

Request for Proposal
Scalable High-Speed Fiber Optic Internet and
Wide Area Network Infrastructure for
Sulphur Springs Union School District

December 14, 2020

Sulphur Springs Union School District

PUBLIC NOTICE

NOTICE of REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the Board of Trustees for the Sulphur Springs Union School District, Santa Clarita (Los Angeles County), CA 91351 will receive sealed proposals for **SSSD ERate Fiber Optic RFP_2021 22** for the following:

<p>SCALABLE HIGH SPEED FIBER OPTIC INTERNET AND WIDE AREA NETWORK INFRASTRUCTURE Technical Specifications for Internet Service and Wide Area Network Provider</p>

Sealed proposals must be delivered to the Sulphur Springs Union School District, Santa Clarita (Los Angeles County), CA 91351 **Monday, January 18, 2021 at 3:00 p.m.** Proposals shall be opened and read aloud at the above-stated time and place.

Proposal Package and specifications are available by request from the District's website. Companies interested in bidding may download appropriate bid documents from <https://www.sssd.k12.ca.us/Page/3459>

Last date for questions will be January 04, 2021 @ 2:00pm

Sulphur Springs Union School District Board of Trustees reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. The District reserves the right to reject any and all bids or to waive irregularities in any bid. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

The products and services provided under this RFP is contingent upon SSSD receiving a formal E-Rate USAC/SLD letter of commitment.

Dr. Catherine Kawaguchi, Superintendent
Sulphur Springs Union School District Santa Clarita, Los Angeles County, State of California

Santa Clarita, CA

Published: December 15, 2020

December 22, 2020

REQUEST FOR PROPOSALS

Sulphur Springs Union School District (SSSD) is requesting proposals for services to provide a high-speed Wide Area Network (WAN) solution that will allow for reliable and secure transmissions of data, voice, and video. SSSD is looking for managed scalable fiber optic network services that will connect all school sites listed in the Scope of Project and remote support sites back to SSSD District Office. This service will use fiber optic cables and provide bandwidth of 200, 300, 500 and or 1000Mbps (to be chosen by SSSD) from each school and remote site to SSSD District Office. Unless otherwise specified by SSSD, the Service Provider will hand-off at the Main Distribution Frame (MDF) a 1000Base-SX, 1000BaseLX, or 1000Base-T connection to each school and remote site listed in the Scope of Project, and to SSSD Office. For Gigabit Ethernet terminations, the Service Provider will supply SSSD with a 10 Gigabit Interface Converter (GBIC) that will connect directly into District-provided switches.

Sulphur Springs Union School District is soliciting qualified Service Providers to submit an installation and ongoing service proposal for (including, but not limited to) equipment racks, digital equipment, data cabling, and associated termination equipment as required. The Service Provider must be able to offer both E-Rate and California Teleconnect Fund discounts for the proposed high-speed circuits. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to SSSD. The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the district's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate and California Teleconnect Fund discounts onto the Owner's monthly bills. If the Service Provider requires that any additional paperwork or forms be submitted to get E-Rate and California Teleconnect Fund discount (CTF discount), the Service Provider shall explain this process in sufficient detail to enable SSSD to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate and CTF discounts.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and Sulphur Springs Union School District and may or may not be undertaken at the sole discretion of SSSD. SSSD intends to use Service Provider-provided contract forms to formalize any contractual relationship that results from this Request for Proposals. However, each and every such Service Provider-provided contract form must include all the provisions mentioned in this RFP in order for the proposal to be considered responsive. Service Provider proposal in addition, SSSD will require that the awarded Service Provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the CTF discount.

The proposed project shall include:

1. The installation of secure and dedicated fiber optic connectivity between the District Office (27000 Weyerhaeuser Way, Santa Clarita, CA 91351) and 9 existing schools / remote sites listed in the Scope of Project. The District Office is to serve as the central point for the network.
2. SSSD Office shall have a minimum data connection to each of the 9 existing schools / remote sites of

200, 300, 500, and 1000 megabits (mbps) (to be chosen by SSSD) concurrently, including, at a minimum, Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the district office and each remote site listed in the Scope of Project utilizing TCP/IP protocols and full duplex operation (bidirectional connections). The effective collector circuit at the district office would be 2000, 3000, 5000, 10,000 (mbps), translated as 2, 3, 5, and or 10 (gbps) (to be chosen by SSSD) returned to the district office from each school or remote site listed below.

3. Included in the proposal must be a break-down of all construction costs associated with bringing the circuit from outside the facility to the MDF. Any conduit or trenching from the street to the MDF must include replacement of conduit, pavement, and returning any disturbed ground to its original condition. Any new construction and the pathways used by the Service Provider within District grounds shall be pre-approved by SSSD prior to starting construction.
4. The Service Provider will assume responsibility for negotiating rights of way with all entities having effect on the routing of cables and other equipment related to this project. During the term of the contract with the selected Service Provider, any changes in the routing of the fiber cable due to infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) involving City of Santa Clarita, County of Los Angeles, or any other entity requiring right of way agreements, or utility company changes (pole relocation, etc.) will be the sole responsibility of the selected Service Provider at no expense to SSSD.
5. Service Provider shall include 24/7 monitoring of the network as part of the proposal. In the event of loss of communication to any site, repairs shall start within 4 hours of the service outage. Service Provider shall certify that they will meet and maintain the following service level objectives: Network Availability, 99.9%; Packet Delivery Rate – 99.9%; Network Latency no greater than 103ms (round trip). Except as agreed-upon in the final negotiated contract between SSSD and the Service Provider, outages lasting longer than 24 hours or service levels failing to meet the above parameters shall be subject to liquidated damages agreed-upon in the final negotiated contract.
6. The Service Provider will hand-off a 1,000Base-SX, 1,000Base-LX, or 1,000Base-T connection to SSSD at the MDF within the facilities of each school or remote site. For Gigabit Ethernet terminations, the Service Provider will supply SSSD with Gigabit Interface Converters (GBICs) that will connect directly into a SSSD-provided switch.
7. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
8. All Service Provider equipment installed shall include repair and maintenance at no cost to SSSD for the life of the contract agreement.
9. As agreed upon by SSSD and the selected Service Provider, the project may commence after receipt of the Funding Commitment Decision Letter (FCDL) for E-Rate Year 24 from the Schools and Libraries Division.
10. The Service Provider shall provide in its proposal three references consisting of similar work and scope. Such references shall be for work performed for school districts in California and covered by E-Rate funding.

11. Service Provider agrees that SSSD reserves the right to close a site or multiple sites at their sole discretion, and upon that decision all ongoing monthly costs for those locations shall be removed from the total monthly costs for the network.
12. The selected Service Provider shall demonstrate, by way of its proposal and related work experience that it is ready, willing, and able to install and warranty the components described herein at the prices quoted
13. The selected Service Provider shall devote whatever personnel are necessary to meet the agreed upon schedule for the project.
14. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law. Responsive proposals will include the **VENDOR'S/CONTRACTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS** from included.
15. The selected Service Provider understands and agrees that school session hours vary and that normal school operations must not be disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the contract after hours or when school is not in session. At no additional cost to SSSD, Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience SSSD employees.
16. SSSD is requesting proposals with a five-year term. In addition to any descriptions and explanations of costs for this project, Service Provider must complete Attachment A (**Attachment A ISP_WAN RFP Pricing Module Worksheet**): Summary: Annual Cost, Before Discounts, for High Speed Fiber Optic Network for each speed proposed.

Alternative proposals of a shorter duration will be considered only if submitted with the required five-year plan. Future contracts and/or renewals will be at the discretion of Sulphur Springs Union School District. Please include the one-time installation costs, including, but not limited to, the construction costs, and ongoing monthly costs for all sites prorated for 5-years, and ongoing monthly costs beginning in year 6. Please include additional costs and ongoing monthly costs associated with upgrading to 300, 500, 1000 mbps with corresponding Internet speeds to optimize the connection, should the SSSD elect to do so during the contract term.

The SSSD expects each Service Provider to be thoroughly familiar with any rules or regulations regarding the E-rate program. The Service Provider shall provide a valid SPIN (Service Provider Identification Number) and FCC Registration Number (FRN) at the time the proposal is submitted.

17. The selected Service Provider will be responsible for procuring the discounted amount for all invoiced service charges from the SLD. SSSD will not provide the form 472 (Bear form reimbursement process).

18. The maximum percentage the SSSD will be liable for is the pre-discount amount minus the funded amount as shown on the Form 471 Block 5. The selected Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
19. SSSD reserves the right to reject any or all proposals associated with this RFP, even with SLD funding approval. The SSSD reserves the right to accept the pricing proposal solely dependent upon SLD approval.
20. All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
21. The selected Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the SSSD for its records.
22. In the event of questions prior to E-rate funding and during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with its proposal.
23. Any questions regarding this request for proposal must be submitted in writing via email to Dean Elliott at techrfp@sssd.k12.ca.us by Jan 04, 2021 at 2:00 PM. Submittal of a proposal without clarifications shall be evidence that the vendor has determined that the provisions are sufficient for bidding and completing the job in accordance with the request for proposal.
24. Although this is a five-year contract, responsive proposals shall include the monthly costs beginning in year six.
25. Responsive proposals will include a signed E-RATE SUPPLEMENTAL TERMS AND CONDITIONS form provided as part of this package.
26. PROPOSAL DEADLINE
Proposals wishing consideration should be submitted no later than January 18, 2021 at 3:00 PM. Proposals may be submitted by U.S. mail or overnight mail service to Dean Elliott, Technology Services Manager, 27000 Weyerhaeuser Way, Santa Clarita, CA 91351, or electronically to: techrfp@sssd.k12.ca.us . Vendors should verify receipt of proposal via phone (661) 252-5131 ext 262.

After Jan 18, 2021, the SSSD may request individual meetings with each Service Provider submitting a proposal to allow for SSSD questions regarding clarification of language in the proposal prior to evaluation of each proposal submitted. This meeting will not be for the purpose of altering any language in any proposal. No modifications to existing proposals will be accepted after the January 18, 2021 at 3:00 PM deadline.

27. TRANSITION PLAN

SSSD requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the SSSD transition team. The transition plan is to outline the expectations the supplier team would have of the SSSD and the information or task the SSSD is to provide the supplier and the date any information or task would be required.

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

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

28. RESPONSE TIMELINE

Bid/RFP Timeline	Due Date
Submit and Certify E-Rate Form 470 and RFP	12/14/2020
Advertise Bids (#1)	12/15/2020
Advertise Bids (#2)	12/22/2020
Last day to ask questions	01/04/2021 @ 2:00 PM
SSSD posts answers	01/11/2021
RFQ/RFP/Bid Opening (Bid due date)	01/18/2021 @ 3:00 PM

29. PROPOSAL EVALUATION

It is anticipated that a contract will be made with the Service Provider whose proposal is determined to be in the overall best interest of the SSSD.

EVALUATION CRITERIA

Price/costs.....	40%
Completeness of response/Financial stability.....	20%
Ability to deliver services within desired timeframe.....	15%
Understanding of needs/Ability to meet SSSD’s requirements.....	15%
Experience with the SSSD.....	10%
TOTAL:.....	100%

Applicant will score all responses submitted within the guidelines noted above, using the rubric/matrix scoring system. SULPHUR SPRINGS UNION SCHOOL DISTRICT reserves the right to amend the vendor selection process.

30. AWARD OF CONTRACT

The SULPHUR SPRINGS UNION SCHOOL DISTRICT will be the sole judge of the quality, methodology, and suitability of the service offered by the Vendor in the proposal. Pursuant to State of California Public Contract Code Section 20118.2, the award of the contract, if made by the SSSD, will be by action of the governing board and be made to the Vendor whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the SSSD with price and all other factors considered. Low bid does not constitute an award.

The SSSD reserves the right to reject any or all proposals without identifying the cause of such rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The SSSD reserves the right to withdraw this RFP at any time without prior notice. Further, the SSSD makes no representations that an agreement will be awarded to any prospective Vendor responding to this Request for Proposal. The SSSD also reserves the right to award its total requirements to one Vendor, or to apportion those requirements among several vendors, as the SSSD may deem to be in its best interests. The SSSD reserves the right to negotiate with other than the selected Vendor should negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

31. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATION OF FUNDS

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government under the E-Rate Program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

32. WORKER'S COMPENSATION

In accordance with the provisions of §3700 of the Labor Code, Vendor shall secure the payment of Compensation to his employees. Vendor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §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 the code, and I will comply with such provisions before commencing the performance of the work of the contract." The form of such certificate is included as part of the proposal documents.

33. NON COLLUSION AFFIDAVIT

The Vendor is required to submit an Affidavit of Non-collusion with their proposal. This form is included with the proposal documents and must be signed under the penalty of perjury, dated and notarized.

34. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition or marital status.

35. HOLD HARMLESS

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arises from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this proposal.

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

SCOPE OF PROJECT

As described above, this project will provide 2000, 3000, 5000, and or 10,000 Mbps connection to the internet and WAN connections of one 200, 300, 500, 1000(Mbps) (to be chosen by SSSD) fiber optic (Ethernet capable) connectivity from SSSD Office to each of the following 9 existing schools / remote sites:

Sulphur Springs Union School District District Office

27000 Weyerhaeuser Way
Santa Clarita, CA 91350

Canyon Springs School

19059 Vicci St.
Canyon Country, CA 91351

Fair Oaks Ranch School

26933 N. Silverbell Ln.
Santa Clarita, CA 91387

Leona Cox School

18643 Oakmoor St.
Canyon Country, CA 91351

Mint Canyon School

16400 Sierra Hwy
Canyon Country, CA 91351

Mitchell School

16821 Goodvale Rd.
Canyon Country, CA 91387

Golden Oak School

25201 Via Princessa
Santa Clarita, CA 91321

Pinetree School

29156 Lotusgarden Dr.
Canyon Country, CA 91387

Sulphur Springs School

16628 W. Lost Canyon Rd.
Canyon Country, CA 91387

Valley View School

19414 Sierra Estates Dr.
Newhall, CA 91321

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

1) **E-RATE CONTINGENCY**

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

2) **SERVICE PROVIDER REQUIREMENTS**

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the SSSD 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.**
- 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 SSSD prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the SSSD placing the vendor on an “Invoice Check” with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

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 20121 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

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

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

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


The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

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).

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 SSSD 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 and certification of Form 486, the SSSD shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the SSSD decide that it is in the best interest of the SSSD to file a Form 472, the SSSD 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 SSSD 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 SSSD, 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 SSSD 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 SSSD'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 SSSD 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: _____

VENDOR'S/CONTRACTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of Vendor]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **SULPHUR SPRINGS UNION SCHOOL DISTRICT**, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "B" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date: _____, 20 ____

[Name of Vendor] le

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NON-COLLUSION

AFFIDAVIT

County of _____, _____, being first duly
(Print Name)

sworn, depose and says that he or she is _____ of the party
(Title)

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

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Print name

Signature

State of California
County of _____

On _____, before me, _____(Notary Public), personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

(Signature of Notary)

(Seal of Notary)

**VENDOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

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:

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

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

Proper Firm Name of Bidder

Proper Name of Bidder – print name

By: _____ Signature of
Bidder

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 awarding body prior to performing any work under this contract.