

Napa Valley Unified School District

REQUEST FOR PROPOSALS for procurement of Wide Area Network services pursuant to Public Contract Code section 20118.2

RFP No. T25-002

2025-2026 E-rate WAN

Proposal Deadline: January 15, 2025

Time: 3:01 p.m.

**Place: 2425 Jefferson St
Napa, CA 94558**

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INVITATION FOR PROPOSALS

RFP No. T25-002

The Board of Education of the Napa Valley Unified School District invites and will receive sealed proposals on or before 3:01p.m., on January 15, 2025, for **RFP NO. T25-002** for the award of a contract for Wide Area Network services pursuant to Public Contract Code section 20118.2, which allows the District to receive proposals and use competitive negotiation to select a proposal that meets the evaluation standards and will be most advantageous to the District considering all factors. Proposals must be submitted to the Division of Facilities, Planning, and Management of the Napa Valley Unified School District, 2425 Jefferson St, Napa, CA 94558.

Proposals must be accompanied by a proposal bond, cashier's check, or certified check for TEN PERCENT (10%) of the amount of the proposal. The bond or check shall be made payable to the Napa Valley Unified School District and shall be given as a guarantee that the proposer will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the proposer refuses or neglects to enter into a contract on the terms of the accepted proposal within ten (10) days after proposer's notification of District's acceptance of the proposal. Proposer may not withdraw its proposal for a period of ninety (90) days after the date set for submittal of proposals.

Proposals shall be made on forms prepared by the Napa Valley Unified School District. The Request for Proposal, which includes the proposal forms and specifications, may be obtained from Jordan Michels, Chief Technology Officer, phone (707) 253-3829. The Request for Proposal will also be posted on the Universal Service Administrative Co.'s E-Rate Productivity Center portal website.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities which may be legally waived.

Advertised (per Public Contract Code §20118.2(d)(2)):

Dates: (1) December 18, 2024; and (2) December 31, 2024

NAPA VALLEY UNIFIED SCHOOL DISTRICT

SPECIFICATIONS

RFP No. T25-002

Napa Valley Unified School District (“District”) is seeking proposals for the provision of Wide Area Network services.

QUESTIONS CONCERNING PROPOSAL

This document contains instructions and requirements, including the format in which responding proposals must be submitted. Proposers are urged to carefully read all sections of this Request for Proposals (“RFP”) to ensure that the scope of required items and responsibilities are fully understood.

Any questions, interpretations or clarifications, either administrative or technical, about this proposal must be requested in writing. All written questions will be answered in writing and conveyed to all proposers on the District’s website and the USAC’s EPC portal website. In the event of a conflict between the information posted on the District’s website and the USAC’s EPC portal website, the information posted on the District’s website shall control. Oral statements concerning the meaning or intent of the contents of this proposal by any person are unauthorized and invalid. All questions (technical, programmatic, or process) must be directed to:

Jordan Michels, Chief Technology Officer, Napa Valley Unified School District, 2425 Jefferson St, Napa, CA 94558, telephone: (707) 253-3829, e-mail: jmichels@nvusd.org.

SCHEDULE

Proposals Due: January 15, 2025, on or before 3:01 p.m.

Anticipated Date of Board’s Award of Contract: February 13, 2025

SERVICES RENDERED, AND DEADLINE

This proposal is for the provision of Wide Area Network Services (“Services”) to the Napa Valley Unified School District (also referred to hereinafter in this document as the “District”) in accordance with the documents in this RFP for this contract, including but not limited to the Invitation for Proposals, Service Specifications, Proposal Form, Agreement Form, Instructions to Proposers, E-Rate Supplemental Terms & Conditions and addenda.

The Board’s award of the contract is anticipated on February 13, 2025, with a Notice of Award of Contract anticipated to be issued on or about February 20, 2025.

The successful proposer (“Vendor”) shall commence the Services by July 1, 2025.

The Services are more particularly described, in the “Proposal Form” document, included in this RFP.

PROPOSAL REQUIREMENTS, AND SELECTION PROCEDURES

On December 12, 2024, the District’s governing board approved Resolution No. 25-13 that made a finding that procurement of the Services qualifies under Public Contract Code (“PCC”) section 20118.2(b), and authorized the procurement of the Services through competitive negotiation for a contract (“Contract”) as described in PCC section 20118.2(d).

In addition to advertising pursuant to PCC section 20118.2(d)(2), the District will submit the RFP to an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirement of procurement of the Services.

The District will make every effort to generate the maximum feasible number of proposals from qualified sources, including but not limited to the following procedures:

- Advertising on the USAC’s EPC portal website.
- Advertising on the District website.
- Communication with potential service providers.

If only one proposal is submitted by the deadline, the District shall make a finding that it made every effort to generate the maximum feasible number of proposals before proceeding to negotiate with the sole proposal.

A proposal shall provide comprehensive information meeting all of the following requirements, otherwise it will be rejected:

- Completion of Proposal Form attached hereto.
- References
- Responses to “Proposal Response Items” attached to the Proposal Form. Responses to these items will be used to evaluate the proposals pursuant to the factors listed below.
- Transition Plan.
- Confirmation of the ability to comply with the WAN requirements set forth in Exhibit A to the General Services Agreement included with this RFP. Failure to meet all WAN requirements shall result in the District’s automatic rejection of the proposal.
- Financial information described in the instructions to proposers.

The proposals should submit comprehensive information addressing the following significant evaluation factors (the relative importance of each factor is indicated as a percentage):

- Price of E-Rate eligible products and/or services = 25%
- Design and Technical Bid Submittal = 15%
- Ability to deliver Services at start of funding year = 15%
- Experience with District = 15%
- Cost of ineligible products and/or services = 10%

- Service Level = 10%
- Vendor references = 10%

Award shall be made to the qualified proposer whose proposal meets the evaluation standards and will be the most advantageous to the District with price and all other factors considered. The District shall use the following procedures for the technical evaluation and overall selection for the award of the Contract:

- All proposals timely submitted will be reviewed by District staff.
- All proposals will be evaluated according to the evaluation factors and percentages listed above, the ability to comply with the WAN requirements set forth in Exhibit A to the General Services Agreement attached to this RFP, and the written proposal responses.
- District staff will then formulate a recommendation to the Board.

If award is not made to the proposer whose proposal contains the lowest price, the District shall make a finding setting forth the basis for the award.

The District, at its discretion, may reject all proposals.

ALLOCATIONS

Vendor shall not be liable for delays in the Service as the result of earthquake, storm, wind, fire, flood or other acts of God or by reason of strike, picketing, primary or secondary boycott, lockout, slowdown, interception of cargo or other labor difficulty or unrest, rendering it difficult, impossible or impracticable to deliver the same or by reason of other causes beyond the control of the Vendor.

INVOICING AND DELIVERY RECEIPT REQUIREMENTS

Upon satisfactory and timely performance of the Services, Vendor shall invoice for the Services, and District shall pay the invoice within sixty (60) calendar days.

VENDOR'S RESPONSIBILITY

The Vendor shall perform the Services in a safe and professional manner. Vendor shall have adequate equipment for the performance of Services on the proposed contract. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property during delivery.

Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, Vendor must have an alternative plan to provide equivalent level of service.

MODIFICATION OF CONTRACT

Sites for the performance of Services may be changed, deleted or added as deemed necessary by the District. The District will inform the Vendor of the changes by telephone call followed up with a written notice.

Any contract resulting from this proposal may be modified in whole or in part upon mutual agreement of both parties. To be valid and enforceable, such modification shall be in writing, signed and dated by Vendor, and approved by the District's governing board.

CONTRACT TERM

NVUSD will be seeking a contract length of three (3) years with the option of extending the contract with two (2) – one (1) year term contracts. Funding for this project will be Category 1 E-rate Funding at the District discount rate (approximately 80%). Any installation costs associated with the service delivery must be amortized over initial term and is to be included within the monthly service cost. Contract must provide cancellation of services without financial penalties if a school is closed. District may cancel services to a school without penalties after a 30-day notice to vendor.

INSTRUCTIONS TO PROPOSERS

1. All proposals must be typed or written in ink. Corrections before submission may be made but must be initialed in ink by the person signing the proposal. No oral or telegraphic modification will be considered. Proposals cannot be changed after they have been received.
2. All proposals must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Proposals may be taken apart to fill in required blanks but must be reattached in order of page number.
3. The successful proposer ("Vendor") must be licensed or incorporated to do business in the State of California.
4. The proposal must present comprehensive information to meet the requirements and evaluation standards identified in the RFP, including but not limited to those identified in the Service Specifications above. If the proposal fails to provide any required information, the proposal will be rejected.
5. Prices should be stated in the units specified and proposers should quote each item separately. In the event of a conflict between the total proposal price in the Proposal Form and any other document submitted by the proposer, the Proposal Form shall control.
6. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the District by the Vendor. All costs shall be included in the proposal.
7. Vendor shall include all state and local sales and use taxes in its total proposal price in the Proposal Form.
8. Any discount which the proposer desires to provide the District must be included in the total proposal price stated on the Proposal Form. Offers of discounts or additional services not included in the proposal price on the Proposal Form will not be considered by the District in the determination of the most advantageous proposal.
9. As a service provider to the District, the Vendor must not discriminate in its employment with regard to age, race, sex, religion, creed, or national origin, and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
10. The Vendor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
11. The Vendor shall, at its own expense, procure and maintain general liability and casualty insurance in the amount of \$2,000,000, general aggregate, Excess Liability \$1,000,000,

Automobile Liability combined single limit \$\$1,000,000, and Worker's Compensation as required by Labor Code section 3200, et seq in the name of the District to adequately protect itself and the District against damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by Vendor or by anyone directly or indirectly employed by Vendor.

12. The contract between Vendor and District shall be interpreted according to the laws of the State of California.

13. The proposal and any contract entered into are subject to all applicable statutes, regulations, and orders of the federal, state, or District governments now in effect or which shall be in effect during the period of such contract.

14. All proposals must be submitted on the Proposal Form and must be accompanied by the following completed and executed documents: Proposal Cover Sheet, the required proposal security (such as the Proposal Bond), E-Rate Supplemental Terms & Conditions, Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Worker's Compensation Certificate, Drug Free Workplace Certification, Local Business Participation Form, Proposal Response Items, and Request for References.

15. The Agreement between District and Vendor shall be signed by the successful proposer in as many originals as the District deems necessary and returned within ten (10) days after award of the Contract or before delivery of the Items, whichever is earlier. With the signed Agreement, Vendor shall also return (a) the required additional insured and other endorsements, and (b) a Certification of Lack of Felony Convictions (see Exhibit B of the Fingerprinting Notice and Acknowledgment). If the successful proposer does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful proposer and award the Contract to the next lowest proposer, or may otherwise proceed as allowed by law.

16. The District reserves the right to accept or reject any and all proposals, or award on the basis of the total proposal, or to waive any informalities and irregularities in this proposal. The most advantageous proposal shall be determined by evaluation standards with the price and all other factors considered.

17. The proposal must be submitted on the Proposal Form provided by the District. All items on the Proposal Form must be filled out. The completed form should be without interlineations, alterations, or erasures.

18. The proposal must be in a sealed envelope that is clearly marked "RFP#T25-002 PROPOSAL - 2025-2026 E-rate WAN" on the outside. The proposal is to be mailed or delivered to Jordan Michels, Chief Technology Officer, NAPA VALLEY UNIFIED SCHOOL DISTRICT, 2425 Jefferson St, Napa, CA 94558, not later than January 15, 2025, at 3:01 p.m. The District reserves the right to open proposals at that time or at a later time.

19. Proposals must be in complete compliance with the District's RFP documents including but not limited to the Invitation for Proposals, Service Specifications, Proposal Form, Agreement

Form, and Instructions to Proposers, and will be subject to inspection, interpretation, and approval by the District.

20. The proposal should be verified before submission, as proposals cannot be withdrawn after the proposal deadline. No proposal can be corrected or altered or signed after the proposal deadline.

21. Proposals may be withdrawn or revised in writing before the proposal deadline.

22. The Contract will be awarded to the most advantageous proposal as determined by the evaluation standards with the price and all other factors considered.

23. All exceptions which are taken in response to this Contract must be stated clearly. The stating of exceptions, or the providing of false, incomplete or unresponsive statements in the proposal, may result in the disqualification of the proposal. Allowance of exceptions will be determined by the District's governing board, whose decisions shall be final. Any proposal exceptions or additional conditions requested after proposal closure, which are not detailed within the proposal response, shall not be considered. No oral or telephonic modification of any proposal submitted will be considered. A proposal response to any specific item of this proposal with terms such as "negotiable," "will negotiate," or similar, will be considered as non-compliance with that specific term.

24. Any addenda issued during the time of proposing shall form a part of the RFP issued for the preparation of their proposals and shall constitute a part of the contract documents.

25. Proposals must be accompanied with security in the form of a certified cashier's check or proposer's bond for an amount not less than ten percent (10%) of the amount of the base proposal. The check or proposal bond shall be made payable to the order of the Napa Valley Unified School District. If the proposal bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District and shall use the Proposal Bond form in the RFP. Failure to provide security or security in the proper amount will result in rejection of the proposal.

26. In describing any item, the identification of a particular manufacturer or special brand does not restrict proposals to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Proposers may furnish a material, product, thing or service of equal or better quality or utility. **HOWEVER, PROPOSER MAY ONLY DO SO IF PROPOSER REQUESTS SUCH SUBSTITUTION AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE PROPOSAL SUBMITTAL DEADLINE. THE MAKE AND GRADE OF THE PROPOSED SUBSTITUTE ITEM MUST BE STATED IN THE PROPOSAL, AND ALL ILLUSTRATIONS, CATALOG, AND NECESSARY INFORMATION MUST BE INCLUDED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE ITEM. UPON REQUEST, VENDOR SHALL SUBMIT TO DISTRICT, AT NO CHARGE, A SAMPLE OF THE ITEM IT WISHES TO SUBSTITUTE.** If the District approves the substitution of an equal or better item, the District shall issue an addendum to the RFP to allow all proposers to use that item. The District

encourages alternate brands to be requested. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of at least comparable quality or utility to the brand name specified. If the District does not amend the RFP to allow substitution of a requested item, then no proposer may so substitute.

27. The proposer must hold harmless and fully indemnify the District, its governing board, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the proposer's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this proposal.

28. In the event of any conflict or ambiguity between the RFP and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

29. If the Vendor breaches the contract, the District may procure the Services from other sources and may recover damages from Vendor as allowed by law and contract, including but not limited to the loss occasioned thereby from any unpaid balance due the proposer. When procuring from another source, the prices paid by the District shall be considered the prevailing market prices at the time such procurement is made.

30. In the event of litigation, the RFP, Contract Documents, and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Napa County.

31. Time is of the essence for the contract.

32. It is the responsibility of a potential proposer who gains access to RFP specifications through the internet, to contact the District and provide its company name, address, telephone and fax number, so that the District can notify it of any specification changes through addendum.

33. All bidders submitting proposals must demonstrate the ability to participate in the E-rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to NVUSD's satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Napa County area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

**Napa Valley Unified School District
Contract for Purchase of E-Rate WAN Services
RFP No. T25-002**

Proposal Form

Dear Members of The Board of Trustees of the Napa Valley Unified School District:

The undersigned, either a sole proprietor doing business as _____
or representing the partnership or corporation of _____,
having carefully examined the Invitation for Proposals, the Instructions to Proposers, the
Agreement, the Specifications, the Proposal Form, and all of the RFP documents for the
proposed District procurement, hereby proposes to fully and satisfactorily perform the Contract
in compliance with all terms therein, including all of its component parts and taxes, as follows:

<u>DISTRICT LOCATIONS</u>	<u>10 GB TOTAL PROPOSED PRICES</u> <i>[includes all costs for item, except taxes]</i>	<u>Future Capability: 20 GB TOTAL PROPOSED PRICES</u> <i>[includes all costs for item, except taxes]</i>
Napa Valley Tech Center NOC, 1610 Lincoln Ave., Napa, CA	\$	\$
Alta Heights ES, 15 Montecito Blvd., Napa, CA	\$	\$
Bel Aire ES, 3580 Beckworth Drive, Napa, CA	\$	\$
Browns Valley ES, 1001 Buhman Ave., Napa, CA	\$	\$
Canyon Oaks ES, 475 Silver Oak Trail, American Canyon, CA	\$	\$
Donaldson Way ES, 430 Donaldson Way, American Canyon, CA	\$	\$
McPherson ES, 2670 Yajome Street, Napa, CA	\$	\$
Napa Junction ES, 500 Eucalyptus Dr, American Canyon, CA		\$
Napa Valley Language Academy, 2700 Kilburn Ave., Napa, CA	\$	\$
Northwood ES, 2214 Berks Street, Napa, CA	\$	\$
Phillips ES, 1210 Shetler Ave., Napa, CA	\$	\$
Pueblo Vista ES, 1600 Barbara Road, Napa, CA	\$	\$
Shearer ES, 1590 Elm Street, Napa, CA	\$	\$
Snow ES, 1130 Foster Road, Napa, CA	\$	\$
Stone Bridge ES, 1019 2nd Ave, Napa, CA	\$	\$
Vichy ES, 3261 Vichy Ave., Napa, CA	\$	\$

West Park ES, 2315 West Park Ave., Napa, CA	\$	\$
Willow ES, 1480 El Centro Ave., Napa, CA	\$	\$
American Canyon MS, 300 Benton Way, American Canyon, CA	\$	\$
Harvest MS, 2449 Old Sonoma Road, Napa, CA	\$	\$
Redwood MS, 3600 Oxford Street, Napa, CA	\$	\$
Silverado MS, 1133 Coombsville Road, Napa, CA	\$	\$
American Canyon HS, 3000 Newell Drive, American Canyon, CA	\$	\$
New Technology HS, 920 Yount Street, Napa, CA	\$	\$
Valley Oak HS, 1600 Myrtle Street, Napa, CA	\$	\$
Vintage HS, 1375 Trower Ave., Napa, CA	\$	\$
Independent Studies MS/HS, 1340 Menlo Ave., Napa, CA	\$	\$
Unidos MS, 1850 Salvador Ave., Napa, CA	\$	\$
Subtotal of Above Prices	\$	\$
Taxes	\$	\$
Total Proposal	\$	\$

Proposer must complete the last column in the above table **and** complete the following:

1. The total proposal for 10 GB/second services is _____
[insert words] Dollars and _____ [insert numerals] /100.
2. The total proposal for 20 GB/second services is _____
[insert words] Dollars and _____ [insert numerals] /100.

Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands. These possible bandwidth improvements are included in the column labeled Future Capability.

The undersigned understands that the services requested in this RFP is for 10 GB/second. However, the District is additionally requesting proposal prices for 20 GB/second in the event the District and the undersigned agree to a separate contract for 20 GB/second services.

These proposal prices will not be revoked for ninety (90) calendar days after the proposal submittal deadline. Award of the Contract will be based on the evaluation standards and the most advantageous proposal with price and all other factors considered.

Authority of the individual(s) signing the Proposal Form to bind the proposing partnership or corporation must be attached.

REQUEST FOR REFERENCES

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

1. _____ Name of Reference	_____ Contact Person
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Address	Phone/Fax
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Contract Period

Scope of Work

2. _____ Name of Reference	_____ Contact Person
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Address	Phone/Fax
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Contract Period

Scope of Work

3. _____ Name of Reference	_____ Contact Person
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Address	Phone/Fax
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Contract Period

Scope of Work

PROPOSAL RESPONSE ITEMS
(to be submitted with Proposal)

1. How large is your current client base?
2. Would we have an account team assigned to the District?
3. Describe the members of the team and each person's responsibilities.
4. How many customers does this account team handle?
5. Would the account team be local?
6. Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
7. What is your escalation path to resolve priority outages?
8. For routine orders and changes, whom do we contact?
9. Do you have your own service staff? If so, how many local technicians do you have?
10. What is the location of the service staff?
11. What hours are the technicians available?
12. What is the space requirement for your installed equipment at the various District sites, including the District Office?
13. The vendor must provide easy access to help desk and repair services. Please provide a clear process for NVUSD to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.
14. Can you guarantee network availability of at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events?
15. Is your company able to provide, at no additional charge, immediate notification to an NVUSD network department representative of any and all telecommunications services outages or anomalies which affect the use of the service to NVUSD?
16. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?
17. NVUSD requires the ability to add/relocate/remove sites by contract amendment based on District needs. Please indicate that all contract amendments will be concurrent with existing term of the contract.

18. Please confirm (yes/no) that your company is fully capable of complying with the WAN requirements set forth in Exhibit A to the General Services Agreement included with this RFP.

REQUEST FOR TRANSITION PLAN

NVUSD requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the NVUSD transition team. The transition plan is to outline the expectations the supplier team would have of NVUSD and the information or task NVUSD is to provide the supplier and the date any information or task would be required.

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

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

INDIVIDUAL:

_____ [signature]
_____ [Name]
Date: _____, 20__

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ [signature]
_____ [Name]
General Partner
_____ [Partnership Name]
Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

_____ [signature]
_____ [Name]
_____ [Chairman, Pres., or Vice-Pres.]
_____ [Corporation Name]
Date: _____, 20__

_____ [signature]
_____ [Name]
_____ [Secretary, Asst. Secretary, CFO, or Asst. Treasurer]
_____ [Corporation Name]
Date: _____, 20__

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Napa Valley Unified School District ("District") in the sum of _____ Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain proposal that includes a lump sum contract price, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of WAN Internet services in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said proposal shall be rejected, or, in the alternative;
- b. If said proposal shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said proposal;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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 request for proposals, or to the Work to be performed hereunder, 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 request for proposals, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

(Principal)

(Business Address)

Surety)

_____ (Corporate

Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

**NAPA VALLEY SCHOOL DISTRICT
2425 Jefferson St
Napa, CA 94558**

PROPOSALS MUST BE SEALED AND SUBMITTED TO:

**FRONT DESK
2425 Jefferson St
Napa, CA 94558**

**THIS COVER SHEET MUST BE ATTACHED TO
THE FRONT OF YOUR PROPOSAL ENVELOPE**

Proposal for: E-Rate WAN Services

RFP No.: T25-002

Proposer: _____
Please print full (Company Name, Address)

Please provide both: (Phone, Fax)

Proposals are due: 3:01 p.m. Wednesday, January 15, 2025
(Proposal will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

NAPA VALLEY UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement ("Agreement") is made and entered into effective _____, 20__ (the "Effective Date"), by and between the Napa Valley Unified School District ("District") and _____ ("Contractor" and together with District, the "Parties").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services"): _____ (as further described in *Exhibit A* to this Agreement). Contractor shall provide services other than Basic Services (i.e., "Additional Services") if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). "Services" shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type of consultant specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on _____, 20__, and shall end on _____, 20__ ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. The District shall have the option to extend the Contract for up to two (2) one-year extensions. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's

insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, based on the hourly rates listed in *Exhibit B*, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the

information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____ . [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. Confidential Information. All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. Assignment/Successors and Assigns. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement

without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Napa, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project.

Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to the E-Rate Supplemental Terms and Conditions, disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on this project without first obtaining the written approval of the District.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals

shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor _____ a resident of the State of California. If Contractor qualifies for a tax withholding, Contractor shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

40. **E-Rate Supplemental Terms & Conditions.** Contractor agrees to comply with the E-Rate Supplemental Terms & Conditions, attached hereto as ***Exhibit E***. In the event of a conflict between the terms of this Agreement and the E-Rate Supplemental Terms & Conditions, the E-Rate Supplemental Terms & Conditions shall control.

41. **Non-Performance.** Contractor shall apply a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within the District, when such faults, outages, or anomalies are due to the oversight, neglect, or unreliability of Contractor's services.

* * * * *

[Signatures on the following page]

DISTRICT:

**NAPA VALLEY UNIFIED SCHOOL
DISTRICT**

CONTRACTOR:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for District Notices:

Address for Contractor Notices:

EXHIBIT A

Scope of Services

REQUESTED SERVICES AND DISTRICT TOPOGRAPHY

NAPA VALLEY UNIFIED SCHOOL DISTRICT (“NVUSD”) is soliciting proposals for private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network. NVUSD currently has a WAN with twenty nine (29)* school sites and facilities connected through a AT&T ASE Metro-E (metropolitan-area Ethernet) network. The requested WAN services will terminate at District’s data center located at 1610 Lincoln Avenue, Napa, CA 94558 and provide connectivity for all NVUSD school sites and facilities. A list of these sites, street addresses and required Committed Information Rates (“CIR”) appear in “**Appendix 1**” of this Scope of Services.

*NVUSD will be closing 1 Middle School site in the near future, bringing the total number of sites requiring services to 28 sites.

This project may be contingent upon approved project funding from the federal E-rate program (Schools and Libraries Division, or “SLD”). NVUSD may or may not undertake this project at its sole discretion. In addition, NVUSD 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.

Vendors will bid only eligible products and services as described in the following links;

1. To view the USACs overall eligibility requirements for all Categories of Services please use this link: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

WAN REQUIREMENTS

The services requested will include upgrades to our existing WAN CIR’s. Service must be capable of delivering a minimum (CIR) of 10Gbits/second or 10Gbits/second (“Gbps”) using Layer 2 Ethernet protocol over fiber to each site.

- a. The District Data Center located at 1610 Lincoln Avenue, Napa, CA 94558 is to serve as the termination point for the network. At present, 28 NVUSD sites are connected via 10Gbits/second. District Data Center located at 1610 Lincoln Avenue are connected via 10 Gbits link. With this RFP, NVUSD intends to maintain or increase current aggregate bandwidth to sites (See “Appendix 1” for details). The assignment of schools to particular network segments for bundling is at the discretion of the service provider.
- b. All twenty eight (28) NVUSD school sites and facilities shall have a minimum data connection CIR of 10 Gbps full-duplex.
- c. NVUSD desires the ability to vary bandwidth in the future to meet demand.

- d. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each school directly to the District Data Center on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have 28 individual circuits terminating directly at the District Data Center.
- e. The service handoff at each site will be single mode fiber, as appropriate for the site, delivered to each site's Main Distribution Facility ("MDF"). The handoff must use standards-compliant single-mode fiber as applicable.
- f. The service hand-off at all sites shall terminate on a fiber connection compatible with LC-style GBIC connectors. The precise site location of the MPOE or DEMARC, or "handoff point" shall be determined by NVUSD Network and Engineering staff at the sites listed in **Appendix "1"** of this RFP.
- h. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other "partitioning" scheme.
- i. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. Network outage resolution should be coordinated with NVUSD technical staff.
- j. The vendor must provide easy access to help desk and repair services. The vendor will provide critical alerts to NVUSD Technical Contacts via email, and notification of service outages via telephone to NVUSD Technical Contacts along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.
- k. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS ("Quality of Service") tags implemented by NVUSD between endpoints.
- l. All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptable power supply ("UPS"). Currently NVUSD's MDF's have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.
- m. The network must be fully operational July 1, 2025. The term "fully operational" is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint. The service within the scope of this contract is currently provided by AT&T. The winning bidder will need to coordinate with the incumbent provider for a transition plan so that services can start on July 1, 2025. Installation of services may commence prior to the start of service but may not be billed until the services have started.

Winning vendor(s) will NOT submit any billing or perform any work BEFORE July 1, 2025, and not without the prior written acceptance of NVUSD

Appendix 1: List of NAPA VALLEY UNIFIED SCHOOL DISTRICT Sites

Vendors are to quote the bandwidth indicated below:

School	Street Address	Required CIR	Future Capability
Napa Valley Tech Center NOC	1610 Lincoln Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Alta Heights ES	15 Montecito Blvd., Napa, CA	10 Gbits/second	20 Gbits/second
Bel Aire ES	3580 Beckworth Drive, Napa, CA	10 Gbits/second	20 Gbits/second
Browns Valley ES	1001 Buhman Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Canyon Oaks ES	475 Silver Oak Trail, American Canyon, CA	10 Gbits/second	20 Gbits/second
Donaldson Way ES	430 Donaldson Way, American Canyon, CA	10 Gbits/second	20 Gbits/second
McPherson ES	2670 Yajome Street, Napa, CA	10 Gbits/second	20 Gbits/second
Napa Junction ES	500 Eucalyptus Dr, American Canyon, CA	10 Gbits/second	20 Gbits/second
Napa Valley Language Academy	2700 Kilburn Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Northwood ES	2214 Berks Street, Napa, CA	10 Gbits/second	20 Gbits/second
Phillips ES	1210 Shetler Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Pueblo Vista ES	1600 Barbara Road, Napa, CA	10 Gbits/second	20 Gbits/second
Shearer ES	1590 Elm Street, Napa, CA	10 Gbits/second	20 Gbits/second
Snow ES	1130 Foster Road, Napa, CA	10 Gbits/second	20 Gbits/second
Stone Bridge ES	1019 2nd Ave, Napa, CA	10 Gbits/second	20 Gbits/second
Vichy ES	3261 Vichy Ave., Napa, CA	10 Gbits/second	20 Gbits/second
West Park ES	2315 West Park Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Willow ES	1480 El Centro Ave., Napa, CA	10 Gbits/second	20 Gbits/second
American Canyon MS	300 Benton Way, American Canyon, CA	10 Gbits/second	20 Gbits/second
Harvest MS	2449 Old Sonoma Road, Napa, CA	10 Gbits/second	20 Gbits/second
Redwood MS	3600 Oxford Street, Napa, CA	10 Gbits/second	20 Gbits/second
Silverado MS	1133 Coombsville Road, Napa, CA	10 Gbits/second	20 Gbits/second
American Canyon HS	3000 Newell Drive, American Canyon, CA	10 Gbits/second	20 Gbits/second

New Technology HS	920 Yount Street, Napa, CA	10 Gbits/second	20 Gbits/second
Valley Oak HS	1600 Myrtle Street, Napa, CA	10 Gbits/second	20 Gbits/second
Vintage HS	1375 Trower Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Independent Studies MS/HS	1340 Menlo Ave., Napa, CA	10 Gbits/second	20 Gbits/second
Unidos MS	1850 Salvador Ave., Napa, CA	10 Gbits/second	20 Gbits/second

EXHIBIT B

Hourly Rates

EXHIBIT C

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____
[insert name of business entity] , have read the foregoing and agree that _____
_____ *[insert name of business entity]* will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense,

which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

EXHIBIT D

Designation of Key Personnel

EXHIBIT E

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) 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 Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of the discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant 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 Applicant.

2) SERVICE PROVIDER REQUIREMENTS

The Applicant 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 rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). 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 Registration Number (“FRN”) at the time the Proposal 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 proposal is submitted. Any potential Service Provider 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 termination of the Agreement 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 and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2025.

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 Agreement 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 USAC guidelines.

h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe 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 Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC:

<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

k. Service 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/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal 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). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. 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/>.

e. 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 Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). 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/ Category 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 are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of the 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.*
- *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 Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or 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 FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. 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 Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider 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 AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant'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 Applicant shall not enter into a separate Agreement for said goods or services. Service Providers 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: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert proposer’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to selfinsure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake selfinsurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(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 the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

The DrugFree Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drugfree workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drugfree workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drugfree awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drugfree workplace;
- (3) The availability of drug counseling, rehabilitation and employee assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drugfree awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the DrugFree Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Date

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