

Request for Proposal

Network Infrastructure Upgrade

FCC FORM 470 # 220007054

**Turlock Unified School District
Business Services
1574 E. Canal Drive
Turlock, CA 95380
209-667-0645**

E-rate Funding Year 2022

Issue Date: _____

Proposal Submittal Date/Time:

TURLOCK UNIFIED SCHOOL DISTRICT

Request for Proposal for Network Infrastructure Upgrades

A. NOTICE OF REQUEST FOR PROPOSALS (RFP):

Turlock Unified School District (“District” or “TUSD”) wishes to receive proposals to upgrade the District’s LAN and WLAN infrastructure. The scope of this project includes fifteen (15) school sites, one (1) District Office Building, and five (5) additional administrative buildings. TUSD seeks proposals that include costs for necessary equipment and installation to attain the above-stated goals.

Proposal Deadline: 4:00 PM on 2/7/2022. Any proposals received after the time specified above or after any extensions due to material changes shall be returned unopened.

Place of RFP Receipt:

Turlock Unified School District
Business Services Department
1574 E. Canal Drive
Turlock, CA 95380
ATTN: Barney Gordon

For information about the RFP, please contact Robert Brogdon, Director of Technology Operations at Turlock Unified School District: rbrogdon@turlock.k12.ca.us.

Proposals will be publicly opened and read at 1574 E. Canal Drive, Turlock, CA 95380.

A mandatory pre-bid conference will be held on 1/3/2022 at the Turlock Unified School District Office: 1574 E. Canal Street, Turlock, CA 95830. Please contact Sandi Blacksmith at 209-664-1138 by 12/30/2021 to confirm attendance.

Proposal forms and documents will be available electronically at:
<https://www.turlock.k12.ca.us/Page/2423>

Project Identification Name:

Network Infrastructure Upgrade.

If awarded the contract, the successful Bidder shall be required to furnish

- i. A 100% Performance Bond; and
- ii. Criminal Background Investigation/Fingerprinting Certification.

District reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any Bid Proposal Package, as the interest of the District

may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Compliance with Applicable Law

The award will comply with the Public Contract Code 20118.2 which allows the District to select the most qualified Proposer(s), whose proposal meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered or to reject all responses to the Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award specific items or services on an individual per line item basis to one or more of the Proposers, whichever is in the best interest of the District. The successful Proposer will be notified in the event of an award. All Proposers shall be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process described in Public Contract Code section 20118.2.

PLEASE NOTE that the Project may be funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of “E-Rate” Universal Service Fund (USF). Therefore, all Proposers must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to proposals and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Proposers must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with its proposal.

The successful proponent must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District’s E-rate funding commitment. Awarded Proposer may be required to utilize FCC Form 474 (Service Provider Invoice Process).

The District’s obligation herein is contingent upon the Governing Board’s allocation of sufficient funding for the project. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through such allocation. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Governing Board. In addition, District 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 California Teleconnect Fund (CTF) discount.

Miscellaneous Information

Proposals shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

Proposer shall submit all information required in this RFP, including all Proposal Forms attached below.

Each proposal must strictly conform with and be responsive to the contract documents which shall include this RFP. Proposals that do not comply with instructions and forms may be eliminated from further selection.

Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The proposal submitted must describe a system where elements are currently available.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process.

Each Proposer shall submit with its proposal, on the form furnished with the contract documents, a list of the designated subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Proposer, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Proposer. Upon satisfactory completion of the contract, the securities shall be returned to the Proposer.

Each Proposer's proposal must be accompanied by one of the following forms of Proposer's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a Proposer's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT in the form set forth below. Such Proposer's security must be in an amount not less than ten percent (10%) of the maximum amount of proposal as a guarantee that the Proposer will enter into the proposed contract, if the same is awarded to such Proposer. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

Where applicable, Proposers must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Proposers may contact the District for details regarding the District's DVBE participation goals and requirements.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and included with the proposal.

No telephone or facsimile machine will be available to Proposers on the District premises at any time.

It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location

after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.

All materials submitted in response to this request will become the property of District and will be returned only at District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.

Date: _____

Clerk of the Governing Board
Turlock Unified School District,

Proposal Opening:

1574 E. Canal Drive, Turlock, CA 95380

Board Approval of Project Contract

[DATE]

B. INTRODUCTION

District is requesting proposals to upgrade the District's LAN and WLAN infrastructure. The scope of this project includes fifteen (15) school sites, one (1) District Office Building, and five (5) additional facilities. TUSD seeks proposals that include costs for necessary equipment, installation, and credits for training to attain the above-stated goals.

District is soliciting qualified service providers to submit an installation and service proposal for (including, but not limited to) equipment racks, digital equipment, software, data cabling, and associated equipment as required.

C. GENERAL INFORMATION PROVIDED BY PROPOSER

1. Each Proposal submission shall include a signed original proposal **plus** one (1) copy, clearly marked "copy," of said proposal. Proposals shall be furnished to the District in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper.**
2. Proposals must be submitted by 4:00 PM on **2/7/2022** to the District at: 1574 E. Canal Drive, Turlock, CA 95380. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted. The District will only accept and consider proposals received by the Proposal Deadline. Proposers are solely responsible for ensuring the proposal arrives before the Proposal Deadline. The District is not responsible for any issues related to the delivery of proposals through mail or other delivery service. All Proposers must take whatever steps are necessary to ensure delivery and receipt of its proposal by the Proposal Deadline. No special considerations shall be granted for proposals that were timely mailed but not received by the Proposal Deadline. **Late or incomplete proposals will not be accepted.**
3. The District will only review complete Proposals which are without erasures or alterations and must not contain any interlineations or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent, or ambiguous, the District may reject such proposal as not being responsive to the Notice Inviting Proposals.
4. Turlock Unified School District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with award of contract.
5. Proposals **must** be signed by an individual or officer of the firm authorized to legally bind Proposer when submitting the proposal. Unsigned proposals will not be accepted.

6. The failure or omission of any Proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any Proposer from obligations with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
7. Each proposal should include the following items. These items shall include and incorporate statements and evidence showing that the Proposer can and will comply with all requirements set forth throughout this RFP. These items shall be used, at the District's discretion, to assess the Proposers during the Evaluation Process pursuant to Public Contract Code section 20118.2.

- 1) **Cover Letter** - Include a cover letter with a brief description of the Proposer's structure and statement of interest.
- 2) **Description of Proposer's Company** – Include a description of qualifications for your company providing the requested services. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The Proposer shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- 3) **Proposers Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. Proposer must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The Proposer should state the size of staff, the location from which these services would be performed, and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses. Each Proposer shall include information and documents that evidence all licenses and certifications held by the Proposer.

Each Proposer, as part of their Proposal submission, shall outline the structure of the management organization to be assigned to the District contract. The outline shall also include resumes, duties, shift times, hours per week, education, work experience for the last five (5) years, licensing, special courses required for the position and areas of control. All listed positions are to be identified on an organizational chart and submitted to the District.

- 4) **Capacity and Methodology** – Describe how the Proposer will provide services and fulfill the requirements and expectations of the District and this

RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines.

- 5) **Experience and References** – Description of past performances of similar service and related experience. The Proposer is required to submit a list of other school districts or county offices of education for which services have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the number of students, date services were performed, client name, client contact name and phone number.
- 6) **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- 7) **Fiscal Stability** – Provide documentation showing Proposer’s financial status which may include the most recent audited financial statement.
- 8) **List All Active License No(s).**
- 9) **Submit completed and signed Proposal Forms attached to this RFP.**
- 10) **Insurance.** Provide any and all applicable certificates showing the type and amount of insurance Proposer holds and will maintain throughout the course of the Project. Proposer shall also provide: 1) the name of insurance carrier, 2) number of years with carrier, 3) claims made on the policy of insurance, 4) a detailed explanation of the nature and type of claim, 5) whether the claim has been resolved and 6) the terms of the resolution.
- 11) **Additional Information** - Proposers are encouraged to provide additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.
- 12) **Pricing** – Proposers must provide the costs and prices for all services required by this RFP and a total cost for all services as set forth in Proposal Form A, below. All prices and the total proposal price shall be valid upon submission of a proposal and shall be honored throughout the term of the Project Contract.
- 13) **Executed Supplemental Terms and Conditions included as Attachment E**

All Proposals shall be firm offers subject to acceptance by Turlock Unified School District and may not be withdrawn for a period of 120 calendar days following the due date and time of receipt of said proposals; proposals may be withdrawn by a proposer prior to the appointed due date and time. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time.

Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.

D. TERM OF CONTRACT

Specific services to be provided under this RFP are outlined under Section III-Scope of Work. All Proposers must consider the timeframe between submission of proposal and the projected Project start date when submitting a proposal for the Projects. All Proposers shall be required to honor their proposals from the date of submission up through the Notice to Proceed and throughout the Project. Thus, all proposals must consider the schedule and projected start date of the Project when preparing and submitting proposal prices. Further, the proposal bond provided by the Proposer must remain in full force and effect regardless of the timeframe between submission of the proposal and the District's issuance of a Notice of Proceed for the Project.

Selected Proposers must be able to participate in the FCC E-Rate Program and are responsible for complying with all rules and regulations of this program if E-Rate funding is utilized.

Additional Information:

This RFP, supplemental information, and answers to questions (Q&A) can be found on the District's website at:

<https://www.turlock.k12.ca.us/Page/2423>

E. MINIMUM PROPOSER REQUIREMENTS

Because the service(s) specified in the RFP may be submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, California state requirements and District requirements. All Proposers submitting proposals must be knowledgeable of all requirements to obtain and maintain E-Rate funding eligibility. These requirements include, but are not limited to, the requirements set forth below. Proposers' Proposals must include documentation establishing that it meets all of these requirements as well as the conditions set forth in this RFP:

Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement. The District reserves the right, at its sole discretion, to determine if any work or service provided by the Proposer constitutes unsatisfactory performance.

Have the ability to maintain adequate files and records and meet any and all statistical reporting requirements and provide any information necessary to meet all applicable FCC requirements, including any possible audits throughout the course of the Project.

Have the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.

Have at least five (5) years experience providing this type of service.

In addition to the past experience reference requirements set forth in Section B(5) above, provide references of a minimum of three (3) other customers, one (1) of which should be a School District, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide the same or similar services as outlined in this RFP. All references must have names, titles and phone numbers. All reference accounts must be installed and operable for at least 12 months.

Meet other presentation and participation requirements listed in this RFP. Proposer must confirm that it has the ability to provide any and all material and services required by this RFP and necessary to complete the Project.

The pre-discount cost and description of all services and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. A complete description of the service, as required by the SLD, must be attached to, or submitted with, these costs.

The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services. A SPIN is a unique nine-digit number assigned to your company by USAC. You may want more than one SPIN to participate in Schools and Libraries Program.

Proposer must include a signed contract with the terms of their Proposals delineated in the body of the document. Include multiple agreements, if needed to accommodate pricing options for an initial term.

Proposer is required to acknowledge all terms of the RFP. If Proposer is unable to comply with any specific item in this RFP, a list of detailed exceptions must be provided with the submission of the proposal. If exceptions are not indicated, then submission of the Proposals shall certify that the Proposer is able to, and will, fully comply with requirements of the RFP. Proposer must include any addenda at the time of submission of the Proposals. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the Proposals.

The successful Proposer shall provide and install all equipment, materials, and/or services enumerated. Any equipment or services required to provide a complete and operational system will be provided by Proposer, regardless if the equipment or service has been specifically itemized in the proposal response. Proposer must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. All sub-Contractors identified by the Proposer must certify that they are able and authorized to provide all services necessary to comply with all applicable E-rate regulations, including reporting requirements. The District must approve all sub-Contractors in writing prior to the commencement of work.

Proposer must be familiar with, and demonstrate the ability to comply with, all regulations and requirements for the SLD E-Rate program. Proposer shall be solely responsible for ensuring its work on the Project complies with all applicable state and federal regulations applicable to the E-Rate program if E-Rate funding is utilized for the Project. Proposer must be familiar with all applicable federal E-rate policies, and is required to abide by the requirements for Service Providers under the E-rate program as set forth by the E-rate program administrators if E-Rate funding is utilized for the Project. These requirements include but are not limited to; filing of all forms, extension of appropriate discounts to the participating eligible entities, careful record-keeping for auditing purposes, and the submission of any information participating eligible entities must submit as part of their filing requirements.

Proposer shall possess at the time the contract is awarded any and all license(s) required to perform the work discussed herein. Proposers must be properly licensed pursuant to the California Business and Professions Code, and be licensed to perform the work called for in this RFP. The Proposer must possess a valid and active license and must be properly licensed at the time of award and throughout the duration of this Project. If the District, in its sole discretion, determines the Proposer does not have the proper license(s) to perform the work, the District may deem the Proposer's response to this RFP as non-responsive.

The District shall not be held responsible for ensuring the Proposer receives E-Rate funding if E-Rate funding is utilized.

F. QUESTIONS AND POSSIBLE ADDENDUMS OF PROPOSALS:

Once this RFP has been issued, the individual identified below are the sole contact points for any inquiries or information relating to this RFP and will coordinate answers with the District Staff, if needed. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented via e-mail to the following contact:

Point of Contact:

Robert Brogdon – Director of Technology Operations
Turlock Unified School District
rbrogdon@turlock.k12.ca.us

Questions shall be submitted by **1/31/2022** 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 Network Infrastructure Upgrade 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 the USAC EPC Portal website <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx> on the TUSD website at <https://www.turlock.k12.ca.us/Page/2423>. It is the Proposer's responsibility to check either website periodically for questions and answers or addendums.

All Proposers interested in making a Proposal are directed not to make personal contact with members of the District's Governing Board or any District personnel beyond the individuals listed herein. Any contact will constitute grounds for disqualification of consideration.

If it becomes necessary for Turlock USD to revise any part of this RFP, or provide clarification or additional information after the documents are released, an addendum will be posted on the District's webpage, as indicated above. All addendums issued shall become part of the RFP. It shall be the responsibility of the potential contractors to inquire of Turlock 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 Turlock 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.

H. GENERAL CONDITIONS

1. **Forms/ Documents to be Submitted with Proposal.** Proposer shall complete and submit the original copies of the following forms/ documents with its Proposal:

- a. Proposal Form A- RFP Proposal Amount
- b. Proposal Form B- Certification
- c. Proposal Form C-Noncollusion Declaration
- d. Proposal Form D- Certificate of Workers' Compensation Insurance
- e. Proposal Form E- Subcontractors List
- f. Proposal Form F- Proposal Bond
- g. Proposal Form G- Proposal Guarantee Form (only if not using Proposal Form F)
- h. Proposal Form H- Substitution Request Form (only if proposing substitution)

2. **Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the Proposals response page or to include all addenda with the RFP Proposals documents may be sufficient cause for rejecting the submitted Proposals.

3. **Award or Rejection of Response to Request for Proposals.** The contract will be awarded at District's sole discretion. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process. The District reserves the right to award a contract for any portion of services as it sees fit. Thus, Proposers may submit separate proposals for one or more of the services described below. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to Section 20118.2 of the Public Contract Code, the District reserves the right to award a Contract to the qualified Proposers whose Proposals meets the evaluation standards and will be most advantageous to the District with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award parts of the

services or materials sought by the RFP, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. By submitting a Proposal, the Proposer certifies that it is willing and able to provide any and all services described herein even if only a portion of the services and materials are required by the District. The successful Responder(s) will be notified in the event of an award.

4. **Conflict of Interest.** By its signature hereunder, Proposer certifies that no District employee whose position in the District's service enables him/her to influence any award of your offer or any competing offer and no District employee, spouse, or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this Request for Proposals. If such conflict exists, the Proposer will notify the District in writing prior to, or with the submission of, its Proposals.

5. **If Proposer Protest.** Any Proposer who submitted a Proposal to the District may file a protest provided that each and all of the following is complied with:

- 5.1 The protest is in writing;
- 5.2 The protest is filed and received by the District's Assistant Superintendent of Business Services not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible Proposer;
- 5.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Assistant Superintendent of Business Services or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the Proposer submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No Proposer shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the Proposer. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the Proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a Proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive, and compliant with all applicable regulations.

6. **Indemnification.** Proposer shall be solely responsible for ensuring all information submitted to the District or any federal agency, including but not limited to all statements regarding the amount of work complete and quantities of equipment installed on the Project, is accurate and shall indemnify and hold the District harmless from any claim, damage, or loss arising from the information provided by the Proposer, including any action, claim or

audit initiated by the Universal Service Administrative Company or the Federal Communications Commission.

7. Insurance. See Insurance Requirements Form.

8. 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, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work by such Proposer.

9. Wage Rates, Travel, and Subsistence. Pursuant to Labor Code Sections 1720 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Proposer shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above, and are also available from the Director of the Department of Industrial Relations. It is the Proposer's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractor under such Proposer, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

10. Warranty. The Proposer shall warrant to the District that all services provided will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents which will include this RFP.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this contract shall include a warranty setting forth the specific requirements. However, all Proposers shall confirm that they can and will warrant all work provided to the District with the following representations:

In addition to any other warranties provided elsewhere, Proposer shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective within a three (3) year period from date of completion without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Proposer shall notify District upon completion of repairs.

In the event of failure of Proposer to comply with above-mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Proposer who hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective Work requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the Proposer notice. If the Proposer cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Proposer. Such action by the District will not relieve the Proposer of the guarantee provided in this Article or elsewhere in the Contract or this RFP.

This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Proposer shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

11. Fingerprinting. If applicable, Proposer shall comply with all provisions of Education Code Section 45125.1 prior to entering into a contract with the District. Pursuant to Education Code section 45125.1, Proposer shall conduct criminal background checks of all employees of Proposer assigned to work on a District site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, Proposer must provide the District with a list of all employees providing services pursuant to the contract and this RFP with the District, and designate which sites such employees will be assigned. In performing the services set forth in this RFP, Proposer shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Proposer's employees will have only "limited contact" with pupils.

II. PROPOSALS CONDITIONS

A. Contingencies

This Request for Proposals (RFP) does not commit District to award a contract. The Turlock Unified School District Board of Trustees reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District may be applying for E-Rate funding, the final decision to award or reject may be linked to the approval of the E-Rate application and granting of maximum funding commitment allowed by the Universal Service Fund through the E-Rate program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof. District will notify all Proposers in writing, if District rejects all Proposals.

District reserves the right to terminate this RFP process at any time.

District reserves the right to limit the scope of work, including scaling back the scope, removing sites and associated services/equipment, service substitutions, and will not incur termination liability, as a result.

If an E-Rate funding request is denied by USAC/SLD, the Contract, with respect to such services, shall terminate immediately unless the District provides written notice to the Proposer instructing it to continue with the work.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid, and subject to acceptance after the Proposals opening and up to the end of the agreement period. District reserves the right to reject any or all Proposals.

C. Best Value Evaluation Process

Pursuant to Public Contract Code section 20118.2, the District will review all proposals based on the factors described herein and the District's needs to select the proposal(s) which, at the District's sole discretion, offer the District the most advantageous options (the "Evaluation Process"). Cost is an important factor in the evaluation process, but District is not obligated to accept the lowest cost proposal. At District's discretion, the District may consider the following criteria in the Evaluation Process:

Responses will be evaluated according to the following weighting:

No.	Factor	Total Points Available
1	Cost of E-Rate eligible products and/or services	25
2	Cost of E-Rate ineligible products and/or services	20
3	Technical Bid Submittal	10
4	Proposer References	5
5	Experience with District	15
6	Proposed solution timeline, including the ability to start the project at the beginning of the funding year	15
7	Ability to deliver service throughout district geographic region	10
Total Points		100

Basis of Selection

No commitment will be made to select a proponent’s system(s) solely on the basis of cost. Selection will be made on a combination of factors including technical bid submittal. Proponent experience and references, Implementation Plan, Price and other customer satisfaction, customer references, and conformance to the specifications contained in this Request for Proposal will also be considered.

Screening & Selection – The screening and selection will be performed by District Staff. All proposals submitted by firms will be reviewed. The committee will then formulate a recommendation to the Board of Education. The aforementioned criterion will be used by the committee in the evaluation process.

III.SCOPE OF WORK

- a. TUSD is seeking proposals for removal and replacement of current hardware with routing and switching equipment capable of a minimum of 10 Gbps data speed with the ability to scale to 40 Gbps data speed in the TUSD datacenter and desires a cost-effective solution for Power over Ethernet (PoE) network equipment capable of supporting WLAN, VoIP, and security cameras within the environment. (See attached inventory sheet for current equipment- Attachment B).

- b. LAN networking equipment should be Cisco or equivalent. Proposals should include dedicated core switches at each site, stacking modules & cables for all switches, an identity and access control system, and a network management platform. The District Office requires 2 core switches.
- c. WLAN equipment should be Cisco or equivalent. Solutions will need to include two centralized controllers, must be fully compliant with the Wi-Fi 6 (802.11 ax) wave 2 standard, powered via industry-standard PoE, must provide coverage to outdoor common areas, and must provide sufficient coverage to allow seamless roaming throughout the campus/site while maintaining optimal levels of performance in density. WAPs shall be mounted horizontally with brackets per the manufacturer's recommendations where necessary.
- d. As part of the overall solution, the Proposer will specify additional hardware to support the desired data transmission speeds and efficacy of the network equipment. This includes, but is not limited to, racks and any necessary software to support high-speed broadband connectivity.
- e. The proposal must include installation costs for all equipment.
- f. The proposal must include a timeline for installation at all sites. TUSD's preference is for the project to be completed within nine (9) months of the project start date.
- g. All proposed equipment must have a minimum of a one (1) year warranty, with options for purchasing extended warranties for all equipment.
- h. The proposed equipment shall be capable of supporting multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc.
- i. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack unless otherwise specified.
- j. Currently, District's MDF's have two and/or four-post racks in each location with a minimum of 3U available space for Proposer equipment. Proposer is responsible for providing costs for additional racks, brackets, or other hardware required for mounting equipment as needed.
- k. The service provider is responsible to obtain all necessary right of ways necessary for this project.
- l. Proposals must include all costs associated with the project, including, but not limited to, the installation (one time) and any ongoing cost proposals for the project.
- m. The District Office is a historic landmark building. As such, offers requiring core drilling through the foundation will not be considered.
- n. District will determine when the project will commence.

- o. The selected service provider shall include a proposed project timeline including estimated start and completion dates for the project.
- p. The selected service provider shall provide network topology maps, post-implementation site surveys, and associated heat maps for the entire network.

This RFP offer requests network hardware upgrades to be provided to the following District locations:

Turlock Unified School District Office

1574 E. Canal Drive
Turlock, CA 95830

Turlock Unified School District Operational Services Center

2570 Acme Court
Turlock, CA 95380

Turlock Unified School District Child Nutrition Department

1901 Auto Mall Drive
Turlock, CA 95380

Turlock Unified School District Special Education Department

1441 Colorado Avenue
Turlock, CA 95380

Turlock Unified School District Transportation Department

101 W. F Street
Turlock, CA 95380

Turlock Unified School District Farm

625 East Taylor Road
Turlock, CA 95380

Brown Elementary School

1400 Georgetown Avenue
Turlock, CA 95382

Crowell Elementary School

118 North Avenue
Turlock, CA 95382

Cunningham Elementary School

324 W Linwood Avenue
Turlock, CA 95380

Dennis Earl Elementary

4091 N Olive Avenue
Turlock, CA 95382

Dutcher Middle School

1441 Colorado Avenue
Turlock, CA 95380

eCademy Charter at Crane

1100 Cahill Street
Turlock, CA 95380

John H. Pitman High School

2525 W Christoffersen Parkway
Turlock, CA 95382

Julien Elementary School

1924 E Canal Drive
Turlock, CA 95380

Osborn Two-Way Immersion Academy

201 N Soderquist Road
Turlock, CA 95380

Roselawn High School

350 N Kilroy Road
Turlock, CA 95380

Sandra T. Medeiros Elementary School

651 W Springer Drive
Turlock, CA 95382

Turlock High School

1600 E Canal Drive
Turlock, CA 95380

Turlock Junior High School

3951 N Walnut Road
Turlock, CA 95382

Wakefield Elementary School

400 South Avenue
Turlock, CA 95830

Walnut Elementary Education Center

4219 N Walnut Road
Turlock, CA 95382

Additional Services Required by District

- District requires a dedicated Account Representative available to interface directly with District Staff, and if different, a 24-hour emergency contact name with a valid, working telephone number that will have access to all required Departments to resolve issues. Any charge associated with this requirement must be incorporated into the Proposals and the District shall not be required to issue any additional payment for emergency monitoring services.
- District requires a dedicated network engineer/engineering/project management staff who are local, to ensure correct design of recommended network changes. Proposer may be required to furnish resumes for network engineering certificates/credentials of such engineers upon request. The District reserves the right to reject and demand a replacement for any staff provided pursuant to this section.
- Proposer must have the ability to process written purchase orders from authorized District Staff, when required, and expedite delivery of service(s) at District's request.
- Proposer must have dedicated billing representative with the ability to research and approve credits within 30 days of investigation.
- Proposer must issue a check payable to the appropriate District Department for credits of any amount.
- Proposer must provide promotional pricing whenever it is beneficial to District provided that pricing does not violate E-rate regulations. Promotional pricing should supersede contract rates when beneficial to District
- Proposer must be currently licensed to do business in the State of California, which will be validated by Proposer providing copies of all licenses and/or certifications as part of Proposer's proposal.
- Proposer shall have no record of unsatisfactory performance with the Federal Communications Commission, the California Public Utilities Commission, or other regulatory agencies, including prior District contracts. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed unable to meet this requirement. The District shall determine, at its sole discretion, what constitutes unsatisfactory performance.
- Proposers must demonstrate the ability to add additional and/or new services related to the products and services required for the Project as they become available for the completion of the Project.

IV. RESERVATION OF RIGHTS

The District reserves the right to expand or reduce the quantities of locations without penalty as may be required. The District requests that Proposer provides a mechanism to implement network additions or deletions. The District reserves the right to procure any item or services by other means to meet time-sensitive requirements of the Project. Proposer agrees that time is of the essence and agrees to meet all timelines as set out in this agreement or addendum(s) to this agreement. Proposer agrees that harm caused to the District by its failure to meet agreed timelines is significant and may be held in breach of its contract with the District. In the event the Proposer fails to meet project installation timelines, the District may declare the

Proposer in breach of the entire agreement and seek whatever legal remedies may be appropriate.

Non-appropriation of Funds - Agreement and all Addenda shall be subject to all applicable federal, state, and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of California. If federal or state law prohibits the District from executing any Agreement that crosses its fiscal year, then the term of this Agreement or any Addendum shall be deemed to be through its fiscal year. District retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of District. District will make a reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that District does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms, and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of California.

The District considers both the quality and availability to be critical factors influencing the selection of Proposer(s) to provide the service described in this proposal. The District relies heavily upon technology in the daily instructional and operational support of its education community. Modern curriculum is designed and implemented around the use and availability of technology in the classroom and schools. Network outages can result in the irreplaceable loss of critical planned instruction time. The District requires the selected Proposer to provide and maintain the referenced services on a 24 hour a day, seven-day a week basis, including weekends and holidays.

V. SERVICE LEVEL AGREEMENT

Proposer will identify a technical contact assigned to the District, that will be accessible during normal business hours and a secondary contact for emergency situations and out-of-hours events. Proposer will conduct scheduled repairs and upgrades during off-hour periods not affecting the District's operation or use of technology in the classrooms. All scheduled repairs will be subject to notification of the District's representative in advance. Proposer will coordinate all repairs involving access to district facilities in advance with the District's contact and facilities manager. In the event the Proposer is unable to respond and /or make corrections to the operation of the contracted goods and services to the substantial satisfaction of the District, the Proposer will immediately make available a supervisor with the authority to obtain the resources required to make such repairs as may be necessary.

VII. INSTALLATION/PROJECT MANAGEMENT

The Proposer shall conduct project meetings at a District location. Proposer shall include costs for any and all expenses associated with these meetings (e.g. travel, lodging) in the cost of the proposal. The Proposer shall conduct project meetings on an as-needed basis. The attendance will include, at a minimum, the District's Director of Technology Operations, or designee, and the Proposer IT Manager. The District, through its Director of Technology Operations, may request the attendance of any and all members of the proposed system Service Provider staff assigned to the implementation project. The Proposer shall schedule project meetings in advance and will distribute an agenda mutually agreed upon by District

Director of Technology Operations and the Service Provider IT Manager. The Proposer IT Manager shall be responsible for maintaining all records of any and all official project meetings and shall include applicable information in the monthly progress reports.

Project Correspondence Requirements – All correspondence, including e-mail and facsimile transmission, from the Proposer to District shall be logged, dated, and numbered in sequence.

VIII. GENERAL REQUIREMENTS

Proposer shall comply in every way with the requirements of local laws and ordinances, the laws of the State of California, and all Federal laws and OSHA regulations.

Proposer shall coordinate with District or its designated assignee on the proposed placement of its equipment at necessary locations at each site/department.

Proposer shall obtain written approval from District Director of Technology Operations, or designee, prior to beginning installation work in all District facilities.

Proposer shall obtain the District's permission before proceeding with any work necessitating cutting into or through any part of building structures such as walls, beams, floors, or ceilings.

Proposer shall be responsible for and repair all damage to District property due to carelessness of workers.

Proposer shall replace and/or repair any damage, at the Proposer's expense, that may occur to underground facilities such as sprinkler systems, gas and water lines due to trenching.

Proposer shall install equipment in accordance with manufacturer's specifications for the systems.

Proposer shall provide all screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc., necessary to facilitate the proper installation and support of its fiber-optic distribution system and equipment on District property.

Proposer shall be responsible for installation of proper grounding require by its systems.

The District may request that the Proposer provide as-built drawings in either paper (30"x42" or sized per District approval) or digital media format. The drawings should show exact routes and locations of all cabling and equipment.

Proposer shall remove all excess material and debris and return to District site to its original state of cleanliness. The Proposer shall maintain a work area free of debris and dispose of trash daily.

Proposer will ensure that all doors on District property are locked upon exit after normal business hours. Doors shall not be propped open at any time. District may require Proposer personnel to wear distinctive uniforms and/or identification cards while on District property.

District may require that Proposer conduct and report results of background checks on all Proposer personnel working on District property.

PROPOSAL FORM A

This form is required to be submitted with your Proposal.

TO: **TURLOCK UNIFIED SCHOOL DISTRICT**, a California Unified School District, acting by and through its Board of Trustees (“District”), 1574 E. Canal Drive, Turlock CA 95380

FROM: _____

(Name of Company)

(SPIN NUMBER)

(Address)

(Fed. Tax ID #)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Proposer's Authorized Representative(s) & Title)

(Date)

RFP Proposal Amount:

The proposal must be in ink or typewritten. Write out the total amount of your proposal:

Numeric Proposal Amount: \$

In the event of a conflict between the written and numeric versions of the proposal, the written will prevail.

PROPOSAL FORM B
This form is required to be submitted with your Proposal.

CERTIFICATION

I certify that I have read **Request for Proposals for Network Infrastructure Upgrade** and the instructions for submitting an RFP. I further certify that I must submit **one (1) original clearly marked “Original”, (1) hard copy clearly marked “Copy”** of the firm’s proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposals, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposals incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued. The **Addendum Nos. _____ received, acknowledged and incorporated into this Request for Proposals are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

PROPOSAL FORM C
This form is required to be submitted with your Proposals.

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF _____

I, _____ being first duly sworn, deposes and
(Typed or Printed Name)

I am the _____ of _____, the party
(Title) (Proposer Name)

submitting the foregoing Request for Proposals (the "Proposer"). In connection with the foregoing Request for Proposal, the undersigned declares, states, and certifies that:

The RFP Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The RFP Response is genuine and not collusive or sham.

The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal, or to refrain from proposing.

The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or that of any other Proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the RFP Response and related documents are true.

The Proposer has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this _____ day of _____, 20____ at _____
(City, County, and State)

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

Signature

(Address)

Name Printed or Typed

() _____
(Area Code and Telephone Number)

PROPOSAL FORM D
This form is required to be submitted with your Proposals.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____, the _____ of
(Individual Name) (Title)

(Proposer's Company Name)

declare, state, and certify:

1. I am aware that California Labor Code #3700 (a) and (b) 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 of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

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

(Proposer's Company Name)

(Typed or Printed Name)

By: _____
(Authorized Signature)

PROPOSAL FORM E

This form is required to be submitted with your proposal, if applicable.

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Turlock Unified School District. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor’s address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty-four hours following the opening of Proposals. Subcontractor’s name, city of location, and scope of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST

All subcontractors in excess of 1/2 of 1% of total Proposal price must be listed, regardless of tier. Any subcontractor that will perform any electrical or low voltage work on the Project must also be listed.

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()

Add additional pages as necessary.

PROPOSAL FORM F

This form is required to be submitted with your proposal, if applicable.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called “Principal”), and _____ (hereafter called “Surety”), are hereby held and firmly bound unto the Turlock Unified School District (hereafter called “Owner”) in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the installation of Digital Transmission Services and Internet Access.

NOW, THEREFORE,

- a. If said Proposal is rejected, or
- b. If said Proposal is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Proposal), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for proposals, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for proposals, or the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys’ fees to be fixed by the court.

The Principal and the Surety understand and acknowledge that this Proposal Bond is issued for the project known as the Network Infrastructure Upgrade (“Project”). The Project may be funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of “E-Rate” Universal Service Fund (USF). Therefore, the Project may not begin before July 1, 2022 of E-Rate Funding Year 2022-2023. Thus, the Proposal Bond must remain in full force and effect regardless of the timeframe

between submission of the proposal and the District's issuance of a Notice of Proceed for the Project.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____
Title: _____ Title: _____

ATTEST: (if corporation)

By: _____
Title: _____
(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____
Title: _____ Title: _____

ATTEST: (if corporation)

By: _____
Title: _____
(Corporate Seal)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

PROPOSAL FORM G

This form is required to be submitted with your proposal only if Proposer is not providing the Proposal Bond (Proposal Form F)

PROPOSAL GUARANTEE FORM

Accompanying this proposal is a cashier's check payable to the order of the Turlock Unified School District or a certified check payable to the order of the Turlock Unified School District in an amount equal to ten percent (10%) of the total Proposal amount and any alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this Proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Proposer

Note: Use this form, in lieu of Proposal Bond (Form F), when a cashier's check or certified check is accompanying the Proposal.

PROPOSAL FORM H

This form is required to be submitted with your proposal, if requesting any substitution. Failure to submit this form with your proposal shall mean you will provide all items as specified or described in this RFP.

REQUEST FOR SUBSTITUTION FORM

Proposer submits the following request to Substitute. I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specified or Described Item	Requested Substituted Item
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified or Described Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Proposer agrees to pay for any Governmental fees or costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on any drawings, if applicable.
2. The undersigned will pay for changes to the design, including, engineering or other consultant design, detailing, governmental fees and costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the District to properly review the substitution request, within five (5) days if requested, the Proposer shall provide samples, test criteria, manufacturer information, and any other documents requested by the District.

Name of Proposer: _____

By: _____

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 20____ in the County of Stanislaus of the State of California, by and between the Turlock Unified School District, hereinafter called the “District”, and _____, hereinafter called the “Proposer”.

WITNESSETH that the District and the Proposer for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Proposer shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence Proposer’s work under the direction of the District and to perform and complete all Work required in connection with RFP for CONTRACT FOR E-RATE ELIGIBLE WIDE AREA NETWORK (WAN) SERVICES (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Proposer shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Proposer shall not be excused with respect to any failure to so comply by an act or omission of the Schools and Libraries Division (“SLD”), Federal Communications Commission (“FCC”) or the E-Rate program in general.

ARTICLE 2 - TIME OF COMPLETION: Once the Proposer has received a notice to proceed, the Proposer shall complete all work for the Project prior to July 1, 2022. This shall be called Contract Time. It is expressly understood that time is of the essence. Proposer has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for Proposer’s Scope of Work for this Project is adequate for the timely and proper completion of the Project within the Contract Time.

ARTICLE 3 - LIQUIDATED DAMAGES AND BONUS: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Proposer will pay the District the sum of five thousand dollars (\$5,000.00) per calendar day for each and every day of delay attributable to Proposer’s delay to complete the Project within the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Proposer further agrees that the District may deduct such amount thereof from any money due or that may become due Proposer under the Contract. This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Proposer as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the RFP Response submitted.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Proposer and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Proposer proceeds with a Change in work without an agreement between the District and Proposer regarding the cost of a Change Order, the Proposer waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Proposer shall defend, indemnify and hold harmless District and its officers, employees, agents, and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs, or expenses of any kind arising from death, personal injury, property damage or other cause-based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Proposer shall protect and defend, at its own expense, District and its officers, employees, agents, and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach, or as otherwise required by this Article.

Furthermore, Proposer agrees to and does hereby defend, indemnify and hold harmless District, and its officers, employees, agents, and independent contractors from every claim or demand made, and every liability, loss, damage, expense, or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission, or breach of Proposer or any person, firm or corporation employed by Proposer, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Proposer and Proposer's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Proposer (or any person hired or employed directly or indirectly by Proposer) to pay any Subcontractor or Materialman of any tier, or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Proposer, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein 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.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Request for Proposal
Response to Request for Proposal
Proposal Form A- RFP Proposal Amount
Proposal Form B- Certification
Proposal Form C- Noncollusion Declaration
Proposal Form D- Certificate of Workers' Compensation Insurance
Proposal Form E- Subcontractors List
Proposal Form F- Proposal Bond
Proposal Form G- Proposal Guarantee Form (only if not using Proposal Form F)
Proposal Form H- Substitution Request Form (only if proposing substitution)
Agreement Form
Payment Bond
Performance Bond
Insurance Requirements Form
Certification Regarding Background Checks

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Proposer stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) records of both the District and the Proposer shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - PROPOSER'S LICENSE: The Proposer must possess throughout the Project, the appropriate licenses, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Turlock Unified School District

PROPOSER:

By: _____

Typed or Printed Name

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the TURLOCK UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Proposer"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Proposer is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Proposer, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the TURLOCK UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or

agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Proposer or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/PROPOSER:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, 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 as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the TURLOCK UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Proposer"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Proposer is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Proposer is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Proposer, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the TURLOCK UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Proposer, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the District. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time, or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to

the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Proposer shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Proposer and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Proposer and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL/PROPOSER:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, 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 as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

INSURANCE REQUIREMENTS FORM

The Proposer shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Proposer shall obtain and maintain the following policies and coverage. The insurance furnished by the Proposer shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Proposer and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$1,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Proposer and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Proposer shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the Proposer for all coverage until the work is accepted as complete. The District requires the Proposer to furnish the District complete, certified copies of all required insurance policies. The Proposer shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

(2) For any claims related to the work, the Proposer's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Board of Education, the District, their officers, employees, representatives, and agents shall be in excess of the Proposer's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Proposer's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Proposer's liability under the Agreement or Contract.

(3) In the event the Proposer does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Proposer shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Proposer, the District may pay for the insurance from Agreement sums otherwise due the Proposer.

(4) If the District is damaged by the failure of Proposer to provide or maintain the required insurance, the Proposer shall pay the District for all such damages.

(5) The Proposer's obligations to obtain and maintain all required insurance are non-delegable duties under the Agreement or Contract.

DATE: _____

PROPOSER

By: _____
Signature

CERTIFICATION REGARDING BACKGROUND CHECKS

Proposer certifies that it has performed one of the following:

- Pursuant to Education Code Section 45125.1, Proposer has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Turlock Unified 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 "A" 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, Proposer 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 Proposer]

By its: _____

ATTACHMENT A:

CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Attachment B: Current MDF/IDF Equipment

Trade Names and Alternatives:

For convenience in designation on the plans or in the specifications, certain articles, materials, or protocols to be incorporated in the work may be designated under a trade name or in the name of a manufacturer and their catalog information. The use of an alternative article, material, or protocol which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements: The burden of proof as to the quality and suitability of alternatives shall be upon the Service Provider and they shall furnish all information necessary as required by the District. The District shall be the sole judge as to the quality and suitability of alternative articles, materials, or protocols and this decision shall be final. Whenever the specifications permit the substitution of a similar or equivalent article, material, or protocol, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Service Provider, enclosed in the sealed bid packet, and accompanied by complete data as to the equality of the article, material or protocol proposed.

MDF/IDF #	# Switches Needed	Existing Ports	Needed Ports	Indoor WAPs	Outdoor WAPs	Total WAPs	WAP Notes	Stacking Needed?	SFPs Needed	SFP Type	Twinax Needed	Twinax Lengths
Brown ES												
MDF Core	1	16	12	0	0	0		Yes	8	LRM	0	N/A
MDF Access	2	96	96	4	1	5	1x T301N	Yes	0	N/A	2	2m
IDF1	1	24	24	2	1	3	1x T310C	No	1	LRM	0	N/A
IDF2	1	48	48	7	0	7		No	1	LRM	0	N/A
IDF3	1	48	48	1	0	1		No	1	LRM	0	N/A
IDF4	2	48	72	7	0	7		Yes	1	LRM	0	N/A
IDF5	2	72	72	3	0	3		Yes	1	LRM	0	N/A
IDF6	2	72	72	7	0	7		Yes	1	LRM	0	N/A
IDF7	1	48	48	6	0	6		No	1	LRM	0	N/A
IDF8	1	48	48	1	0	1		No	1	LRM	0	N/A
Totals	14	520	540	38	2	40			16		2	
Crowell ES												
MDF Core	1	16	13	0	0	0		Yes	9	LRM	0	N/A
MDF Access	2	72	96	9	1	10	1x T310S	Yes	0	N/A	2	1m
IDF1	2	96	96	6	0	6		Yes	1	LRM	0	N/A
IDF2	2	48	72	6	0	6		Yes	1	LRM	0	N/A
IDF3	1	48	48	5	0	5		No	1	LRM	0	N/A
IDF4	2	72	72	4	0	4		Yes	1	LRM	0	N/A
IDF5	2	48	72	7	0	7		Yes	1	LRM	0	N/A
IDF6	1	48	24	2	0	2		No	1	LRM	0	N/A
IDF7	2	96	72	5	0	5		Yes	1	LRM	0	N/A
IDF8	1	48	48	5	0	5		No	1	LRM	0	N/A
IDF9	1	48	48	5	0	5		No	1	LRM	0	N/A
Totals	17	640	661	54	1	55			18		2	

Cunningham ES												
MDF Core	1	8	24	0	0	0		Yes	7	LRM	0	N/A
MDF Access	4	216	192	10	1	11	1x T310S	Yes	0	N/A	2	1m, 2m
IDF1	1	48	48	1	0	1		No	1	LRM	0	N/A
IDF2	2	96	96	10	0	10		Yes	1	LRM	0	N/A
IDF3	1	48	48	5	0	5		No	1	LRM	0	N/A
IDF4	1	48	48	4	0	4		No	1	LRM	0	N/A
IDF5	2	48	72	8	0	8		Yes	1	LRM	0	N/A
IDF6	2	96	96	5	0	5		Yes	1	LRM	0	N/A
IDF7	1	48	48	4	0	4		No	1	LRM	0	N/A
Totals	15	656	672	47	1	48			14		2	
Dennis Earl ES												
MDF Core	1	16	16	0	0	0		Yes	13	12x LRM, 1x LR	0	N/A
MDF Access	4	192	192	6	0	6		Yes	0	N/A	2	1m, 2m
IDF1	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF2	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF3	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF4	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF5	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF6	1	48	48	3	1	4	1x T310S	No	1	LRM	0	N/A
IDF7	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF8	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF9	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF10	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF11	1	48	48	3	1	4	1x T310S	No	1	LRM	0	N/A
IDF12	1	48	48	3	0	3		No	1	LRM	0	N/A
Totals	17	784	784	42	2	44			25		2	
Julien ES												
MDF Core	1	16	12	0	0	0		No	9	8x LRM, 1x LR	0	N/A
MDF Access	3	96	120	9	1	10	1x T310S	Yes	0	N/A	2	1m
IDF1	2	96	96	5	0	5		Yes	1	LRM	0	N/A
IDF2	1	24	48	5	0	5		No	1	LRM	0	N/A
IDF3	1	48	48	6	0	6		No	1	LRM	0	N/A
IDF4	2	48	72	8	0	8		Yes	2	LRM	0	N/A
IDF5	2	96	96	6	0	6		Yes	1	LRM	0	N/A
IDF6	1	48	48	3	0	3		No	1	LRM	0	N/A
IDF7	1	48	48	4	0	4		No	1	LRM	0	N/A
IDF8	1	48	48	1	0	1		No	1	LRM	0	N/A
Totals	15	568	636	47	1	48			18		2	
Medeiros ES												
MDF Core	1	16	8	0	0	0		Yes	9	8x LRM, 1x LR	0	N/A
MDF Access	2	96	96	3	1	4	1x T310s	Yes	0	N/A	2	1m
IDF1	5	240	240	12	0	12		Yes	2	LRM	0	N/A
IDF2	4	192	192	12	0	12		Yes	2	LRM	0	N/A
IDF3	4	192	192	12	0	12		Yes	2	LRM	0	N/A
IDF4	1	48	48	2	0	2		No	2	LRM	0	N/A
IDF5	1	48	48	3	1	4	1x T310s	No	2	LRM	0	N/A
Totals	18	832	824	44	2	46			19		2	

Osborn ES												
MDF Core	1	16	12	0	0	0		Yes	7	6x LRM, 1x LR	0	N/A
MDF Access	3	144	144	9	0	9		Yes	0	N/A	2	2m
IDF1	1	48	48	2	0	2		No	2	LRM	0	N/A
IDF2	2	96	96	9	0	9		No	2	LRM	0	N/A
IDF3	2	48	72	5	0	5		Yes	2	LRM	0	N/A
IDF4	2	72	72	5	0	5		Yes	2	LRM	0	N/A
IDF5	1	48	48	5	0	5		No	2	LRM	0	N/A
IDF6	2	48	48	8	0	8	1x T310S	Yes	2	LRM	0	N/A
Totals	14	520	540	43	0	43			19		2	
Wakefield ES												
MDF Core	1	16	12	0	0	0		Yes	13	12x LRM, 1x LR	0	N/A
MDF Access	2	96	96	2	0	2		Yes	0	N/A	2	1m, 2m
IDF1	1	48	48	2	0	2		No	2	LRM	0	N/A
IDF2	2	96	96	4	1	5	1x T310s	Yes	2	LRM	0	N/A
IDF3	1	48	48	4	0	4		No	2	LRM	0	N/A
IDF4	2	72	96	6	0	6		Yes	4	LRM	0	N/A
IDF5	2	72	72	10	0	10		Yes	2	LRM	0	N/A
IDF6	2	96	96	8	1	9	1x T301n	Yes	2	LRM	0	N/A
IDF7	2	96	96	8	0	8		Yes	2	LRM	0	N/A
IDF8	1	48	48	2	0	2		No	2	LRM	0	N/A
IDF9	1	24	48	5	0	5		No	2	LRM	0	N/A
Totals	17	712	756	51	2	53			33		2	
Walnut ES												
MDF Core	1	16	8	0	0	0		Yes	7	6x LRM, 1x LR	0	N/A
MDF Access	2	96	96	5	1	6	1x T310s	Yes	0	N/A	2	1m
IDF1	3	144	144	8	2	10	2x T310s	Yes	2	LRM	0	N/A
IDF2	3	144	144	9	0	9		Yes	2	LRM	0	N/A
IDF3	3	144	144	9	0	9		Yes	2	LRM	0	N/A
IDF4	3	144	144	9	0	9		Yes	2	LRM	0	N/A
IDF5	2	72	72	4	1	5	1x T310s	Yes	2	LRM	0	N/A
Totals	17	760	752	44	4	48			17		2	
Dutcher MS												
MDF Core	1	16	16	0	0	0		Yes	13	10x LRM, 3x LR	0	N/A
MDF Access	3	144	144	8	1	9	1x T310s	Yes	0	N/A	2	1m, 2m
IDF1	1	48	48	1	0	1		No	2	LRM	0	N/A
IDF2	1	24	24	3	1	4	1x T301N	No	2	LRM	0	N/A
IDF3	2	48	72	6	0	6		Yes	2	LRM	0	N/A
IDF4	1	48	48	3	0	3		No	2	LRM	0	N/A
IDF5	2	72	72	4	0	4		Yes	2	LRM	0	N/A
IDF6	1	48	48	4	0	4		No	2	LRM	0	N/A
IDF7	1	48	48	4	0	4		No	2	LRM	0	N/A
IDF8	1	48	48	6	0	6		No	2	LR	0	N/A
IDF9	2	96	96	3	0	3		Yes	2	LRM	0	N/A
IDF10	1	24	24	4	1	5		No	2	LRM	0	N/A
IDF11	1	48	48	5	0	5		No	2	LRM	0	N/A
Totals	18	712	736	51	3	54			35		2	

Turlock JHS													
MDF Core	1	16	16	0	0	0		Yes	12	12x LRM	0	N/A	
MDF Access	3	144	144	10	0	10		Yes	0	N/A	2	2m	
IDF1	2	72	72	2	1	3	1x T301S	Yes	2	LRM	0	N/A	
IDF2	3	120	120	6	0	6		Yes	2	LRM	0	N/A	
IDF3	2	96	120	18	0	18		Yes	2	LRM	0	N/A	
IDF4	1	24	48	7	1	8	1x T310S	No	2	LRM	0	N/A	
IDF5	2	72	72	4	0	4		Yes	2	LRM	0	N/A	
IDF6	2	72	72	4	0	4		Yes	2	LRM	0	N/A	
IDF7	1	24	48	6	0	6		No	2	LRM	0	N/A	
IDF8	2	96	96	12	0	12		Yes	2	LRM	0	N/A	
IDF9	2	96	96	6	0	6		Yes	2	LRM	0	N/A	
IDF10	1	24	24	1	0	1		No	2	LRM	0	N/A	
IDF11	1	48	48	2	0	2		No	2	LRM	0	N/A	
Totals	23	904	976	78	2	80			34		2		
eCademy Charter													
MDF Core	1	4	6	0	0	0		Yes	3	2x LRM, 1x LR	0	N/A	
MDF Access	3	144	144	6	1	7	1x T310c	Yes	0	N/A	2	1m	
IDF1	1	24	24	2	0	2		No	2	LRM	0	N/A	
IDF2	1	24	24	2	0	2		No	2	LRM	0	N/A	
Totals	6	196	198	10	1	11			7		2		
Pitman HS													
MDF Core	1	24	32	0	0	0		Yes	42	32 LRM, 10x LR	0	N/A	
MDF Access	3	144	144	2	1	3	1x T310s	Yes	0	N/A	2	2m	
IDF1	2	96	96	13	0	13		Yes	2	LRM	0	N/A	
IDF2	5	240	240	11	1	12		Yes	2	LRM	0	N/A	
IDF3	3	96	144	12	2	14	2x T310s	Yes	2	LRM	0	N/A	
IDF4	4	192	192	8	1	9		Yes	2	LRM	0	N/A	
IDF5	2	48	96	5	0	5		Yes	2	LRM	0	N/A	
IDF6	5	192	192	10	0	10		Yes	2	LRM	0	N/A	
IDF7	1	48	48	1	1	2	1x T301s	No	2	LRM	0	N/A	
IDF8	1	24	48	2	0	2		No	2	LRM	0	N/A	
IDF9	1	48	48	3	0	3		No	2	LRM	0	N/A	
IDF10	1	48	48	4	1	5	1x T301s	No	2	LRM	0	N/A	
IDF11	1	48	48	4	0	4		No	2	LRM	0	N/A	
IDF12	2	96	96	4	0	4		Yes	2	LRM	0	N/A	
IDF13	2	96	96	4	0	4		Yes	2	LRM	0	N/A	
IDF14	1	24	24	1	0	1		No	2	LR	0	N/A	
IDF15	2	96	96	4	0	4		Yes	2	LR	0	N/A	
IDF16	2	96	96	4	0	4		Yes	2	LR	0	N/A	
IDF17	2	96	96	4	0	4		Yes	2	LR	0	N/A	
IDF18	2	96	72	2	1	3	1x T301s	Yes	2	LRM	0	N/A	
IDF19	1	24	24	1	0	1		No	2	LRM	0	N/A	
IDF20	1	48	48	6	0	6		No	2	LR	0	N/A	
Totals	45	1920	2024	105	8	113			82		2		

Roselawn HS												
MDF Core	1	16	8	0	0	0		Yes	4	3x LRM, 1x EX	0	N/A
MDF Access	2	72	72	2	0	2		Yes	0	N/A	2	1m
IDF1	2	72	72	2	1	3	1x t310c	Yes	2	LRM	0	N/A
IDF2	2	72	72	2	0	2		Yes	2	LRM	0	N/A
IDF3	2	48	72	1	2	3	1x t310s, 1xt310n	Yes	2	LRM	0	N/A
Totals	9	280	296	7	3	10			10		2	
Turlock HS												
MDF Core	1	32	37	0	0	0		Yes	56	34 LRM, 22x LR	0	N/A
MDF Access	3	144	144	4	0	4		Yes	0	N/A	2	2m
IDF1	3	120	120	10	0	10		Yes	2	LRM	0	N/A
IDF2	1	48	48	4	0	4		No	2	LRM	0	N/A
IDF3	2	72	72	11	0	11		Yes	2	LRM	0	N/A
IDF4	1	48	48	6	0	6		No	2	LRM	0	N/A
IDF5	2	72	72	4	0	4		No	4	LR	0	N/A
IDF6	2	48	72	7	0	7		Yes	2	LRM	0	N/A
IDF7	2	48	72	12	0	12		Yes	2	LR	0	N/A
IDF8	1	24	48	6	0	6		No	2	LR	0	N/A
IDF9	2	72	72	8	0	8		Yes	2	LRM	0	N/A
IDF10	1	48	48	3	1	4	1x T301s	No	2	LRM	0	N/A
IDF11	2	96	96	6	0	6		Yes	2	LR	0	N/A
IDF12	2	96	96	4	0	4		Yes	2	LRM	0	N/A
IDF13	2	72	72	2	0	2		Yes	2	LRM	0	N/A
IDF14	2	72	72	1	0	1		Yes	2	LR	0	N/A
IDF15	2	72	72	2	0	2		Yes	2	LRM	0	N/A
IDF16	1	48	48	5		5		No	2	LRM	0	N/A
IDF17	2	96	96	6	0	6		Yes	2	LR	0	N/A
IDF18	2	96	96	6	0	6		Yes	2	LRM	0	N/A
IDF19	2	96	96	6	0	6		Yes	2	LRM	0	N/A
IDF20	1	24	48	3	0	3		Yes	2	LR	0	N/A
IDF21	1	24	48	3	0	3		No	2	LRM	0	N/A
IDF22	3	72	72	4	2	6	2x T301s	No	4	LR	0	N/A
IDF23	1	48	48	2	0	2		No	2	LRM	0	N/A
IDF24	2	96	96	10	0	10		Yes	2	LR	0	N/A
IDF25	2	48	72	9	1	10	1x T301s	Yes	2	LRM	0	N/A
Totals	48	1832	1981	144	4	148			110		2	
Child Nutrition												
MDF Core	1	4	2	0	0	0		No	1	1x Unknown SFP	0	N/A
MDF Access	1	48	48	2	0	2		No	0	N/A	0	N/A
Totals	2	52	50	2	0	2			1		0	
Special Ed												
MDF Core	1	4	4	0	0	0		Yes	2	1x LRM, 1x CX	0	N/A
MDF Access	2	96	72	2	0	2		Yes	0	N/A	0	N/A
IDF1	1	24	24	1	0	1		No	2	2x LRM	0	N/A
Totals	4	124	100	3	0	3			4		0	
District Office												
District Core	2	0	32	0	0	0		Yes	18	4x LRM, 12x SR	0	N/A
MDF Core	2	24	24	0	0	0		Yes	10	2x LR, 8x LRM	6	4x 3m, 2x 5m
District Access	4	0	192	0	0	0		Yes	0	N/A	4	2x 2m, 2x 5m
MDF Access	6	192	216	8	0	8		Yes	0	N/A	0	See MDF Core
IDF1	2	96	96	4	0	4		Yes	2	2x LRM	0	N/A
IDF2	2	96	96	4	0	4		Yes	2	2x LRM	0	N/A
IDF3	2	96	96	5	0	5		Yes	2	2x LRM	0	N/A
IDF4	1	48	48	1	0	1		No	2	2x LR	0	N/A
IDF5	2	48	72	7	0	7		Yes	2	2x LRM	0	N/A
Totals	23	600	872	29	0	29			38		10	

Operations Center												
MDF Core	1	4	4	0	0	0		Yes	3	3x LRM	0	N/A
MDF Access	4	192	192	5	0	5		Yes	0	N/A	2	2m
IDF1	1	48	48	0	0	0		No	2	2x LRM	0	N/A
Totals	6	244	244	5	0	5			5		2	
Transportation												
MDF Core	1	4	4	0	0	0		No	3	3x LRM	0	N/A
MDF Access	1	48	48	2	1	3		No	0	N/A	2	1m
IDF1	1	24	24	2	1	3		No	2	2x LRM	0	N/A
Totals	3	76	76	4	2	6			5		2	
Farm												
MDF Core	1	0	2	0	0	0		No	1	1x LRM	0	N/A
MDF Access	1	0	48	1	4	5		No	0	N/A	2	1m
Totals	2	0	50	1	4	5			1		2	

Attachment C: Summary: Cost, before discounts, for Network Infrastructure Upgrades

Part 1: Complete the matrix for equipment costs for each site/department.

LOCATION	Equipment Description	Manufacturer/Part Number	Price per unit	Quantity	Total Price
District Office					
Brown Elementary					
Crowell Elementary					
Cunningham Elementary					
Dennis Earl Elementary					
Dutcher Middle School					
eCademy Charter at Crane					
John H. Pitman High School					
Julien Elementary					
Sandra Tovar Medeiros Elementary					
Turlock High School					
Wakefield Elementary					
Walnut Elementary					
TUSD Maintenance and Operations Center					
TUSD Transportation Department					
Roselawn High School					

Part 2: Include all labor costs for installation of proposed equipment

Attachment D:

**Request for Proposal Number RFP for Contract for E-rate
NETWORK INFRASTRUCTURE UPGRADES**

SCHEDULE OF EVENTS

Release FCC Form 470 and Issue Request for Proposals	12/15/2021
Mandatory Pre-Bid Walkthrough	1/3/2022
Deadline for written questions regarding RFP	1/31/2022
Request for Proposals Response Due Date	2/7/2022
RFP Opening	2/8/2022
Vendor Interviews (if necessary, by invitation)	2/15/2022
Notification and Recommendation to Board of Education	3/1/2022
Award of Contract	3/2/2022

*Note: dates are approximate, and may be subject to change due to delays or other unforeseen circumstances. The District will make every effort to maintain the above schedule to the best of its ability.

Attachment E:

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 number of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be

removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

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

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

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

The complete text can be found at the following URL:


<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or*

after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification, and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance, and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept, and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____