**

4.

**Execution of Agreement**

In addition to the Proposal Form, all bidders must sign **two (2) copies** of the Agreement (Pages 27 & 28) included in this Request for Proposal, and must return it to the District, together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

5. **Identification of Contractor**

Each proposal must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of proposal.

6. **Withdrawal of Proposals**

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The successful Contractor shall not be relieved of the proposal submitted without the District's consent.

7. **Rejection of Proposals**

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the bidding, or any portion or combination thereof, or award on the basis of the total proposal as may be determined, by the District, is in the best interest of the District.

8. **Amendments**

The terms, conditions, specifications and scope of work contained in this Request for Proposal may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued by the District, prior to the opening of the Request for Proposal shall form a part of the specifications issued to contractors for the preparation of their proposals and shall constitute a part of the contract documents.

9. **Other Documents of Agreement**

Contractors submitting proposals that require the District to sign additional contractor agreement documents must submit all such documents in their entirety and in original form with their proposal. Documents not submitted with proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Contractors shall note that the District's terms and conditions contained in this document take precedence over conflicting language found in the Contractor's Sales Agreement or similar such documents. Any documents requiring District signature are subject to District review, revision and approval. Contractors unwilling to accept the District's revision(s) to documents shall be subject to rejection/disqualification of their proposal.

## **10. Taxes**

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately on the Quotation Page.

Federal excise taxes are not applicable to school districts.

## **11. Proposal Negotiations**

A proposal to modify any specific requirement of this Request for Proposal with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

## **12. Interpretation or Questions Concerning Documents**

If any person submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, requests may be submitted by email to Larry Simon for an interpretation or correction thereof as follows:

Larry Simon  
Assistant Superintendent of Information Services  
San Leandro Unified School District

[lsimon@slusd.us](mailto:lsimon@slusd.us)

All questions and inquiries regarding this RFP shall be submitted in writing **on or before 3:00 PM PST 11/18/2022**, and must be submitted via email. All email inquiries shall include: Company name, Contact name, and Email address for response.

Answers will be provided as a numbered addendum. Ex: RFP for Contract for E-Rate Eligible Internet Access (ISP) Services Addendum #1.

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided in writing to all Proposers on San Leandro USD website at <https://www.slusd.us/slusd/district-divisions-departments/technology/technology-procurement>. It shall be the responsibility of the potential contractors to inquire of San Leandro USD as to any addenda issued. This may be done by contacting the Business Services Department prior to the RFP-submittal deadline or checking the San Leandro USD website. All addenda and changes shall be made in writing by the District. No oral

statements by any District employee shall constitute a change or addenda to this RFP, the Project documents, or any project requirement. The RFP shall also include all Forms attached hereto and the Proposer is required to provide all information requested by the Forms.

### **13. Contractors Interested in More than One Proposal**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Contractor, or who has quoted prices of materials to a Contractor is not thereby disqualified from submitting a sub-proposal or quoting prices to other contractors.

### **14. Telephone Expense**

Any expense resulting from wireless phone calls related to this project shall be paid for by the Contractor. The District reserves the right to make "collect" wireless telephone calls to any Contractor, or the Contractor must provide a toll-free telephone number, for any reason related to this proposal, i.e., scheduling, literature, affirmative action information, check work status, place orders, etc.

### **15. Method of Award and Evaluation**

#### **Method of Award**

Award shall be made, as one lot, to the contractor whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality on non-substantive irregularity as the interests of the District may require.

The District reserves the right to make an award of this proposal any time up to 90 days from the date of proposal opening.

#### **Screening and Evaluation of Proposals**

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection process for the vendor(s) will include the following evaluation and point assignment/rating criteria:

- A. Cost/Pricing of E-rate Eligible Services (40 points maximum)** - The District will consider and rate the explanation and detail of rates and fees.
- B. Strength of Vendor and References (20 points maximum)** - The District will consider and rate the financial soundness, stability, qualifications, and depth of knowledge of the vendors' contractor staff. Also, the District will consider the acceptability of the references presented by the vendor.

- C. Experience and Knowledge (10 points maximum)** - The District will consider and rate the experience in providing, installing and maintaining like services for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions.
- D. Methodology (20 points maximum)** - The District will consider and rate the vendor's cutover plan and implementation plan.
- E. Service Level (10 points maximum)** - The District will consider and rate the quality of the Contractor's voice network connections, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

**16. Preparation of Proposal**

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the contractor. The San Leandro Unified School District accepts or implies no liability in the cost of proposal preparation or presentation.

**17. Inspection of Facilities**

The District reserves the right to inspect the Contractor's facilities and financial statement to ensure the Contractor's competence and ability to perform the specified work.

The Contractor's proposal may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

**18. News Releases**

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

**19. Independent Price Determination**

By submission of a proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and

- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- D. Each person signing the proposal certifies that he/she:
  - a. Is the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 19. A, B, and C above; or
  - b. Is not the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 19 (A), (B), and (C) above.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify 19 (A), (B), and/or (C) above. If 19 (B) has been modified or deleted, the proposal will not be considered for award unless the Contractor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

**20. Cost Liability**

District assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

**21. Delivery of Bonds, Certificates, etc.**

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, other than the certificates of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor's proposal and may award the contract to the next responsible vendor, or may reject all bids and call for new bids.

**22. Proposal Submittal**

Three (3) copies of your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. CONTRACTORS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:

Reference to "**Internet Services Provider**", company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their

envelopes or package, this information must be placed on the outside of an interior envelope or package.

### **23. Proposal Format**

Vendors are requested to assemble their proposal in the following format order:

1. District Request for Proposal Package (**RFP No. SLUSD-FY2023-ISP**) with all pages and issued addendum. All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full.
2. Vendor proposal documents detailing all proposal information requested on pages C-1 through C-10 "Section I – Section XI"
3. Any additional documents/proposal materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Proposal.

Proposals are requested to be submitted in a bound form ( i.e. ringed binders, spiral binders, etc) in order to facilitate easy review and access - by the District evaluation team - to the submitted proposal information and documents.

END OF INSTRUCTIONS



## GENERAL CONDITIONS

### 1. Extra, Additional, or Omitted Work-Payment

The Governing Board may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Contractor. This may be done without the formality of securing bids, if the increase so agreed upon does not exceed the greater of ten percent (10%) of the original contract price of the amount authorized by law.

### 2. Insurance

The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Contractor agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California. **Such surety provider(s) shall possess a current Best's Key Rating of A Minus (A-) or better.**

Failure to provide insurance certificates as required shall be grounds for bid rejection.

#### A. **General**

1. As specified below, the Contractor shall maintain, or cause to be maintained, such insurance as will protect him and the District from claims under Workers' Compensation Acts, and such public liability insurance as will protect him and the District from claims from damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations be by himself or by any other subcontractor or anyone directly or indirectly employed by either of them.
2. The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission of the Contractor or any other person, firm, or corporation, directly or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to his work, the bidder at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.
- c. Contractor shall defend, indemnify, protect and hold harmless San Leandro Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

3. Certificate of Insurance:

- a. Certificates shall be filed with the Purchasing Department of the District.
- b. Certificates shall have included the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Leandro Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice."

Certificates of insurance shall state in particular those insured, the extent of the insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

**B. Workers' Compensation Insurance**

1. The Contractor shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.

3. The Contractor shall file with the District certificates of his insurance protecting workmen as specified above.

**C. Public Liability and Property Damage Insurance**

1. The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be hereinafter set forth.
2. Amounts of Insurance:

General Liability Comprehensive Form + Products/Completed Operations \$1,000,000	Bodily Injury and Property Damage Combined
Auto Liability Comprehensive Form Owned, Non-owned Hired \$1,000,000	Bodily Injury and Property Damage Combined

**D. Fire Insurance**

The Contractor shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are part of this contract and subject to loss or damage by fire.

**3. Indemnification**

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker’s Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

- c. Contractor shall defend, indemnify, protect and hold harmless the San Leandro Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

#### **4. Excuse for Non-Performance - Force Majeure Clause**

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when satisfactory evidence thereof has been presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

#### **5. Assignment**

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

#### **6. Prevailing Law**

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, or any other document forming a part of this Request for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to any applicable requirements of local, state and federal law.

#### **7. Anti-Discrimination**

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

#### **8. Employment Diversity Plan (optional)**

Contractors who will perform more than \$58,900.00 in business with the District during the fiscal year can provide the Purchasing Manager with an employment diversity action plan prior to the signing of any contract. A good faith effort is asked to be made by the contractor in providing this plan, if available, to the District.

#### **9. Governing Law and Venue**

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in Alameda County.

**10. Invoicing**

Contractor shall issue separate invoices on a monthly basis for all services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

San Leandro Unified School District  
Business Services Department  
Attn: Accounts Payable  
1145 Aladdin Ave, San Leandro CA 94577

Each invoice must reference **PROPOSAL/CONTRACT NO.** SLUSD-FY2023-ISP and the assigned, applicable invoice number.

For the FCC's portion of the billable amount, invoices must be submitted in accordance with applicable FCC instructions. Invoices are NOT to be submitted to the District for the FCC's portion of the billable amount.

Invoices for the District's portion shall be processed for payment once a month.

If contractor does not apply discounts to invoices in a timely manner, District reserves the right to terminate agreement upon written notice.

The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD") via the Form 474 Service Provider Invoice (SPI). The District will NOT file a Form 472, and will only be responsible for paying its non-discounted share of costs. Should the District, at the time of project implementation, decide that it is in the interest of the District to file a Form 472, the District will inform the vendor of its intention. The District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.

**11. Gratuities**

District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to San Leandro Unified School District.

**12. Proprietary Information**

All proposals received in response to this Request for Proposals become the property of the San Leandro Unified School District. In the event a contract is awarded, all documentation, regardless of media format, produced as a result of the contract, will become the property of the San Leandro Unified School District.

**13. District's Representative**

The District's representative will be:

Larry Simon  
Assistant Superintendent of Information Services  
San Leandro Unified School District

**14. Term of Contract, Pricing and Renewals**

Pursuant to approval by the District's Governing Board, it is anticipated the contract awarded as a result of this RFP shall be for one (1) year, three (3) years, five (5) years, or three (3) years with up to two (2) additional one-year options to renew annually. Rates/pricing offered shall be firm and fixed for the term of this agreement. Rates/pricing for the optional renewal periods shall be subject to annual adjustment, as follows:

The District shall notify the Contractor by October 1st of the year preceding the renewal date of its intent to renew this agreement for an additional one-year term. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments not to exceed 5% per year.

Any decrease in prices of the products and services listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

Contractor agrees that the District will enjoy the most favorable rates afforded to end users of the Contractor's Internet Services with similar volumes, terms and conditions as the District's.

**15. Default**

If the Contractor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

**16. Cost Records**

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the District or to the appropriate federal agencies at all reasonable times.

**17. Conduct of Contractor**

The Contractor agrees to inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with the interests of the District.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

The Contractor shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of vendors or subcontractors in advance of official announcement.

The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment -- directly or indirectly -- to District employees.

## **18. Audit and Inspection of Records**

### GENERAL

The District shall have the audit and inspection rights described in this section.

### COST OR PRICING DATA

If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

### AVAILABILITY

The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this contract, or by (a) and (b) below:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of final settlement.
- c. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three (3) years after contract completion, whichever is longer.

## **19. Disputed Charges / Billing**

In the event that the District reasonably determines that there is a material discrepancy between the contractor's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the contractor, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the vendor, both parties agree to arbitration by an impartial third party. The contracted vendor shall not disrupt service to the District for such issues pending resolution.

## **20. Right To Acquire Equipment and Services**

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest. The District reserves the right to not enter into a contract as a result of this RFP.

## END OF GENERAL CONDITIONS

### **SPECIFICATIONS**

#### **INTRODUCTION**

The goal of this RFP is to obtain the services of an Internet Services Provider who can meet the current and future operating requirements of San Leandro Unified School District. The proposed solution shall be provisioned on fiber optic facilities from the service provider's point of presence to the San Leandro Unified School District's Network Core Facility located at 14735 Juniper St, San Leandro, CA 94579.

#### **GENERAL CRITERIA FOR SCOPE OF SERVICES**

##### **Internet Service Provider**

San Leandro Unified School District requests proposals for an Internet Service Provider to provision bandwidth and other services for internet access between the service provider's location and the San Leandro Unified School District's Network Core Facility.

This Internet Service shall provide a hand-off to the District using a District provided fiber optic connection capable. The proposed solution shall be provisioned on fiber optic facilities from end to end. The basic speed of the Internet connection is to be no less than a full and continuous 10Gbps connection with an option to upgrade to 20Gbps in the future. The requested bid must include pricing for 10Gbps and a separate option to upgrade to 20Gbps in the future.

The resulting Internet connection shall maintain the current Internet addressing scheme. If Internet addressing cannot be maintained, all configuration changes from the current IP address range to the proposed IP address range will be facilitated by the vendor. This will include but is not limited to IP addresses for: firewalls, servers, and clients that have specific assigned addresses on the Internet.

Any resulting contract will be subject to E-rate funding, eligibility and timelines and will be for services commencing 01 July 2023.

#### **Technical Specifications**



1. The Internet circuit will terminate at this address:  
San Leandro Unified School District  
14735 Juniper St,  
San Leandro, CA 94579
2. The Internet service handoff shall be singlemode fiber.
3. The Internet addressing shall use the current addressing in the range 206.110.108.0-206.110.108.255. If it cannot, an equivalent or larger range of Internet routable addresses shall be provided and provisioned to maintain all services provided by the District to its users.
4. The Internet Service speed connection will be no less than a constant 10 Gbps with an option to upgrade to 20Gbps in the future.
5. If current IP addresses cannot be maintained, vendor shall provide IP addresses (equal to or larger range than current) and implement the change from the current IP address range.
  - New IP addresses in this provision include but are not limited to creating addresses for: firewalls, servers, and other nodes that are assigned unique Internet routable addresses.
  - The current IP addresses are in the range 206.110.108.0-206.110.108.255.
6. Contractor shall provide, install, maintain, and repair all equipment necessary to support connectivity at no cost to San Leandro Unified School District for the life of the contract.
7. An uptime SLA of 99.95% or better shall be provided.
8. Vendor is required to actively participate in the E-rate program as follows:
  - Proposed solution is included as an official E-rate eligible service
  - Provide proof of being a licensed telecommunications and Internet Services provider
  - Provide the E-rate SPIN for the company providing the service
9. Any agreement which might lead to a commitment of funds on the part of the San Leandro Unified School District can be terminated if E-rate funds become unavailable.
10. All responses and pricing must be based on costs before E-rate discounts (if applicable) are applied.

#### Amortization of Capital Investment Costs

Eligible Telecommunications Services and Internet Access can include service provider equipment costs and/or a non-recurring charge for capital investment by the service provider. However, in cases where applicants enter a multi-year contract and the upfront or non-recurring charge is \$500,000 or more, the total charge must be prorated evenly over a period of at least three years. Applicants may not seek to recover more than one-third of the total non-recurring charges in any one funding year if they are \$500,000 or more. Costs of eligible Telecommunications Services and Internet Access must not provide ownership interest to applicants. Eligible costs in these two categories of service are for provision of services only, not applicant ownership.

## Eligibility Conditions for Support that Include Charges for Lease of On-Premise Equipment

The on-premise equipment will be provided by the same service provider that provides the eligible telecommunications or Internet access service of which it is a part.

- Responsibility for maintaining the equipment rests with the service provider and not the school or library.
- Ownership of the equipment will not transfer to the school or library in the future, and the relevant contract or lease does not include an option to purchase the equipment by the school or library.
- Upfront, capital charges of the on-premise equipment are less than 67% of total charges (recurring plus non-recurring) in the funding year.
- The equipment will not be used by the school or library for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- The Local Area Network of the school or library is functional without dependence on the equipment.
- There is no contractual, technical, or other limitation that would prevent the service provider from using its network equipment, in part, for other customers.

END OF SPECIFICATIONS

**Quotation Page - PRICING**

Complete the following sections, answering all questions and filling the cost matrix with applicable rates. Vendors must list all applicable taxes, surcharges, and fees in this table (additional lines may be added if necessary).

Bandwidth (in Gbps)	Cost			
	1 year contract	3 year contract	5 year contract	3 year contract with up to two (2) additional one-year options
10 Gbps				
20 Gbps Upgrade Option				

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the San Leandro Unified School District, hereinafter referred to as "District", and \_\_\_\_\_ hereinafter referred to as "Contractor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

### TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_. However, upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be annually renewed for up to five (5) consecutive years.

II

### WORK

Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of bid package No. 809 and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

### NON-FUNDING

The services provided under this contract are contingent upon San Leandro Unified School District receiving a formal federal E-Rate USAC/SLD letter of commitment or, when applicable, funding by the California Teleconnect Fund. District reserves the right to terminate the Agreement if the District is not fully funded, does not receive funds, or if funding is discontinued and no termination penalties shall apply.

IV

### NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V

### TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VII

METHOD OF PAYMENT

Payment will be made after completion of all work and acceptance by the District, and receipt of auditable invoice.

VIII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of bid package No. SLUSD-FY2023-ISP, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

IX

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**CONTRACTOR:**

**DISTRICT:**

\_\_\_\_\_

San Leandro Unified School District

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Governing Board Date: \_\_\_\_\_

(Corporate Seal)

**San Leandro Unified School District**

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