

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY

RFP NUMBER 2018-4

**REQUEST FOR PROPOSAL FOR
DISTRICTWIDE FIBER OPTIC
WIDE AREA NETWORK (WAN)
SERVICES**

IMPORTANT: Read all conditions and Instructions carefully.

Proposals must be submitted to:

Purchasing Department

Jody Johancsik

17200 Pinehurst Lane

Huntington Beach, CA 92647

by:

Thursday, January 10, 2019, at 2:00 p.m. (PST)

**RFP 2019-FIBER-WAN
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SECTION I.

PROPOSAL INSTRUCTIONS AND CONDITIONS

The Ocean View School District of Orange County is calling for proposals for services from duly licensed and qualified professionals to provide a high-speed leased lit fiber Wide Area Network (WAN) solution for both phones and data, as described in this RFP. This Request for Proposal is set up in five part sequences comprised of the following:

- I. Proposal Instructions and Conditions
- II. Special Conditions
- III. Request for Proposal for Districtwide Fiber Optic Wide Area Network
- IV. Contract Agreement
- V. Proposal Summary and Forms/Statement of Qualifications

Parts I, II, and III are for informational purposes only. Part IV will require completion after a firm or individual is selected. Part V must be completely filled out and signed by authorized signatory personnel of the proposing firm.

CLOSING DATE is Thursday, January 10, 2019, at 2:00 p.m.(PST). Proposals will be accepted up to 2:00 p.m. (PST). All RFP's and contracts entered into hereunder shall be subject to the General and/or Special Conditions attached to this form. Envelopes containing proposals shall bear the superscription "**DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES**" and **Thursday, January 10, 2019, 2:00pm, RFP#2018-4**. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the firm unopened.

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual. This request is an information solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

The District's application for federal E-rate funding approval is required and contingent to award of this RFP. The District's estimated timeframe for federal E-rate funding determination and notification to the District is between May and December of 2019.

In addition, the District reserves the right to fund, (proceed with project or purchase), or not to fund, regardless of E-rate approval.

No Respondent may withdraw his or her proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

All proposals must be made upon this proposal form to be considered to be held valid. All blanks must be filled in, the proposal must be properly signed, and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Affidavit.

1. **FORMS:** Proposals will not be considered unless submitted upon the forms provided by the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY. All Respondents shall be

responsible for familiarizing themselves with the conditions and requirements of this RFP prior to submitting a proposal.

2. DEFINITIONS:

- a. State:** “State” as used herein means State of California.
- b. Respondent:** “Respondent” as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the District. May interchangeably refer to a Service Provider.
- c. E-rate:** “E-rate” as used herein is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC)
- d. DOJ:** “DOJ” as used herein means the Department of Justice.
- e. Ed. Code:** “Ed. Code” as used herein means the Education Code.
- f. District:** “District” as used herein means the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY.
- g. Board of Education:** “Board of Education” as used herein means the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY Board.

- 3. NAME OF COMPANY:** Respondents shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
- 4. RESPONDENT’S RESPONSIBILITY:** Before submitting a proposal, Respondents shall carefully examine the scope of work, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of lack of such examination or knowledge.
- 5. EXAMINATION OF DOCUMENTS:** **If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Respondent shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for proposal purposes without divulging the source of the request. The District’s decision shall be final in any matter on the interpretation of documents.**
- 6. ADDENDA OR MODIFICATION OF RFP RESPONSE:** The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.

6. ADDENDA OR MODIFICATION OF RFP RESPONSE: (continued)

Alternatively, the Respondent may modify their proposal after its submission by written notice to the Director of Purchasing, OVSD Purchasing Department, of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

7. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards on the basis of the proposal or proposals it deems most economical to the District and most desirable for its operational program.

8. **DISPOSITION OF PROPOSALS:** All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Respondent's expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

9. **ASSIGNMENT/FINANCING:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District's standard form for "Assignment of Contract Money" or "Assignment of Rights and Delegation of Duties on Contract" which is available from the Ocean View School District of Orange County located at: 17200 Pinehurst Lane, Huntington Beach, CA 92647.

10. **FORCE MAJEURE CLAUSE:** The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Respondent.

11. **FEDERAL OR STATE REGULATIONS:** The Respondent's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.

12. **INDEPENDENT CONTRACTOR:** In performance of the services, duties and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Contractor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Contractor, and Contractor shall, by way of example but not by way of limitation,

INDEPENDENT CONTRACTOR - continued

withhold federal and state income taxes as well as the required employee social security contribution of each said persons.

Contractor shall comply with all regulations regarding employees, and Contractor shall pay and/or contribute its required share as the employer of said persons. Contractor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

13. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District and the Board of Education, its officers and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
- b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
- c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.
- d. The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

14. **INSURANCE:**

The Contractor shall secure and maintain, and require its subcontractor(s) to secure and maintain, the minimum amounts of coverage's listed below to protect against claims that may arise from operations under the Contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All coverages shall be from a source acceptable to the District.

All Contractors, and their approved subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers'

14. **INSURANCE:** - continued

Compensation (WC) shall also be provided unless exempted as set forth below. Under some circumstances, the District may also require Errors and Omissions (E&O), Excess, or other coverages whenever exposure, as determined by the District, warrants.

It shall be the Contractor's responsibility, not the District's, to monitor its subcontractor(s) for compliance with the insurance requirements described in this Section. Failure of the Contractor to obtain or maintain the required coverages or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. Further, failure of the Contractor to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in this Section shall also constitute a material breach of, and may result in, termination of the Contractor's Agreement.

In lieu of termination, the District reserves the right to purchase the required coverage(s) on the Contractor's behalf. However, the cost of any insurance purchased shall be the responsibility of, and paid for by, the Contractor.

a. Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this Agreement, unless an extension is authorized by the District.

b. Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

1) Board of Education of the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY

c. Rating Of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District's Office of Risk Management.

14. **INSURANCE:** - continued

d. Minimum Required Coverages

(1) Commercial General Liability (CGL)

Includes both bodily injury and property damage.

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal and advertisement injury

\$3,000,000 general aggregate*

\$3,000,000 products/completed operation aggregate*

* \$3,000,000 general aggregate and products/completed operations aggregate can be waived if the policy is endorsed stating that the \$1,000,000 per occurrence applies solely and separately to the District.

(2) Commercial (Business) Automobile Liability (CA or BA) All owned, hired and non-owned autos

\$1,000,000 combined single limit

(3) Workers' Compensation (WC)

Part A – Statutory limits

Part B Employers' Liability -- \$1, 000,000/\$1, 000,000/\$1, 000,000

Exemption: Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement

Workers' Compensation: During the term of the Contract, Respondent shall fully comply with the terms of the law of California concerning

Workers' Compensation Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability Respondent may have for Workers' Compensation.

15. **INVOICE AND PAYMENTS:**

All invoices must be sent to the following address below:

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY - ACCOUNTS PAYABLE
17200 Pinehurst Lane, Huntington Beach CA 92647, Tel No: (714) 847-2551

All invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers and be under the same firm name as shown on the P.O./Contract.

15. INVOICE AND PAYMENTS: - continued

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from Accounts Payable prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same contractor.

The vendor shall provide a monthly invoice to the District even when the account reflects a credit.

16. PERMITS AND LICENSES: The Contractor and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.

17. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

18. DRUG FREE WORKPLACE: The Contractor shall maintain a drug free workplace in accordance with the California Government Code.

19. NON-COLLUSION: Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.

20. ATTORNEY FEES: If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonable. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

SECTION II.

SPECIAL CONDITIONS

1. AWARD OF CONTRACT: The OCEAN VIEW SCHOOL DISTRICT will review submittals for design, qualifications and demonstrated competence in providing like services as well as completeness, adherence to directions and format requirements, brevity, and clarity of content. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible firm whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value. Although E-rate eligible cost is a significant weighted factor, the District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the firm is:
 - a. Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and
 - b. Financially responsible to complete the project as proposed.
 - c. Evaluation Criteria:

CRITERIA	EVALUATION WEIGHT FACTORS
Proposal Price and Fee Schedule, E-rate Eligible Costs are worth 30% and Ineligible Costs are worth 10%	40%
Qualifications	10%
Understanding and Ability to Service District Needs, Long Term Goals, and Short Term July 1, 2019 Cutover Criteria	20%
Satisfaction of Previous Clients, including any experience with OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY	10%
Respondent's Experience with E-rate Projects and with Proposed Technical Solution	10%
Completeness and Responsiveness of District's RFP Requirements	10%
Total	100%

2. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of the proposal process shall become a part of the proposal and contract documents.

3. MANDATORY PRE-PROPOSAL MEETING OVSD will conduct a mandatory pre-proposal meeting on Thursday, November 29, 2018 at 9:00 a.m. at Ocean View School District, 17200 Pinehurst Lane, PLC/Bldg. E, Huntington Beach, CA 92647.

Attendance at this pre-proposal meeting is a prerequisite and a requirement to be qualified to submit a proposal. Proposals will be accepted only from those firms who are represented at the pre-proposal meeting as evidenced by the representative's signatures on the attendance roster. Failure to have a representative attend pre-proposal meeting or late arrivals (10 minutes or more) will preclude your firm from submitting a proposal.

SECTION III.

REQUEST FOR PROPOSAL FOR DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES

The OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY, Huntington Beach, California, requests sealed proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to furnish the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY with high-speed leased lit fiber Wide Area Network (WAN) to support select District facilities. The WAN technology will be comprised of point to point leased lit fiber. The District requires that all WAN connectivity result in an Ethernet (Layer 2) hand off at each site. The high-speed WAN connections will be required to allow connectivity back to the Data Center at the District Office from the individual district sites.
2. **DUE DATE:** Sealed proposals will be received up to, but not later than **2:00 p.m. (PST) on Thursday, January 10, 2019, at 17200 Pinehurst Lane, Jody Johancsik - Purchasing, Huntington Beach, California 92647.** All proposals become property of the District and are considered an irrevocable offer for one hundred twenty (120) days following the scheduled date and time set for the proposal opening.

A sealed proposal may be submitted prior to the opening date by delivering to:

**ATTN: Jody Johancsik, Director - Purchasing
OCEAN VIEW SCHOOL DISTRICT
17200 Pinehurst Lane
Huntington Beach, CA 92647
RFP Number 2018-4**

Questions and clarifications must be submitted by December 6, 2018, at 2:00 p.m. (PST) to:

Rick Larson, Director – Information Technology
Email: erate@ovsd.org

3. **DESCRIPTION OF THE DISTRICT:** The OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY provides direct instruction to students in the community through the following programs: General Ed Program, Special Education, Regional Occupational Programs, Homeless Program, Prevention and Student Services, Community Schools and other educational programs. OCEAN SCHOOL DISTRICT OF ORANGE COUNTY (OVSD) serves the educational needs of more than 8,400 students from preschool to grade 8. Our Board of Trustees and our professional staff of more than 1,000 employees are committed to providing all children with a safe, innovative learning environment and rigorous curriculum that supports 21st century skills and opportunities to prepare them for high school and beyond. Our community members take great pride in our schools, and through their collaboration and partnerships with us, provide resources, volunteers and generous donations throughout our schools.

4. E-RATE REQUIREMENTS:

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

E-RATE CONTINGENCY

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

SERVICE PROVIDER REQUIREMENTS

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

Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>

Service Providers are responsible for providing a valid Federal Communications Commission (FCC) 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>

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential respondent found to be in Red Light Status will be disqualified from participation in the proposal process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.

Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

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 three (3) days to questions associated with its proposal.

The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>

Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

SERVICE PROVIDER ACKNOWLEDGEMENTS

The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the District and a USAC service substitution approval with the exception of a Global Service Substitutions.

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).

The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to §54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1, and expires on June 30, of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services

requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1, of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four (4) conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.

The Category 1 service must depend on the installation of the infrastructure.

The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.

No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

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

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

INVOICING

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

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

FCC/SLD AUDITABILITY

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

PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

5. **PROPOSAL REQUIREMENTS:** The following items shall be included in the proposal:

- A. The name, mailing address, CA business license, SPIN number, email address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract. Provide information of the year the firm was established, number of employees, business website, signature of principal, corporate seal, and written evidence of all required verifications that if awarded by the District ensures all eligible components of services are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.
- B. Provide relevant technical capabilities and qualifications and project experience in project-by-project format. Be specific and concise, do not use generalized information, complete and include District Qualifications Questionnaire.
- C. Provide detailed description of any proposed solution that is different from what is stated in this RFP, and clearly identify this information within this section.
- D. Qualifications Questionnaire.
- E. Project Team: Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.
- F. Sub-Consultant List, if/as applicable. Identify and list primary sub-consultants. Please provide the type of service provided, firm name, length of working relationship with

firm, address, name of contact person, phone number, e-mail address, year firm was established, number of employees and business website.

- G. Based on the District's Transition Plan, please provide a complete timeline stating the number of days that the services will be operational from the date of order.
- H. A list of five (5) CA K-12 references, all of which have been public schools installations completed within the last twelve to twenty-four months that are similar size and scope to the one being proposed for this District. Please provide client name, address, contact name and telephone number, dates of service and completion, description of service, type and size of installation and contract amount.
- I. Proposal Fees:

Respondent is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP, on a fully-burdened labor rate basis. Be as thorough and specific as possible as this may form the basis of any contract for services that may be presented by the District. Proposal and Fee Schedule Worksheets have been included to assist Respondent's with this information, and are included in Section V., D. "Proposal Forms" (pages 32 to 38).

It is the intent of the District to award a contract(s) for a leased fiber solution.

Fee Proposal and Fee Schedule shall be based on work and services stipulated in the Article entitled "Scope of Work". Include one-time and monthly recurring costs, including all applicable taxes and surcharges for:

- Leased Fiber: 1 Gbps, 5Gbps, and 10Gbps configuration for all sites
- Leased Fiber: 1 Gbps configuration from District Office to ISP OCDE
- Leased Fiber: 5 Gbps configuration from District Office to ISP OCDE
- Leased Fiber: 10 Gbps configuration from District Office to ISP OCDE
- District would prefer for any one-time costs, for items such as, but not limited to, Special construction, set-up, installation, etc. to be included in the monthly (ongoing) costs where possible. Otherwise, please breakout these costs on a separate line item.
- Include and list any monthly (ongoing) costs
- Respondents shall include a Fee Schedule list for any work or services not specifically stated in this RFP, to assist the District with future budgeting needs.

All cost proposals must include pricing to install services to the MPOE and Demarcation point designated by District staff.

Proposal costs and fees should reflect the following scenario:

The District's intent is to award a five (5) year contract term.

By submitting qualifications and a proposal, the awarded contractor agrees that it is willing to provide such contract extensions under these terms if requested by the District, at the District's sole discretion.

6. SCOPE OF WORK:

The District intends to procure a high-speed leased lit Wide Area Network (WAN) service to support select District facilities. The WAN technology will be comprised of point to point leased lit fiber. The District requires all WAN connectivity to result in an Ethernet (Layer 2) hand off at each site. The High speed WAN connections will be required to allow connectivity back to the Data Center at the District Office from the campus sites.

The Contract awarded by the District will provide for the contractor's installation of a secure, private, and dedicated network with connectivity between the District Office and each of its school site campuses.

For a lit fiber solution, each District facility will require customer premise equipment (CPE), service termination equipment and any other associated hardware. The District Office will continue to serve as the primary WAN hub, providing server and LAN services to approximately 15,000 nodes Districtwide. Point-to-Point services will likely be provided by "Virtual" network connections to the Data Center.

The logical topology is such that the District office is the "hub" and primary provider of various applications including Internet access. The IP routing (Layer 3) architecture will be developed and managed by the District IT staff.

The WAN technology the District wishes to implement is a Gigabit Ethernet for backbone transport. It is estimated that the OVSD WAN will service approximately 15,000 nodes. The various locations vary from 200 – 2,000 nodes per location. The District intends to initially implement a minimum of 1 Gbps Ethernet connection to the listed school site campuses, and multiple 1Gbps or 10Gbps Ethernet to the District Office "hub." The District may also implement various segmentation and VLAN technology as it deems necessary.

The District will utilize TCP/IP as the only networking protocol.

The new entire Wide Area Network can be viewed as being comprised of routing devices, security devices, remote access devices, and the WAN transmission service between these devices.

Security requirements require the placement of Firewall services at the hub facility's Internet access point. Firewalls will support the necessary security and VPN services to ensure secure data transmission between sites. The District will continue to manage the Firewall, VPN, IPS and Internet services separately from this project and will coordinate with the awarded contractor during implementation.

Sufficient bandwidth and capacity must be provided to support regular access to network resources across all locations. The District has determined that a minimum of 1 Gbps with a fiber Ethernet hand-off to be provided to all campuses.

The following are the campus access requirements. Respondents should clearly state how they will meet each requirement. If Respondents have a superior method they can offer it as an option, but will still be required to describe how they meet each item.

Campuses will require a minimum of a fiber Ethernet connection.

There will be no “routing” intelligence at the campuses it is expected that the connection will be a simple Layer 2 only connection. The District Office Data Center is to serve as the aggregation point for the Metropolitan Area Network. Minimum connection speed shall be of 10GB, with option to expand up to 40GB if needed.

The following are requirements at the District Office. Respondents shall state how they will meet each requirement. If a Respondent’s opinion is that they have a superior method, it can be offered as an option but will still be required to describe how each item will be met.

The District Office will require a minimum aggregated bandwidth of one Gigabit Ethernet per site into the Wide Area Network to support all the campus access rates. This can be either a single connection or multiple point-to-point connections.

The District will need to be able to differentiate between the various school site campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the school site campuses and District Office, or via a Virtual technology, such as Optical Wavelength switching, MPLS, or another “partitioning” scheme. Respondents are directed to describe, within the proposal, in detail how this will be accomplished.

Network intelligence, routing and security will occur at the District Office.

All remote school sites shall have a data connection to the District Office of at least 1 Gbps full duplex, expandable to 10Gbps.

The Contractor/Carrier shall deliver the full bandwidth at each school directly to the District Office on a full availability basis of 24/7 services.

Services at all school site campuses shall terminate to a rack mounted solution with a minimum of 1 Gbps handoff of fiber. The exact site of demarcation shall be determined by District technical staff in the MDF indicated in the School Site Campus Listing below. The Minimum Point of Entry (MPOE) and Demarcation point at all locations shall be determined by District technical staff.

All cost proposals must include pricing to install services to the MPOE and Demarcation point. The District stipulates that an available pathway exists between MPOE and all sites.

Initial Bandwidth of 1 Gigabit (1,000 Mbps) up to 10 Gigabit (10,000 Mbps) full duplex fiber optic (ethernet capable) connectivity from the District Office to the following sites:

	Site Name	Service Address
1	OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY - District Office (Aggregation Point)	17200 Pinehurst Lane, Huntington Beach CA 92647
2	Circle View Elementary	6261 Hooker Drive, Huntington Beach CA 92647
3	College View Elementary	6582 Lennox Drive, Huntington Beach CA 92647
4	Golden View Elementary	17251 Golden View Lane, Huntington Beach CA 92647
5	Harbour View Elementary	4343 Pickwick Circle, Huntington Beach CA 92649
6	Hope View Elementary School	17622 Flintstone Lane, Huntington Beach CA 92647
7	Lake View Elementary School	17451 Zeider Lane, Huntington Beach, CA 92647
8	Marine View Middle School	5682 Tilburg Drive, Huntington Beach CA 92649
9	Mesa View Middle School	17601 Avilla Lane, Huntington Beach CA 92647
10	Oak View Elementary School	17241 Oak Lane, Huntington Beach CA 92647
11	Pleasant View School / OVPP	16692 Landau Lane Huntington Beach CA 92647
12	Spring View Middle School	16662 Trudy Lane, Huntington Beach CA 92647
13	Star View Elementary School	8411 Worthy Lane, Midway City CA 92655
14	Sun View Elementary School	7721 Juliette Low Drive, Huntington Beach CA 92647
15	Village View Elementary School	5361 Sisson Drive, Huntington Beach CA 92649
16	Vista View Elementary School	16250 Hickory Street, Fountain Valley CA 92708
17	Westmont Elementary School	8251 Heil Avenue, Westminster CA 92683
18	FMO/Transportation	8291 Warner Avenue, Huntington Beach CA 92647

The District Office, located at 17200 Pinehurst Lane, Huntington Beach, CA 92647 is to serve as the central point for the network.

An uptime guarantee of 99.5% shall be provided on a 24x7 basis average over each seven-day (7) period.

The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.

All awarded contractor equipment installed shall be under repair maintenance, at no cost to the District, for the life of the contract agreement.

Option for growth including, but not limited to, increases or decreases in service and bandwidth and/or additions of locations, as determined necessary by the District.

The District retains the sole option to remove sites due to closures or re-organization requirements, as deemed necessary by the District. The District will require that there be no early termination fees or other penalties assessed in such situation that is determined to be outside the control of the District.

During the term of this contract, any changes in the routing of the physical network due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the awarded contractor at no expense to the District.

The Respondent will assign a qualified and experienced Project Manager and will provide the resume of projects for the past ten (10) years.

Respondents shall provide information documenting that it has a minimum of five (5) systems engineers supporting Orange County, California. Respondents shall also provide

information documenting that all listed subcontractors have a minimum of five (5) systems engineers supporting Orange County, California.

Respondents shall provide information documenting that it has multiple. Technical Support Centers available for toll free technical assistance calls providing 24 x 7 support.

The Respondent will provide a copy of its Service Level Agreement (SLA) indicating:

- a. A guaranteed one-half (½) hour initial response.
- b. A four (4) hour onsite response time on all network outages.
- c. A twenty-four (24) hour maximum problem resolution time.
- d. Resolution management for such outages and an escalation list.
- e. Awarded contractor shall provide technical support and trouble ticket support toll free numbers. The service should be available twenty-four (24) hours per day, three-hundred sixty-five (365) days per year.

The District recognizes that the response times listed above are standard throughout the industry; however, given the communications dependent nature of the District, the District will consider a Respondent's written guarantee of faster response time on major outages during the evaluation process.

The Respondent will provide access for immediate reports and status of all network traffic utilizing reports that cover the following metrics:

- a. Link Utilization or Usage
- b. Burst or Broadcast Statistics
- c. Link error or health statistics (framing, CRC, etc.)
- d. Dropped or discarded packets
- e. Latency or Delay

Awarded contractor shall warrant that equipment, facilities, and services, will maintain the performance criteria stated above, at all times during the continuation of the Agreement resulting from an award by the District. The awarded Contractor shall warrant that it had good title to all elements of the equipment, facilities, and services, and has the legal right to contract with the District for the installation and use of such equipment, facilities, and services. The awarded Contractor shall indemnify the District, its trustees, employees, and consultants, against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

The awarded contractor shall be responsible to obtain and maintain all necessary right of ways necessary for this project, any and all costs related to permits, construction, easements and other costs in providing an end to end solution.

Any and all fees required by Federal, State, County, Municipal, District and any other applicable laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the awarded Contractor shall be paid by the awarded Contractor.

All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the awarded Contractor, and the awarded Contractor shall give the District all Notices that are required in connection with this RFP, related work, and services.

Awarded Contractor shall comply with all applicable licensing requirements, Federal, State and local laws, regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP, and place obligations on awarded Contractor with respect to its performance under any subsequent contractual agreement. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.

6. TRANSITION PLAN

The cutover date for any new Contractor/Carrier is required on July 1, 2019.

The District requires a transition plan to be provided with any qualifications and proposal response from contractors and/or suppliers capable of providing services.

The District's 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 the District's transition team.

The transition plan shall outline the expectations that the contractor and supplier teams would have of the District, information and/or or task the District is to provide to the contractor and/or supplier, and date information and/or task is required by the District.

SECTION IV.

CONTRACT AGREEMENT

DATE: _____

PLACE: Huntington Beach, California

PARTIES: OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY, hereinafter referred to as “District”, and, hereinafter referred to as “Contractor”.

RECITALS:

- A. It is the intention of District, to enter into contract with a high-speed leased lit fiber Wide Area Network (WAN) provider to support and deliver services to District facilities. It is the intention of the District to provide robust data connectivity between its locations to meet the current and future connectivity needs and to meet its educational technology goals.

In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Contract. District hereby contracts with Contractor and Contractor hereby contracts with District to provide high-speed leased lit fiber wide area network (WAN) services to the District in the manner and subject to the conditions set forth in the Contract Agreement, the Request for Proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES, and the Proposal (hereinafter collectively referred to as “the Agreement”). The relationship between the District and Contractor shall be one of independent contract and not employment. Contractor shall have the right to control the manner and means by which services are performed. All payments to Contractor shall be fees for services rendered, not wages and not subject to the deductions required by law from wages.

- 2. Term. The term of the Agreement shall be for five (5) consecutive years.

The contract start date shall be no earlier than July 1, 2019.

- 3. District Representative. The Deputy Superintendent or designee shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the Scope of Services or compensation due under this Agreement.
- 4. Fingerprinting: Education Code §45125.1 states that if employees of any contractor providing school site Administrative or similar services may have any contact with any pupils (younger than 18 years of age), those employees shall be fingerprinted by the DOJ to determine that they have not been convicted of a serious or violent felony. If the District determines that more limited contact with students will occur during the performance of those services by the Contractor, then Contractor shall not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

The District has determined that Contractor's services will have contact with District students and must comply with background check requirements.

SCOPE OF WORK.

The selected firm shall provide the following services during the tenure of the contract:

Refer to Section III., Request For Proposal For Districtwide Fiber Optic Wide Area Network (WAN) Services, 6. "Scope of Work" (pages 16 – 20).

TERMINATION

The District retains the sole option to remove sites due to closures or re-organization requirements, as deemed necessary by the District. The District will require that there be no early termination fees or other penalties assessed in such situation that is determined to be outside the control of the District. The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Contractor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Contractor hereby expressly waive any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination.

To the District

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY
Deputy Superintendent
17200 Pinehurst Lane
Huntington Beach, California 92647

To the Contractor:

Firm Name: _____

Address: _____

City State Zip: _____

Executed this _____ day of _____, 2019 at Huntington Beach, California.

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

SECTION V.

A. PROPOSAL SUMMARY

Option 1:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for ***1GB Service to District Office (Point to Point)***. "Total Annual Expense (Monthly Recurring Costs x 12)" shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: Five (5) years

Option 2:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for ***5GB Service to District Office (Point to Point)***. "Total Annual Expense (Monthly Recurring Costs x 12)" shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: Five (5) years

Option 3:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for ***10GB Service to District Office (Point to Point)***. "Total Annual Expense (Monthly Recurring Costs x 12)" shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: Five (5) years

Option 4:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for **1GB Service Point to Point from District Office to ISP OCDE** (“Total Annual Expense (Monthly Recurring Costs x 12)”) shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: Five (5) years

Option 5:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for **5GB Service Point to Point from District Office to ISP OCDE** (“Total Annual Expense (Monthly Recurring Costs x 12)”) shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: Five (5) years

Option 6:

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated WAN services for District sites. The base proposal sum for **10GB Service Point to Point from District Office to ISP OCDE** (“Total Annual Expense (Monthly Recurring Costs x 12)”) shall include all costs (Taxes, Fees and Surcharges) to provide such service.

Total amount of proposal including State or County Sales or Use tax, if any, is _____ Dollars (\$ _____)

Contract Term: Five (5) years

Dated: _____, 2019

FIRM NAME: _____

BY: _____

ADDRESS: _____

CITY, STATE ZIP: _____

TELEPHONE: () _____

FAX: () _____

The Respondent is (Check One): _____ Corporation
 _____ Partnership
 _____ Sole Proprietorship

A. PROPOSAL SUMMARY

If the Respondent is a Corporation, the proposal should be signed with the name of the Corporation by an officer authorized to execute a proposal on behalf of the Corporation. This Corporation is organized and existing under and by virtues of the Laws of the State of Federal Tax ID Number: _____

If the Respondent is a Partnership, the proposal should be signed with the name of the partnership by one of the partners. Federal Tax ID Number: _____

If the Respondent is unincorporated and a Sole Proprietorship, the proposal should be signed with the name of the Sole Proprietor by that person.
Social Security Number: _____

SECTION V.

B. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Respondent's (Firm's) Name: _____

Subcontractor/Supplier: _____

Respondent **must** provide the following information for itself and any subcontractor(s) to the proposal. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Respondent (Contractor/Prime)

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Partners/Officers/Stockholders

Parent Company (if any)

Partners/Officers/Stockholders

Subsidiaries (if any)

Partners/Officers/Stockholders

2. Name of Subcontractor No. 1

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Name of Subcontractor No. 2

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Name of Subcontractor No. 3

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

B. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM - continued

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract. In addition to any rights and remedies otherwise provided for in the Contract by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.

B. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM - continued

2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

SECTION V.

C. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF ORANGE _____

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

am the _____ of _____, the party
(Title) (Respondent Name)

submitting the foregoing Proposal (the "Respondent"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

- 1.01 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Proposal is genuine and not collusive or sham.
- 1.03 The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in sham proposal, or to refrain from proposing.
- 1.04 The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other Respondent, or to fix any overhead, profit or cost element of the proposal price or that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Proposal and related documents are true.

The Respondent has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this ____ day of _____, 20____ at _____

(Huntington Beach, Orange California)

C. NON-COLLUSION AFFIDAVIT - continued

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

Signature	(Address)
Name Printed or Typed	(City, County and State)
	()
	(Area Code and Telephone Number)

SECTION V.

D. PROPOSAL FORM

Submitted herewith is our proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES for the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY commencing fiscal year July 1, 2019

Pricing for Leased Lit Fiber – 1GB Point to Point to District Office (Aggregation Point) – 60 Month Term

	School Site Name	School Site Address	Connection Speed	Class of Service	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charges	Estimated Taxes & Fees	Annual Charge	Specify Contract Term
1	Ocean View School District of Orange County -District Office (Aggregation Point)	17200 Pinehurst Lane, Huntington Beach, CA 92647	1GB										
2	Circle View School	6261 Hooker Drive, Huntington Beach, CA 92647	1GB										
3	College View School	6582 Lennox Drive, Huntington Beach, CA 92647	1GB										
4	Golden View School	17251 Golden View Lane, Huntington Beach, CA 92647	1GB										
5	Harbour View School	4343 Pickwick Circle, Huntington Beach, CA 92649	1GB										
6	Hope View School	17622 Flintstone Lane, Huntington Beach, CA 92647	1GB										
7	Lake View School	17451 Zeider Lane, Huntington Beach, CA 92647	1GB										
8	Marine View Middle School	5682 Tilburg Drive, Huntington Beach, CA 92649	1GB										
9	Mesa View Middle School	17601 Avilla Lane, Huntington Beach, CA 92647	1GB										
10	Oak View School	17241 Oak Lane, Huntington Beach, CA 92647	1GB										
11	Pleasant View School/OVPP	16692 Landau Lane, Huntington Beach, CA 92647	1GB										
12	Spring View Middle School	16662 Trudy Lane, Huntington Beach, CA 92647	1GB										
13	Star View School	8411 Worthy Lane, Midway City, CA 92655	1GB										
14	Sun View School	7721 Juliette Low Drive, Huntington Beach, CA 92647	1GB										
15	Village View School	5361 Sisson Drive, Huntington Beach, CA 92649	1GB										
16	Vista View Middle School	16250 Hickory Street, Fountain Valley, CA 92708	1GB										
17	Westmont School	8251 Heil Avenue, Westminster, CA 92683	1GB										
18	FMO/Transportation	8291 Warner Ave., Huntington Beach, CA 92647	1GB										
	TOTAL												

Initial by Authorized Company Rep.: _____

Date: _____

SECTION V.

D. PROPOSAL FORM

Submitted herewith is our proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES for the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY commencing fiscal year July 1, 2019

Pricing for Leased Lit Fiber – 5GB Point to Point to District Office (Aggregation Point) – 60 Month Term

	School Site Name	School Site Address	Connection Speed	Class of Service	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charges	Estimated Taxes & Fees	Annual Charge	Specify Contract Term
1	Ocean View School District of Orange County -District Office (Aggregation Point)	17200 Pinehurst Lane, Huntington Beach, CA 92647	5GB										
2	Circle View School	6261 Hooker Drive, Huntington Beach, CA 92647	5GB										
3	College View School	6582 Lennox Drive, Huntington Beach, CA 92647	5GB										
4	Golden View School	17251 Golden View Lane, Huntington Beach, CA 92647	5GB										
5	Harbour View School	4343 Pickwick Circle, Huntington Beach, CA 92649	5GB										
6	Hope View School	17622 Flintstone Lane, Huntington Beach, CA 92647	5GB										
7	Lake View School	17451 Zeider Lane, Huntington Beach, CA 92647	5GB										
8	Marine View Middle School	5682 Tilburg Drive, Huntington Beach, CA 92649	5GB										
9	Mesa View Middle School	17601 Avilla Lane, Huntington Beach, CA 92647	5GB										
10	Oak View School	17241 Oak Lane, Huntington Beach, CA 92647	5GB										
11	Pleasant View School/OVPP	16692 Landau Lane, Huntington Beach, CA 92647	5GB										
12	Spring View Middle School	16662 Trudy Lane, Huntington Beach, CA 92647	5GB										
13	Star View School	8411 Worthy Lane, Midway City, CA 92655	5GB										
14	Sun View School	7721 Juliette Low Drive, Huntington Beach, CA 92647	5GB										
15	Village View School	5361 Sisson Drive, Huntington Beach, CA 92649	5GB										
16	Vista View Middle School	16250 Hickory Street, Fountain Valley, CA 92708	5GB										
17	Westmont School	8251 Heil Avenue, Westminster, CA 92683	5GB										
18	FMO/Transportation	8291 Warner Ave., Huntington Beach, CA 92647	5GB										
	TOTAL												

Initial by Authorized Company Rep.: _____

Date: _____

SECTION V.

D. PROPOSAL FORM

Submitted herewith is our proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES for the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY commencing fiscal year July 1, 2019

Pricing for Leased Lit Fiber – 10GB Point to Point to District Office (Aggregation Point) – 60 Month Term

	School Site Name	School Site Address	Connection Speed	Class of Service	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charges	Estimated Taxes & Fees	Annual Charge	Specify Contract Term
1	Ocean View School District of Orange County -District Office (Aggregation Point)	17200 Pinehurst Lane, Huntington Beach, CA 92647	10GB										
2	Circle View School	6261 Hooker Drive, Huntington Beach, CA 92647	10GB										
3	College View School	6582 Lennox Drive, Huntington Beach, CA 92647	10GB										
4	Golden View School	17251 Golden View Lane, Huntington Beach, CA 92647	10GB										
5	Harbour View School	4343 Pickwick Circle, Huntington Beach, CA 92649	10GB										
6	Hope View School	17622 Flintstone Lane, Huntington Beach, CA 92647	10GB										
7	Lake View School	17451 Zeider Lane, Huntington Beach, CA 92647	10GB										
8	Marine View Middle School	5682 Tilburg Drive, Huntington Beach, CA 92649	10GB										
9	Mesa View Middle School	17601 Avilla Lane, Huntington Beach, CA 92647	10GB										
10	Oak View School	17241 Oak Lane, Huntington Beach, CA 92647	10GB										
11	Pleasant View School/OVPP	16692 Landau Lane, Huntington Beach, CA 92647	10GB										
12	Spring View Middle School	16662 Trudy Lane, Huntington Beach, CA 92647	10GB										
13	Star View School	8411 Worthy Lane, Midway City, CA 92655	10GB										
14	Sun View School	7721 Juliette Low Drive, Huntington Beach, CA 92647	10GB										
15	Village View School	5361 Sisson Drive, Huntington Beach, CA 92649	10GB										
16	Vista View Middle School	16250 Hickory Street, Fountain Valley, CA 92708	10GB										
17	Westmont School	8251 Heil Avenue, Westminster, CA 92683	10GB										
18	FMO/Transportation	8291 Warner Ave., Huntington Beach, CA 92647	10GB										
	TOTAL												

Initial by Authorized Company Rep.: _____

Date: _____

D. PROPOSAL FORM - continued

Submitted herewith is our proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES for the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY commencing fiscal year July 1, 2019

Pricing for Leased Lit Fiber – 1GB Point to Point from District Office to OCDE – 60 Month Term

	School Site Name	School Site Address	Connection Speed	Class of Service	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charges	Estimated Taxes & Fess	Annual Charge	Specify Contract Term
1	Ocean View School District of Orange County -District Office	17200 Pinehurst Lane, Huntington Beach, CA 92647	1GB										
	Orange County Department of Education(OCDE)	200 Kalmus Drive, Costa Mesa, CA 92626											
	TOTAL												

Initial by Authorized Company Rep.: _____

Date: _____

D. PROPOSAL FORM - continued

Submitted herewith is our proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES for the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY commencing fiscal year July 1, 2019

Pricing for Leased Lit Fiber – 5GB Point to Point from District Office to OCDE – 60 Month Term

	School Site Name	School Site Address	Connection Speed	Class of Service	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charges	Estimated Taxes & Fess	Annual Charge	Specify Contract Term
1	Ocean View School District of Orange County -District Office	17200 Pinehurst Lane, Huntington Beach, CA 92647	5GB										
	Orange County Department of Education(OCDE)	200 Kalmus Drive, Costa Mesa, CA 92626											
	TOTAL												

Initial by Authorized Company Rep.: _____

Date: _____

D. PROPOSAL FORM - continued

Submitted herewith is our proposal for DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES for the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY commencing fiscal year July 1, 2019

Pricing for Leased Lit Fiber – 10GB Point to Point from District Office to OCDE – 60 Month Term

	School Site Name	School Site Address	Connection Speed	Class of Service	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charges	Estimated Taxes & Fess	Annual Charge	Specify Contract Term
1	Ocean View School District of Orange County -District Office	17200 Pinehurst Lane, Huntington Beach, CA 92647	10GB										
	Orange County Department of Education (OCDE)	200 Kalmus Drive, Costa Mesa, CA 92626											
	TOTAL												

Initial by Authorized Company Rep.: _____

Date: _____

D. PROPOSAL FORM – continued

Completed By: _____

Mailing Address: _____

Phone: _____

Fax: _____

Email Address _____
(Please print clearly or typed)

Signature _____
(Black or blue ink)

Name: _____
(Please print clearly or typed)

Title: _____

Date: _____

The services will be performed in accordance with the requirements outlined in the “REQUEST FOR PROPOSALS FOR DISTRICTWIDE FIBER OPTIC WIDE AREA NETWORK (WAN) SERVICES” and will be performed by the personnel identified in the “Statement of Qualifications”. The firm will enter into an agreement with the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY in the form submitted with this Request for Proposal.

Name of Firm: _____

By: _____

Title: _____

Date: _____

SECTION V.

E. QUALIFICATION QUESTIONNAIRE

Name of Firm: _____

Address: _____

Submitted By: _____ **Title:** _____

Telephone: () _____ **Fax:** () _____

QUALIFICATIONS QUESTIONNAIRE

Please provide responses to the following questions, as well as details to offer a comprehensive representation of your company and its services. Include response at the end of Section 3, outlined under “Qualifications and Proposal Components”:

1. Respondent must be able to guarantee network availability 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.
2. Does your company monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year?
3. Is your company able to provide, at no additional charge, immediate notification to OVSD network department representative of any and all telecommunications service outages or anomalies which affect the use of the service to OVSD?
4. Please provide the process for OVSD to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.
5. Provide details regarding your company’s service center, including, but not limited to, staffing experience, process and priority service.
6. Your company will provide a non-performance policy with OVSD which provides OVSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within OVSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company’s services.
7. 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?
8. Does your company agree that OVSD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?

SECTION V.

F. - CONTRACTOR CERTIFICATION: COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

TO: OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY
17200 Pinehurst Lane
Huntington Beach, California 92647

FR: _____

As a contractor or independent consultant under contract with the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY (OVSD) my employees or I will be performing work which may result in contact with OVSD pupils. Pursuant to California Education Code (EC) 45125.1, I have read and understand the following requirements with regards to the fingerprinting of contractor's employees or independent consultants:

1. The Contractor shall provide for the submission of fingerprints of employees who will have contact with OVSD pupils to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ. Such clearance documents, when received from the CDOJ, shall be kept on file and made available for inspection upon request;
2. The Contractor shall not permit any contractor employees or independent consultants to come in contact with OVSD pupils until CDOJ clearance is ascertained; and,
3. The Contractor shall certify in writing to OVSD (by using this document) that no contractor employee or independent consultant who may come in contact with OVSD pupils has been convicted of a violent or serious felony as defined in EC 45122.1 (as listed in Penal Code (PC) 667.5 and 1192.7).

I understand that this certification is applicable for the covered period under this Agreement and that this certification covers any/all contracts/amendments I may have with OVSD in this time period.

I also understand that my legal obligation to meet the Education Code fingerprinting requirements is ongoing throughout the entire contract time period with OVSD, including any amendments that may subsequently be executed.

By my lawful signature below, under penalty of perjury, I hereby certify that no employees, contractors, subcontractors, or independent consultants who may come in contact with OVSD pupils have been convicted of a violent or serious felony as defined in EC 45122.1 (as listed in PC 667.5 and 1192.7).

Company Name or Independent Consultant

Telephone

Authorized Signature

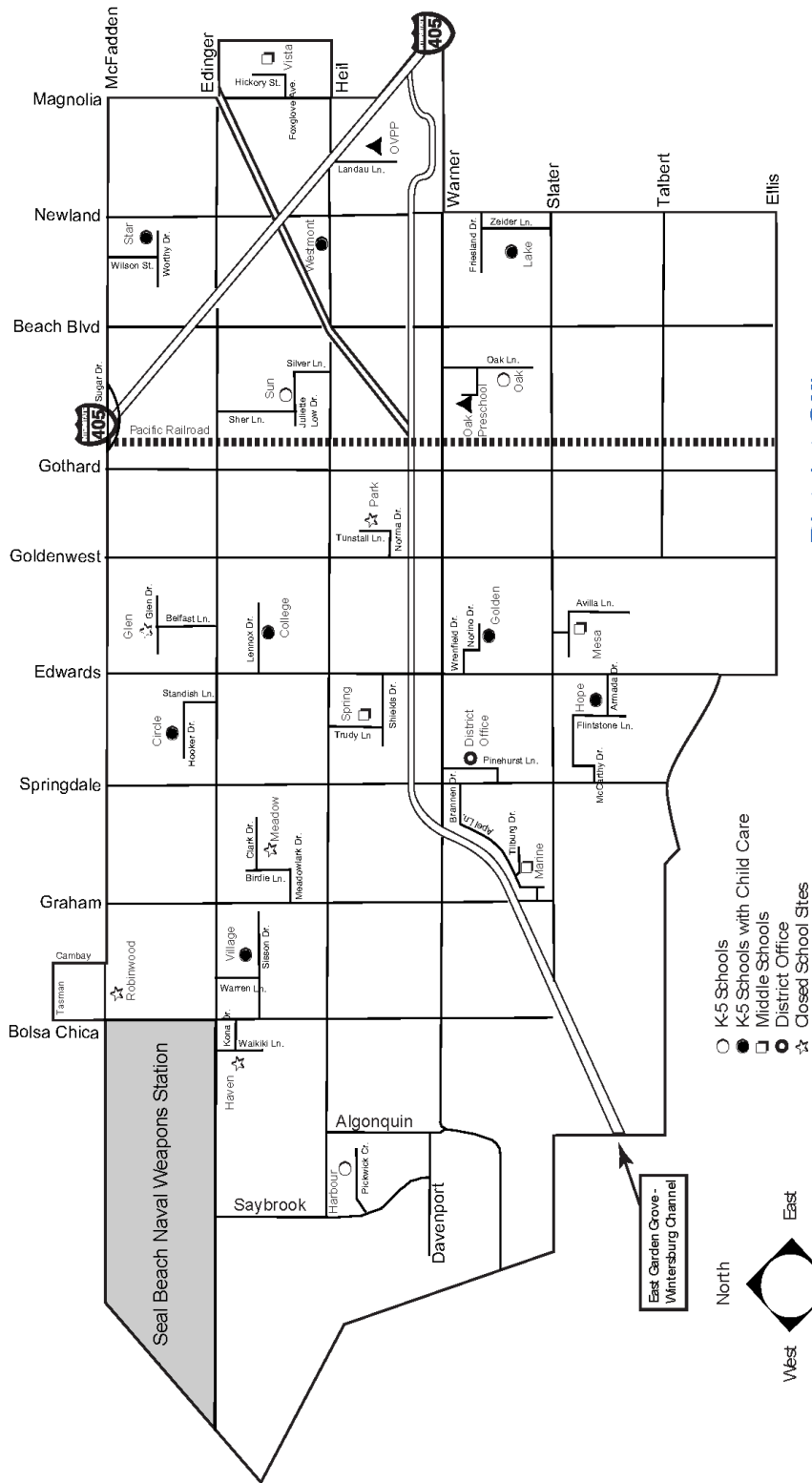
Date of Signature

Print Name of Signatory

Print Title of Signatory



Ocean View School District Boundaries



- K-5 Schools
 - K-5 Schools with Child Care
 - ▣ Middle Schools
 - ☆ District Office
 - ☆ Closed School Sites
 - ▲ Preschool
- North
East
South
West

District Office
17200 Pinehurst Lane, Huntington Beach, CA 92647
714.847.2551 • www.ovsd.org

2013

ATTACHMENT B – DISTRICT OFFICE AND SCHOOL SITE ADDRESSES

These addresses do not designate address for shipment of materials.

Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647

Circle View
6261 Hooker Drive
Huntington Beach, CA 92647

College View
6582 Lennox Drive
Huntington Beach, CA 92647

Golden View
17251 Golden View Lane
Huntington Beach, CA 92647

Harbour View
4343 Pickwick Circle
Huntington Beach, CA 92649

Hope View
17622 Flintstone Lane
Huntington Beach, CA 92647

Lake View
17451 Zeider Lane
Huntington Beach, CA 92647

Marine View
5682 Tilburg Drive
Huntington Beach, CA 92649

Mesa View
17601 Avila Lane
Huntington Beach, CA 92647

Oak View
17241 Oak Lane
Huntington Beach, CA 92647

Pleasant View/OVPP
16692 Landau Lane
Huntington Beach, CA 92647

Spring View
16662 Trudy Lane
Huntington Beach, CA 92647

Star View
8411 Worthy Lane
Midway City, CA 92655

Sun View
7721 Juliette Low Drive
Huntington Beach, CA 92647

Village View
5361 Sisson Drive
Huntington Beach, CA 92649

Vista View
16250 Hickory Street
Fountain Valley, CA 92708

Westmont
8251 Heil Avenue
Westminster, CA 92683

FMO/Transportation
8291 Warner Avenue
Huntington Beach, CA 92647

ATTACHMENT C – E-RATE TERMS AND CONDITIONS

E-rate Supplemental Terms and Conditions

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFQ.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

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

applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFQ shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

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

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six (6) months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

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

The complete text can be found at the following URL:


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

Category 2

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

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the*

flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

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

5) INVOICING

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

6) FCC/SLD AUDITABILITY

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

Service Provider Signature: _____

Date: _____