
FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

**# 22-02, Outdoor Access Points and AP Licensing, E-Rate YR 25 (2022)
Form 470# 220005768**

OUTDOOR ACCESS POINTS AND AP LICENSING

RFP Release Date: December 3, 2021
Non-Mandatory Meeting Date: December 14, 2021 @ 9:00 AM
Request for Information Deadline: December 20, 2021 4:00 PM
Proposals Due: January 3, 2022 @ 2:00 pm

TABLE OF CONTENTS

Notice of Request for Proposals	3
District Background	3
Instructions to Proposer	4
Terms and Conditions	10
Official Proposal Form	12
Scope of Work & Pricing	14
Erate Certification	16
References	17
Designation of Subcontractors (<i>if applicable</i>)	18
Worker's Compensation Insurance Certificate	19
Bid Bond	20
Payment Bond (<i>after award</i>)	22
Performance Bond (<i>after award</i>)	24
Non-Collusion Declaration	26
E-Rate Service Provider Information	27
E-Rate Supplemental Terms and Conditions	28
District Standard Agreement	33
Attachment A (Coverage Maps)	36

NOTICE OF REQUEST FOR PROPOSALS – RFP# 22-02

Outdoor Access Points and AP Licensing, E-Rate Yr. 25 (22)

DATED: 12/3/2021

Fallbrook Union Elementary School District (hereinafter District) is seeking to contract with a Company (hereinafter Proposer) to assist the District in providing Outdoor Access Points and AP Licensing for the locations described in the Scope of Work, Pricing section of this RFP.

Any company submitting a proposal must be able to provide evidence that said company and its personnel has the expertise and experience in performing the responsibilities this proposal seeks.

The Request for Proposals (RFP) **must be received by 2:00 pm, January 3, 2022**, at 321 Iowa Street, Fallbrook, CA 92028 in the Technology Department. Attention: Kirby Fell, Director of Technology Services and Support.

Proposals must be submitted in a sealed envelope clearly marked “**RFP# 22-02, Outdoor Access Points and AP Licensing, E-Rate YR 25 (22)**”, along with a digital copy (i.e. CD or Flash Drive), and mailed to the Technology Department, Attention: Kirby Fell, 321 Iowa Street, Fallbrook CA 92028 or via email submitted to kfell@fuesd.org. Proposals received after the specified date and time will not be accepted and will be returned unopened. Proposals will not be opened publicly.

All responsive proposals will be reviewed and evaluated by the District in order to determine which proposer best meets the District’s needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the District shall evaluate proposals are set forth in the RFP.

Proposers are encouraged to attend a non-mandatory meeting on **December 14 at 9:00 am**. Meeting place is at location shown below; **Kirby Fell** will be the contact person:

Fallbrook Union School District Office
Building 1 – Technology Services
321 Iowa Street
Fallbrook, CA 92028
760-731-5409

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible submitters, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District.

Any inquiries regarding this RFP should be addressed in writing to Kirby Fell, Director of Technology Services and Support, at kfell@fuesd.org.

DISTRICT BACKGROUND

The Fallbrook Union Elementary School District is located at 321 Iowa Street, Fallbrook CA 92028. Fallbrook Union school district is in San Diego County with an enrollment of approximately 5000 students, Grades K-8. The DISTRICT consists of four elementary schools, one junior high school and two K-8 schools. For additional information, please visit our website at www.fuesd.org

INSTRUCTIONS TO PROPOSERS

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

Addenda/Addendum/Amendment Acknowledgment. Each proposal shall include specific acknowledgement in the space provided in the Official Proposal Form of receipt of all addenda issued during the solicitation period. Any amendments or clarifications will be posted on the E-Rate section on District's web site (same section where this RFP is posted).

Authorized Signature. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Proposer must provide a current power of attorney certifying the agent's authority to bind the Proposer.

Award of Proposal. Award of proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company. The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD"). District and successful Proposer will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. It is understood that the District is liable for any charges incurred that are not funded by E-Rate. It is also understood that the District will manage its own obligations under the E-Rate program. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

Award will be made to Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth in this section.

Bid Bond. Proposals submitted for Section A, Wireless System, must be accompanied by one of the following forms of bidder's security: (1) a cashier's check made payable to the District; (2) a certified check made payable to the District; or (3) a bidder's bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the proposal documents. Such bidder's security must be in an amount not less than five percent (5%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract.

In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within **ten (10)** calendar days after notification of the award of the contract, said security will be forfeited.

Cabling Work & Electronic Equipment. For cabling work, Proposer must have at least 1 RCDD certified staff member. Proposer must also provide as-build diagrams in electronic and paper copy formats, and cable test results within 60 days of completion of work. If Proposer is providing electronic equipment quotes for switches/hubs/routers, Proposer must have at least one (1) certified Engineer or equivalent on staff.

All equipment and material must be new. Used, refurbished or repurposed equipment or material shall not be acceptable.

Cancellation of Solicitation. The District may cancel this RFP at any time.

Compliance with Laws. Services must be fully compliant with all applicable requirements as specified in the RFP contract, including all District and County of San Diego policies, regulations, and permits and all State and Federal laws.

Contract Award. A contract with the selected Proposer(s) and the District will be executed by both parties once it is awarded by the Board of Trustees. If Agreement on the terms and conditions that are acceptable to the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to another Proposer and begin negotiations with that vendor.

Contract Terms and Conditions. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms, exhibits and addenda (if any). The services requested will be provided under terms and conditions set forth in the District's Standard Agreement. The "Standard Agreement" is part of the RFP. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language with a narrative explanation of each proposed change. Although the District will consider alternate language proposed, the District will not be bound by Agreement language received as part of the response. Once the Contractor has received a notice to proceed not earlier than April 1, 2022, the Contractor shall complete all work for the Project by September 30, 2023 or as extended by the District in writing and as authorized by SLD.

Order Term. District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2022 through September 30, 2023. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2024.

Cost of Preparing Proposal. All costs incurred in the preparation of the proposal will be the responsibility of the Proposer and will not be reimbursed by the District.

Documents to be returned with proposal. The documents that must be returned by the submittal deadline are listed below:

- a. Erate Certification
- b. References (minimum of 3)
- c. Designation of Subcontractors (*if applicable*)
- d. Official Proposal Form
- e. Scope of Work & Pricing
- f. Workers' Compensation Certification
- g. Bid Bond (*if submitting proposal for Section A*)
- h. Payment Bond (*after award-if submitting proposal for Section A*)
- i. Performance Bond (*after award-if submitting proposal for Section A*)
- j. Non-collusion Declaration
- k. Criminal Record (*if required*)
- l. Erate Service Provider Information
 - a. Service Provider Identification Number
 - b. FCC Green Light Status, FCC Registration Number (FRN)
- m. Submit proof of Technical Qualifications – Certifications
- n. Copy of required Contractor's C-7 license
- o. E-Rate Supplemental Terms and Conditions

Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "Master" will provide the basis for resolving such discrepancies. If one document is not clearly marked "Master"; the District reserves the right to use the original as the Master. If no documents can be identified as an original document with original signatures, proposal may be rejected at the discretion of the District.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or

corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are called for.

Evaluation Factors for Award. Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost and management requirements.

Evaluations of offers will be based upon the Proposer's responsiveness to the RFP and the total price quoted for all the items covered by the RFP.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection of a Proposer:

- a. 30% - Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.
- b. 20% - Proposal preparation, thoroughness and responsiveness to this request for proposal.
- c. 25% - Proposer's experience, FUESD's prior experience with Proposer (if any), overall installation and integration capabilities based upon performance record and availability of sufficient high-quality personnel with the required skills and experience for the specific approach.
- d. 10% - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.
- e. 15% - The extent to which the Proposer's solution fulfills FUESD's stated requirements as set out in this RFP.

The evaluation committee may contact any Proposer to clarify any response, contact any current users of the Proposer's services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is executed, no employee, agent or representative of any Proposer shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

A notification of intent to award will be sent to the selected Proposer(s). Award is contingent upon the successful negotiations of final contract terms.

Please note that the District, at its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

Insurance Requirements. Proposer will be required to provide, prior to commencing the work, and maintain during the life of the contract, a certificate of insurance that includes standard types and minimum amounts listed below:

- a. Commercial General Liability Insurance in the amount of \$1,000,000 General Aggregate; \$1,000,000 Each Occurrence - combined single limit for bodily injury & property damage.
- b. Business Automobile Liability Insurance; \$1,000,000 each accident - combined single limit for bodily injury & property damage.
- c. Worker's Compensation Insurance; including Employers Liability limits of \$1,000,000 and other limits as required under California law.
- d. Professional Liability Insurance: \$500,000 per occurrence and aggregate
- e. Insurance certificate must name FUESD as a certificate holder and additionally insured.

Items & Services. The District reserves the right to purchase items and services over and above the quantities specified in this RFP. At the same time if the District does not receive funding or is awarded limited funding from the Schools and Library Division, the District at its option, may purchase part or all of the items and services agreed to as per executed contract.

Interpretation of Contract Documents. If any person is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the District a written request for an interpretation or correction thereof. The requesting party is responsible for prompt delivery of any requests. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy will be provided promptly to all parties recorded as having received contract documents.

Invoicing. The Proposer must submit detailed invoices for services rendered. All invoices will be paid in arrears within 30 days from the date of receipt.

Licensing and Certification. If providing cabling work, Proposer and its subcontractors must have and maintain in good standing the appropriate classification of California State contractor's license during the entire term of the contract. A C-7 license is required for this project.

Liquidated Damages. All work must be completed within the time limit set forth in the RFP document. It is agreed that damages for the failure to complete the Project described herein within the time limits required is three hundred dollars (\$300) for each consecutive calendar day.

Modifications or Withdrawals. Proposer's authorized representative may withdraw proposal only by written request received by the Purchasing Department before the proposal submittal deadline. Proposer may not amend proposal after the closing date and time, unless as a result of negotiations commenced by the District.

Payment & Performance Bonds. The successful Proposer, upon notice of award and prior to commencing project, shall furnish a labor and material bond in the amount of one hundred percent (100%) of the contract sum and a faithful performance bond in the amount of one hundred percent (100%) of the contract sum.

Prevailing Wage. Pursuant to Labor Code, section 1770, The successful Proposer and each of its subcontractors will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). Copies of prevailing wage rates of per diem wages are available at the Department of Industrial Relations website at (www.dir.ca.gov/dlsr/pwd).

Prevailing Wage-California Senate Bill 854. This bill was signed into law June 20, 2014, became effective immediately and made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). It established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements. The fees collected through this new program will fund compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works project will be required to register and annually renew online for the program. The cost to register is currently \$300 and is non-refundable.

Contractors and subcontractors submitting bids must be registered by March 1, 2016. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2016. No bid can be accepted nor any contract or

subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Proposal Content. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information in his submittal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work & Pricing.

Proposal Copies, Quality and Submittal.

- a) **Copies:** One original proposal and must be submitted on or before **January 3, 2022 by 2:00 p.m.** Include in submittal, one PDF version digital copy of entire proposal through a CD, DVD or USB device.
- b) **Delivery:** Proposals submitted by mail must be in a sealed envelope clearly marked “**RFP# 22-02, Outdoor Access Points and AP Licensing, E-Rate YR 25 (22)**” and mailed to the **Technology Department, Attention: Kirby Fell, 321 Iowa Street, Fallbrook CA 92028** or **electronic copies may be submitted via email submitted to kfell@fuesd.org.**
- c) **Quality of Proposal:** Unnecessarily elaborate or glossy proposals are neither expected nor desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.
- d) **Signature:** Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work.
- e) Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. The proposal must be completed and delivered in sufficient time to avoid disqualification. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Proprietary Information. If a proposer does not desire certain proprietary information in their response disclosed, the Proposer is required to identify all proprietary information in the response and label part(s) “CONFIDENTIAL”. If the Proposer fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

Protests. A Proposer may protest the award of this RFP if he believes that award was inconsistent with the RFP’s specifications; requested information or was not in compliance with the law.

- a. **Filing of Protest:** A protest must be filed, in writing, with the Superintendent or designee within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer’s failure to timely file a protest shall constitute a waiver of his rights to protest the award of the contract.
- b. **Rendering a Decision:** The Superintendent or designee shall review the documents submitted with the Proposer’s claim and render a decision, in writing, within thirty (30) business days of receipt of protest. The Superintendent or designee also may convene a meeting with the Proposer in order to attempt to resolve the problem.
- c. **Appeal:** The Proposer may appeal the Superintendents or designee’s decision to the Board of Trustees. The Superintendent or designee shall provide reasonable notice to the Proposer of the time for Board’s consideration of the contract award. The Board’s decision shall be final.

Questions. Questions, explanation or interpretation of the solicitation must be submitted in writing by December 20, 2021 4:00 PM PST. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

Kirby Fell
Director of Technology Services and Support
321 Iowa Street
Fallbrook, CA 92028
kfell@fuesd.org

All addendum(s), questions and answers will be posted to the district's website at <https://www.fuesd.org/technology> in addition to the E-rate EPC website at <https://portal.usac.org/suite/>

Site Walk. Proposers are encouraged to attend a **non-mandatory** meeting on **December 14 at 9:00 am**. Meeting place is at location shown below; **Kirby Fell** will be the contact person:

Fallbrook Union School District Office
Building 1 – Technology Services
321 Iowa Street
Fallbrook, CA 92028
760-731-5409

Reseller Authorization. Proposer must possess and submit certification and/or "reseller authorization" from the hardware/software manufacturer(s); for the applied section(s). (E.g. Cisco/ Hewlett Packard/ Microsoft etc.).

Equivalency Language. For convenience in designation on the plans or in the scope or work, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal".

Schools & Libraries Division (SLD) Requirements. Prospective Proposers are 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 Provider Identification No. (SPIN) & FCC Green Light Status. Proposers will be required to provide a valid SPIN No. For more information on obtaining a SPIN No., refer to website below:

<http://www.usac.org/sl/providers/step01/>

Proposers are also responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Proposer found to be in Red Light Status will be disqualified from participation in the RFP process and will be considered non-responsive. More information about FCC Red and Green Light Status is found at this website:

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

Taxes. Current sales tax for San Diego County is 8.0%. Taxes must be included in the proposal prices.

Timeline Schedule. For your information, the following is the District's timeline:

Date	
12/03/2021	RFP Released
12/14/2021	Non-Mandatory Meeting @ 9:00 AM
12/03/2021 12/10/2021	Advertisement
12/20/2021	Last day to submit questions
12/21/2021	Questions posted on District Websites
01/03/2022	Due Date @ 2:00 PM
*TBD	Board of Trustees awards/Rejects (*to be determined)
*TBD	Notice of Award (*to be determined)

TERMS AND CONDITIONS

Attorney Fees. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Authority of the District. Subject to the power and authority of the District as provided by law in this contract, the DISTRICT will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

Cancellation of Contract. *Without cause*, the District may cancel this contract at any time with fifteen (15) calendar day written notice. *With cause*, the District may cancel this contract at any time with fourteen (14) days written notice to the awarded Proposer. Cancellation for cause will be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

Contract Incorporation. The contract embodies the entire contract between the District and the awarded Proposer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittals, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

Drug-Free Workplace Act. The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

Equal Opportunity Employment. Proposer represents that it is an equal opportunity employer and it shall not discriminate against subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Proposer shall also comply with all relevant provisions of the Minority Business Enterprise Program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Proposer; the awarded Proposer must notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any

governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of fund for each fiscal year of services listed herein. The district fully reserves the right to cancel Agreement due to non-availability or non-appropriation of sufficient funds. The District shall notify the awarded Proposer of its intention to terminate by forwarding a written notice of termination. The District shall take all reasonable actions and make all reasonable efforts to obtain appropriation of funds.

Non-Collusion Form. Proposers are required to submit a Non-Collusion Form with their proposals.

Proposal Fee. The District at any time may require the Proposer to further itemize and detail components of any or all proposal fees. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the District and the Proposer.

Severability. If any provision (or portion of any provision) of this contract is held invalid, illegal or unenforceable, it shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Sell or Assign. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

Subcontractors Information. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

Terms of the Offer. The District reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposal, and the awarded proposal itself. Specific exceptions to this general rule may be noted in the final executed contract.

Workers Compensation Insurance. Successful Proposer represents that it has secured the payment of Workers' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide said insurance.

OFFICIAL PROPOSAL FORM
RFP #22-02, Outdoor Access Points and AP Licensing, E-Rate YR25 (2022)

To: Fallbrook Union Elementary School District

From: _____
Name of Proposer

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully studied the proposed scope of work and he proposes and agrees if this Proposal is accepted that he will supply and service FUESD with said project in the manner therein prescribed in the RFP document.

Proposer acknowledges receipt of Addenda Number(s) __, __, __, and __.

It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period of ninety (90) days.

The undersigned declares that the RFP Documents, without limitation, have been read and agrees to furnish and deliver service, at the total price stated in accordance with specifications of the Contract Documents. Any price increases are dependent upon prior approval by the District.

RFP No. **22-02** for **Outdoor Access Points and AP Licensing, E-Rate YR 25 (22)** in its entirety, all Addenda, and the documents submitted as per list on page 5 of the RFP are hereby made a part of the contract.

If submitting proposal for Section A: As per new requirements from the Department of Industrial Relations pursuant to the public works contractor registration program set forth in Senate Bill 854; the District is required to fill out a form alerting the DIR of the services proposed for Section A outlined in the RFP. In order to comply, information below is required to complete said form. Please answer below:

Have you registered and met all requirements using the DIR online application: **Yes** _____
No _____

If yes, what is your registration number? _____. (Please submit proof of registration.)

Pricing detail by section is presented in the attached Scope of Work & Pricing hereto attached. DISTRICT is not responsible for Proposer's miscalculations.

The required list of proposed subcontractors (if applicable) is attached hereto, and the undersigned represents and warrants that such list is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the Proposer after award of RFP, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates of Insurance and any other specified document.

Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer named below:

Name

Title

Address

The undersigned hereby warrants that the Proposer has a current business license to be able to conduct business in the State of California.

License # _____ Expiration Date: _____

It is understood and agreed that if requested by the DISTRICT, the Proposer shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Proposer's ability to perform the contract.

The DISTRICT fully reserves the right to cancel the contract at any time and/or limit quantities, number of sites due to non-availability or non-appropriation of funds.

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the documents shall bear the corporate seal; if Proposer is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contract on behalf of the partnership; and if Proposer is an individual, his signature shall be placed above.

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name

Mailing Address (PO Box or street)

State and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

SCOPE OF WORK & PRICING

RFP # 22-02 – FUESD ERATE YR 25 (2022)

OUTDOOR ACCESS POINTS AND AP LICENSING - SECTION A

The District is seeking a turn-key outdoor access point solution to include all equipment and installation. Proposer will be responsible for all materials and labor for pulling any required cabling to the access locations.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and installation/professional services. The cost should have Erate eligibility clearly identified.

Proposed Solution will also include separate ongoing costs for security/firmware updates and ongoing support/warranty costs.

The District has standardized on Meraki wireless access points and is seeking similar, or equal outdoor access points and licensing for the following locations:

- Fallbrook STEM Academy & Mike Choate Early Childhood Center
- La Paloma Elementary School
- Live Oak Elementary School
- Maie Ellis Elementary School
- Potter Junior High School
- William H. Frazier Elementary School

This RFP involves the addition of outdoor wireless access points to our existing wireless network to provide wi-fi coverage in the areas highlighted in yellow on maps in Attachment A. The actual number of access points is to be determined by the vendor's professional evaluation of the areas needing Wi-Fi coverage.

Equipment Requirements:

- Power-over-Ethernet required for all proposed outdoor access points
- Installer provides all copper cabling for access points
- Management/support/upgrade licensing for proposed access points for a three-year term
- Must be compatible with existing Meraki wireless solution

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Cisco Meraki MR76 outdoor AP or equivalent	MR76	TBD				
Cisco Meraki Enterprise AP License or equivalent (to match QTY of APs needed)	LIC-ENT-3YR	TBD				
Tax						
Freight/Shipping						
Grand Total						

SCOPE OF WORK & PRICING (Cont)

RFP # 22-02 – FUESD ERATE YR 25 (22)

GRAND TOTAL BID AMOUNT FOR ALL ITEMS (itemize each)

Parts and warranty	\$ _____
Installation	\$ _____
Professional Services	\$ _____
Recurrent/ Charges (after Year1)	\$ _____
Tax if any	\$ _____
Shipping	\$ _____
Total	\$ _____

Please also provide breakdown by site that matches grand total

- 1. Write in the totals above.**
- 2. Attach an itemized, detailed quotation for all items, by school site, and Erate eligibility clearly identified.**
- 3. Label the quotation: OUTDOOR ACCESS POINTS AND AP LICENSING**

ERATE CERTIFICATION

RFP # 22-02 – Outdoor Access Points and AP Licensing Erate-Year 25 (22)

I, _____, certify that _____,
(print or type name) (company name)
is a service provider as defined by the E-Rate Program and has not been suspended or disbarred
from participating by the Federal Communications Commission. Our SPIN # is
_____, and we have operated under this SPIN for _____ years.
(number)

I also certify to the acceptance of the following:

1. All information necessary to respond to any SLD request for information such as PIA (Program Integrity Assurance), Item 25 Selective Review, Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Fallbrook Union Elementary School District, it's attorney(s) or authorized agent;
3. Any contract awarded for E-Rate Program Year 22 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event of a partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portion and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion;

In the event the provider wishes to perform a SPIN change, permission will be granted within the contract terms, provided 14 days prior written notice is given.

(original signature in blue ink)

(today's date)

(print or type name)

(title)

REFERENCES
RFP #22-02 – FUESD ERATE 2022

Please provide a minimum of 3 professional references, specifically related to your past performance of projects of similar size and scope with other public school districts and/or public agencies in California. The FUESD requests that these references be directly related to work performed within the guidelines of the E-Rate program.

Reference #1

Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	
Name of Client	

Reference #2

Type of Business	
Contact Person's name & Title	
Telephone # & email	
Project Cost	
Description of work performed	

Reference #3

Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	

DESIGNATION OF SUBCONTRACTORS (If applicable)
RFP # 22-02– FUESD ERATE 2022

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE
RFP # 22-02-FUESD ERATE 2022

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

BID BOND
RFP # 22-02– FUESD ERATE YEAR 25 (22)

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called “Principal”), _____ and _____ (hereinafter called “Surety”), are hereby held and firmly bound unto the Fallbrook Union Elementary School District (hereafter called “Owner”), in the sum of _____ (\$_____) which will and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principle has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of: **OUTDOOR ACCESS POINTS AND AP LICENSING**
. RFP # 22-02, FUESD ERATE 2022.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within **ten (10) days** after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished materials in connection therewith,

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

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

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

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

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____

ATTEST: (if corporation)

By: _____

Title: _____
(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____
(Corporate Seal)

PAYMENT BOND
RFP # 22-02, FUESD ERATE YEAR 25 (2022)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the **Fallbrook Union Elementary School District**, hereinafter referred to as the DISTRICT, has awarded to _____, designated as the "Contractor/Principal," a contract for the work described as follows:

Project: Outdoor Access Points and AP Licensing RFP # 22-02– FUESD ERATE 2022.

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7, [commencing at Section 9550] of the California Civil Code to furnish a Bond in connection with said contract;

NOW THEREFORE, we, the Contractor/Principal and _____ as Surety, are held and firmly bound unto the DISTRICT in penal sum of _____ Dollars, (\$ _____), lawful money of the United States of America for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in the Civil Code Section 3181 or fail to pay for any materials, provisions, or other supplies, used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code, with respect to work or labor thereon of any kind, then said Surety will pay for same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this Bond, such reasonable Attorney's Fees, as shall be fixed by the Court, awarded and taxed as provided in Division 43, Part IV, Title XV, Chapter 7, [commencing at Section 9550] of the California Civil Code.

This Bond shall insure to benefit of any and all Persons, Companies, Corporations named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety of the Bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishings of labor, materials, or equipment thereof, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, not by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT

and original contractor or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

Any claims under this bond may be addressed to:

Name and address of Surety

Name and address of agent or representative in California, if different from above.

Telephone number of Surety, or Agent or Representative in California.

IN WITNESS WHEREOF, we have here to set our Hands and Seals on this ____ day of _____, 20____.

(Corporate Seal)

Contractor/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

**PERFORMANCE BOND
RFP # 22-02, FUESD ERATE YR 25 (2022)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Fallbrook Union Elementary School District**, hereinafter referred as the DISTRICT, has awarded to _____, designated as the "Principal", a Contract for the work described as follows:

Project: Outdoor Access Points and AP Licensing RFP # 22-02 FUESD ERATE 2022.

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW THEREFORE, we, the undersigned Contractor, as Principal and _____ as Surety, are held and firmly bound to the District in the Sum of _____ Dollars (\$ _____) (this amount being not less than One Hundred Percent (100%) of total bid price of the contract awarded by the DISTRICT to the Contractor/Principal), lawful money of the United States of America, for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by the well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, including, but not limited to, the provisions regarding contract and any alteration thereof made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of (1) year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation to Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT'S obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The Term "balance of the contract price" as used in this paragraph shall mean the total amount

payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligation in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT'S objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification to the Project Documents or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

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

(Corporate Seal)

Contractor/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

(Mailing address and telephone
No. of Surety)

NON-COLLUSION DECLARATION
RFP # 22-02– FUESD ERATE YR 25 (2022)

State of California)
)ss.
County of)

_____, being first duly sworn, deposes and says
that he is

_____ (title) of the _____ (Name) party
making

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

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

Executed this _____ day of _____, 20____ at _____,
California.

Signature

ERATE SERVICE PROVIDER INFORMATION (Year 25)
RFP # 22-02 – FUESD ERATE 2022

Proposer must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and XXX.

Name_____

Title_____

Company_____

Address_____

City, State, Zip code_____

Phone_____

Fax_____

Email_____

Include other important contact information below.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

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

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained

at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

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

EARLY FUNDING CONDITIONS

Category 1

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

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

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 )


The complete text can be found at the following URL:

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

Category 2

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

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) )

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

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified

ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

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

6) FCC/SLD AUDITABILITY

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

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

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

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

AGREEMENT

This Agreement is made this ____ day of _____, 20__ by and between the Fallbrook Union Elementary School District ("District"), a California public school district, and _____ ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of the rights and obligations attendant to this Agreement, the Parties agree as follows:

Section 1. Scope of Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the of the Contract Documents all of the work required in connection with the work of improvement commonly referred to as:

Outdoor Access Points and AP Licensing, E-Rate YR 25 (2022)

Contractor shall complete all work covered by the contract documents, without limitation, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

Section 2. Contract Term. Work performed will be for the term of 12 months from July 1, 2022 or from the start date of project, whichever is later. The start date of the project is predicated upon receipt of a Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company. The District has the option to extend the term by an additional 36 month or 60 month period, if required.

Section 3. Contract Price. As full consideration for the full and faithful performance of the Contract by the Contractor, the District shall pay to the Contractor the total amount stipulated in the Contractors' proposal for the Project of:

XX Dollars and zero Cents

(\$XX,XXX.XX) ("Contract Price")

The Contract Price is subject to increase and/or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

Section 4. Component Parts of the Contract. The Contract is composed of all of the documents specified below in the Section ("Contract Documents"). Each of which is hereby incorporated as an operative and effective part of the Contract. The Parties intend that the Contract Documents are and shall be complimentary and an integrated whole, Any requirement set forth in one Contract Document, but not in one or more of the others, shall be interrupted as if set forth in or applicable to all. The Contract consists of the following Contract Documents:

Notice of Request for Proposals
District Background
Instructions to Proposer
Terms and Conditions
Official Proposal Form
Scope of Work & Pricing
E-Rate Certification
References
Designation of Subcontractors (if applicable)
Workers' Compensation Insurance Certificate
Bid Bond
Payment Bond (after award)
Performance Bond (after award)
Non-Collusion Declaration
E-Rate Service Provider Information
E-Rate Supplemental Terms & Conditions
District Agreement
Addenda No. _____, _____, _____, _____, and _____, as issued.

Section 5. Provisions Required by Law. Each and every provision required by law to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision is not included or incorporated into the Contract Documents in accordance with law, or is not correctly included or incorporated, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

Section 6. Third Party Beneficiaries. Except to the extent provided by law (e.g. requirements for payment of prevailing wages to workers on the Project), no party other than the Parties may claim or assert any right or benefit arising from the Agreement or the Contract of which this Agreement is a part. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any law intended to benefit that third party ("Required Provision"). Provisions included in the Contract Documents that relate to or permissibly expand on any Required Provision, but are not necessary for compliance with the law providing for the Required Provision, are to be construed as being included in the Contract for the convenience of the Parties, and shall in no event be construed as benefiting any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

Section 7. Governing Law and Venue. The Contract of which this Agreement is a part shall be governed by the laws of the State of California. Any action, arbitration or other proceeding arising from the Contract shall be initiated and conducted only in the County of San Diego, California.

Section 8. Entire Agreement. The Contract as defined in Section 1 of the Agreement, and as may be amended in accordance with the Contract Documents, constitutes the entire understanding and agreement of the Parties with respect to the Scope of Work described in

Section 1 of this Agreement. The Contract supersedes and replaces all other oral or written agreements, understandings, negotiations, or discussions.

Section 9. Due Authority of Signatories. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

In witness whereof, each Party has executed this Agreement by and through signature of it's duly- authorized representative as set forth below.

_____ CONTRACTOR	_____ Fallbrook Union Elementary School District DISTRICT
_____ NAME	_____ Cynthia Martin NAME
_____ SIGNATURE	_____ SIGNATURE
_____ TITLE	_____ Associate Superintendent of Business Services TITLE

(Corporate Seal)

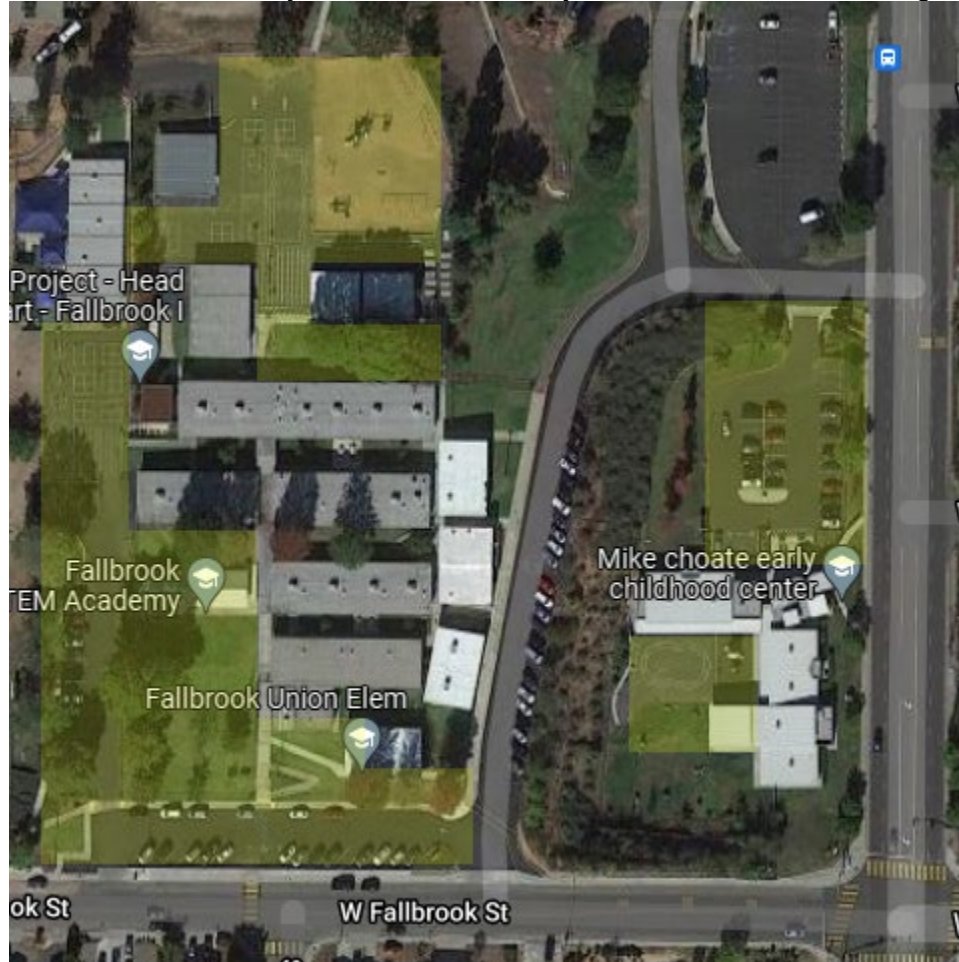
Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; <http://www2.cscb.ca.gov/>

(Business & Professions Code, section 7030)

ATTACHMENT A (Coverage Maps)

Fallbrook STEM Academy & Mike Choate Early Childhood Center Coverage Map



La Paloma Elementary School Coverage Map



Live Oak Elementary School Coverage Map



Maie Ellis Elementary School Coverage Map



Potter Junior High School Coverage Map



William H. Frazier Elementary School Coverage Map

