

**LAKESIDE UNION SCHOOL DISTRICT
12335 Woodside Ave.
Lakeside, CA 92040**

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP
REQUEST FOR PROPOSAL**

E-Rate Funding Year 2024-2025

**470 # 240001021
Submittals due on or before:
2:00 pm PST on November 17, 2023**

**ATTN: Brian Beisigl
Technology Manager
LAKESIDE UNION SCHOOL DISTRICT
12335 Woodside Ave, Lakeside Union CA 92040**

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
Brian Beisigl at
bbeisigl@lsusd.net

TABLE OF CONTENTS

<u>DOCUMENT TITLE</u>	<u>PAGE(S)</u>
NOTICE OF REQUEST FOR PROPOSAL (RFP)	3
PART I – INTRODUCTION	5
PART II – INFORMATION FOR PROPOSERS	7
PART III – CONTENTS OF PROPOSALS	17
PART IV – BID SUBMITTAL REQUIREMENTS	20
PART V – EVALUATION AND SELECTION PROCESS	21
CONTRACTOR AGREEMENT	23
REQUIRED FORMS	29
PROPOSAL QUOTATION SHEET	42

***Must be completed in their entirety, signed and returned with your proposal package.**

LAKESIDE UNION SCHOOL DISTRICT

NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that the Lakeside Union School District of San Diego County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to but not later than **2 pm PST on November 17, 2023** sealed proposals for the award of a contract for **Lakeside Union School District WAN and Internet Services E-rate 2024-2025 RFP**.

The District is seeking proposals for a Wide Area Network and connection to San Diego County Office of Education (current ISP), 6401 Linda Vista Road, San Diego, CA. 92111 or, as an option, provide Internet service, as well.

Conditions for Support that include Charges for Lease of On-Premise C1 Managed Service Equipment will be provided by the same service provider that provides the eligible telecommunications or Internet access service of which it is a part.

Vendor must include cost and Manufacturer SKU number of Category One Leased On-Premise Routers. Vendor is responsible for verifying with USAC that C1 Leased On-Premise Routers are E-Rate eligible prior to submitting Response. If C1 Leased On-Premise Routers are not eligible, or are only partially eligible, for e-rate discounts, vendor must clearly state this in the response.

District has the option to exclude the Category One Leased Routers from the contract if they are not e-rate eligible.

Each proposal must conform and be responsive to this Notice of Request for Proposal, the Information for Proposers, the Specifications, and all other documents comprising the pertinent contract documents. Copies of the contract documents may be obtained on or after October 9, 2023 via request by email at purchasing@lsusd.net or visit our website at www.lsusd.net, under Departments>Business Services>Purchasing or on the USAC website of <https://www.usac.org/sl/> in the EPC portal.

The District intends to obtain maximum funding discounts under the Federal Communications Commission's E-Rate program and under the California Utilities Commission's California Teleconnect Fund (CTF) for eligible services procured as a result of this RFP. Qualified vendors must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal, and vendors must be willing to accept payment and provide billing per the terms of the E-Rate program.

Such sealed proposals shall be received at the location specified below, and shall be opened at the stated time and place. This is a non-public opening.

Lakeside Union School District
12335 Woodside Ave., Lakeside CA 92040

Date of Opening: November 17, 2023
Time of Opening:
2 pm PST (Non-Public Opening)

The class(es) of California contractor's license(s) required in order to bid on and perform the contract for this Project will be dependent on the scope of work needed to furnish the services outlined in the bid documents.

Note: Completion of this contract may require a service provider to install equipment and cabling which will increase the scope of this bid and cause it to become subject to **public works bidding requirements**.

The successful bidder and each of its subcontractors of any tier 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"). A copy of the per diem rates of Prevailing Wages applicable to the Project is on file and available for review at <http://www.dir.ca.gov/dlsr/pwd/index.htm>

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

No proposer may withdraw its proposal for a period of sixty (60) days after the date set for the receipt of proposals.

The Lakeside Union School District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable state and federal laws and regulations. The District office monitors compliance. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.

PART I – INTRODUCTION

- 1. BACKGROUND:** The Lakeside Union School District (“District”) is a public school district located in San Diego County, California.
- 2. STATEMENT OF WORK:** The District is requesting proposals from qualified Telecommunications and Internet Service Providers who meet or exceed the requirements stated in the Request for Proposal. The District plans to apply for E-Rate funding under this contract and as such requires all vendors participating in this opportunity to be registered with the Universal Service Administration Company, Schools and Libraries Division, E-Rate Program, prior to proposal submission. Vendor must maintain active status throughout the term of the contract.

The District is seeking proposals for a Wide Area Network and connection to San Diego County Office of Education (current ISP), 6401 Linda Vista Road, San Diego, CA. 92111 or, as an option, provide Internet service, as well.

Conditions for Support that include Charges for Lease of On-Premise C1 Managed Service Equipment will be provided by the same service provider that provides the eligible telecommunications or Internet access service of which it is a part.

Vendor must include cost and Manufacturer SKU number of Category One Leased On-Premise Routers. Vendor is responsible for verifying with USAC that C1 Leased On-Premise Routers are E-Rate eligible prior to submitting Response. If C1 Leased On-Premise Routers are not eligible, or are only partially eligible, for e-rate discounts, vendor must clearly state this in the response.

District has the option to exclude the Category One Leased Routers from the contract if they are not e-rate eligible.

The District, located at 12335 Woodside Ave., Lakeside CA 92040 currently connects to San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA. 92111 over a 2GB circuit. The District currently has a Wide Area Network with two 100MB and eight 250MB fiber connections between district campuses and a hub bandwidth of 3GB. The District wishes to maintain the same bandwidth, with the option to increase in the future, if the needs of the District change. The District is seeking pricing for bandwidth and leased equipment for their WAN from 100MB-10GB and for their Internet service from 1GB-10GB. You may provide other increments. Leased routers must be able to handle growth in bandwidth and our current configuration of E911 and Fax/Pots lines at sites.

The vendor shall affirm that the solution will work with the existing equipment or include an itemized list of the equipment required to facilitate their solution.

Vendor must configure any leased equipment provided as part of the contract, turn up circuit, provide connectivity monitoring 24 hours a day, 365 days a year, and must have a proven

track record in the management of WAN and Internet services.

It is the vendor's responsibility to notify District staff of all planned outages a minimum of 48 hours in advance. Information provided shall include start date and time, anticipated end date and time, and a reasonable explanation of the purpose of the outage and a vendor provided reference ID/ticket number.

The vendor must also notify designated District staff of all unplanned network outages within thirty (30) minutes after the commencement of the outage. Information provided shall include the anticipated repair date and time, an explanation of the reason for the outage and a vendor provided reference ID/ticket number. Within two (2) hours after repairs are completed, District will be provided with a detailed explanation of the nature of the outage and its resolution.

3. **TERM:** The District is requesting that the selected vendor enter into a multi-year contract for E-Rate eligible equipment and services with the option to extend the contract on an annual basis if mutually agreed upon, and determined to be in the best interest of the district. The initial contract period will be from July 1, 2024-June 30, 2027 or upon contract expiration of existing contract for 36 months. The District may extend the contract for two additional one-year terms, if mutually agreed upon, for a maximum of five (5) years.
4. **VENDOR REQUIREMENTS:** The vendor must meet or exceed minimum qualification requirements as described herein. All submitted bids must provide at a minimum, all requested information contained within the bid package. **Any portion not included in the proposal may be cause for rejection by the District.** The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the Bid.

All information submitted is to be considered public knowledge and will be subject to the California Public Records Act or any other applicable laws.

QUESTIONS CONCERNING RFP: Any questions regarding or pertaining to this RFP must be requested prior to 10:00AM and are to be directed **via e-mail only** to Brian Beisigl, Technology Manager, at bbeisigl@lsusd.net.

Requests for Information/Clarification: All questions pertaining to this RFP must be requested by **10:00 a.m. on October 30, 2023. By 4:00 p.m., November 9 2023**, the District will respond to all questions timely submitted. All questions and the District's responses will be provided on the Bid page of the District's website: <http://www.lsusd.net> and uploaded to Form 470 #240001021. It is the vendor's responsibility to check the website frequently to ensure all addendums and clarifications regarding this bid have been reviewed and submitted, as required. Questions received after the date and time referenced above will not be addressed.

PART II – INFORMATION FOR PROPOSERS

1. TIMELINE:

RFP Questions Due from Proposers	10/30/2023 - 10 am PST
RFP District Response to Questions Due	11/9/2023 - 4 pm PST
Interviews	To be scheduled, if needed
Award of Contract	Upon Board Approval

2. PROPOSALS: Proposals to receive consideration shall be made in accordance with the following instructions.

- a. Proposals shall be made upon the form therefore obtained at the office referenced above and properly executed. Proposal forms shall be completed by writing in ink or by typewriter. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.
- b. Before submitting a proposal, proposers shall carefully read the specifications and the forms of other 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 Contract. No allowance will be made because of lack of such examination or knowledge.
- c. The decision as to acceptability of items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.
- d. Proposals shall be delivered to the District, at the office indicated on or before the day and hour set for the opening of proposals in the NOTICE OF REQUEST FOR PROPOSAL. The proposal is to be submitted in a sealed envelope bearing the description of the proposal call, and the name of the proposer. Vendor must submit two original “hard” copies and one electronic copy (.pdf) on a “thumb drive” of its proposal to the District. It is the responsibility of the proposer to ensure that its proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.

3. PRICES: Pricing is to be submitted on the enclosed Proposal Quotation Form, included in this RFP packet. Corrections may be inserted prior to the proposal opening. Changes must be made in ink and initialed by the person signing the proposal or by his/her authorized representative.

4. TAXES: For the purposes of this RFP, any applicable taxes, fees or government surcharges

shall be itemized separately on the quotation Page. Federal excise taxes are not applicable to public school districts.

5. **BID NEGOTIATIONS:** A proposal to any specific requirement of the Request for Proposal with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.
6. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the District during the time of the proposal process or forming a part of the documents issued to the proposer for the preparation of its proposal shall be covered in the proposal and shall be made a part of the Contract. Any additions or corrections will be addressed in the form of addenda that will be uploaded to the district website and to the Form 470.
7. **WITHDRAWAL OF PROPOSALS:** Any proposer may withdraw its proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals.
8. **AWARD OR REJECTION OF PROPOSALS:** The Contract will be awarded to the successful vendor based on the selection criteria outlined in this request for proposals. The Governing Board of the District, however reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in the proposal process. If a proposal fails to conform to requirements set forth in the Notice Inviting Proposals, or any of the other Contract Documents (including, without limitation, if the District determines that the proposal is unintelligible, internally inconsistent or ambiguous), the District may reject the proposal as not responsive to the Notice of Request for Proposal. The District may, but is not required to, seek information from any vendor that may resolve an ambiguity in the vendor’s proposal.
9. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** No vendor may withdraw its proposal for a period of sixty (60) days after the date set for the opening thereof.
10. **AGREEMENT:** The form of Agreement, which the successful vendor, as “Contractor,” will be required to execute, is included in the contract documents and should be carefully examined by the vendor. The Agreement will be executed in two (2) original counterparts. The complete Contract consists of the following documents (i.e., the “Contract Documents”): Notice of Request for Proposal, Introduction, Information for Proposers, Contents of Proposals, Submittal Requirements, Evaluation and Selection Process, Agreement (including all modifications thereof and duly incorporated therein), Proposal Form, Renewal Clause, Payment Terms, Non-Collusion Affidavit, Workers’ Compensation Certificate, Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion, Affirmative Action Program form, Drug-Free Workplace Certification, Fingerprinting/Criminal Background Investigation Certification, Designated Subcontractors List, Proposal Quotation Sheet, References, Performance Bond, Payment Bond, Specification Addenda (if any), and

the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in the Contract.

- 11. INTERPRETATION OF DOCUMENTS:** If any vendor submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, the vendor may submit a request for an interpretation or correction thereof to:

Brian Beisigl
Technology Manager
Lakeside Union School District 12335 Woodside Ave., Lakeside CA 92040
bbeisigl@lsusd.net

All questions and inquiries regarding this RFP shall be submitted via email only on or before October 30, 2023.

It is the vendor's responsibility to verify existing conditions. The vendor must verify all such information prior to submitting its proposal and again prior to work affected by existing conditions.

Any interpretations or corrections of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be uploaded to the district website and to the Form 470. The District will not be responsible for any other explanations or interpretations of the contract documents. Any Addenda issued during the time of bidding, or forming a part of the documents loaned to the vendor for the preparation of its proposal, shall be made a part of the Contract.

- 12. VENDORS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers. **No person, firm, or corporation who has participated in the preparation of any of the specifications described in this Contract shall be allowed to submit a proposal; a proposal by such a person, firm or corporation shall be determined to be nonresponsive.**

- 13. ASSIGNMENT OF CONTRACT:** No assignment by the successful firm of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the successful firm, will be recognized by the District unless such assignment has had the prior written approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

- 14. PERMITS AND LICENSES:** The vendor and all of the vendor's 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 all applicable federal, state, county, and city requirements.
- 15. CONTRACTOR/SUBCONTRACTOR REGISTRATION:** A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code § 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. On or after such dates, the District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.
- 16. NON-COLLUSION AFFIDAVIT:** All vendors submitting a proposal in response to the Notice For Proposal are required to sign the Non-Collusion Affidavit contained herein and submit it with their proposal.
- 17. WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the successful vendor shall secure the payment on compensation to its employees. The successful vendor shall sign and file with the District the following certificate prior to performing the work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certification is included as part of the Contract Documents. Each vendor shall sign the certificate and submit it with its sealed proposal.
- 18. HOLD HARMLESS:** The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.
- 19. INSURANCE:** The successful vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation

Acts, which may arise from operations under a contract with the District. The successful vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

- a. A Certification of Insurance confirming \$1,000,000 combined single limit general liability coverage, automobile liability coverage, professional liability coverage, and contractual liability coverage, all forms naming the **Lakeside Union School District** as an additional insured and copies of the endorsements to the policies naming the **Lakeside Union School District** as an additional insured.
- b. Proof of workers' compensation coverage.

20. CONFLICTS CHECK: The District reserves the right, before any contract award is made, to require any firm to whom it may make a contract award, to do a conflicts check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected firm if its conflicts check reveals actual conflicts, and go to the next preferred firm.

21. FILING A PROTEST: Following the opening of the proposals, the District will issue a notice of intent to award the contract. The notice will identify the vendor to whom the District intends to award the contract and the date, time, and place of the District's Governing Board meeting during which the award of the contract will be considered. Any vendor submitting a proposal may file a protest with the District Superintendent in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g. by telephone) or any protests sent by electronic mail (e-mail). In order for a protest to be valid and considered by the District the protest must: (a) be filed not later than 4:00 p.m. on the fifth (5th) business day following the date of issuance of the District's notice of intent to award the contract; (b) clearly identify the vendor on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the vendor for purposes of the protest; (c) clearly identify the specific proposal process, proposal, or intended award of contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest. All matters not set forth in the written protest shall be deemed waived.

If a protest filed by a vendor does not comply with each and every one of the foregoing requirements, the District shall reject the protest as invalid. If a vendor files a valid protest, the District Superintendent or designee shall review the protest and all relevant information and documents. The District Superintendent or designee may also convene a meeting with the protesting vendor in an attempt to resolve the issues raised in the bid protest. Within five

(5) business days of receipt of the written protest, the Superintendent or designee shall provide the protesting vendor with a written statement concurring with or denying the written protest.

The vendor may appeal the Superintendent's or designee's decision to the District's Governing Board by providing written notice to the Superintendent no later than three (3) business days following the date of issuance of the District's written statement regarding the protest. The Board will not act upon a protest unless each of the preceding steps has been exhausted. Should an appeal be requested, the protest will be referred to the Board, along with all documentation and correspondence regarding the protest. The Board will render a final determination by taking action to adopt, modify, or reject the protest. Action taken by the Board shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District, or the Board.

The issuance of a written statement by the Superintendent or designee and subsequent action by the Board shall be conditions precedent to the institution of any legal or equitable proceedings related to the proposal process, the District's intent to award the contract, the District's disposition of any protest, or the District's decision to reject all proposals.

The procedures and time limitations set forth above are mandatory and shall be the protesting vendor's sole and exclusive remedy in the event of a bid protest. No vendor may rely on a protest filed by another vendor as a means of satisfying such requirements. Failure to comply with these procedures shall constitute a waiver of the right to pursue the bid protest, including the initiation of legal proceedings.

22. METHOD OF AWARD AND EVALUATION: The award of the Contract will be made as one lot, to the responsive vendor whose proposal is scored by the District's evaluation team, with the highest point total based on the Evaluation Criteria and maximum point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

Screening and Evaluation of Proposals

Each proposal will be reviewed based on the criteria set forth in the RFP. The vendor selection process will include the following evaluation and point assignment/rating criteria:

***E-Rate Eligible Cost/Pricing (40 points maximum)** – Costs of services provided on Price Quotation Sheet, with the lowest price receiving the highest point value.

***Methodology and Service Level (30 points Maximum)** – Cutover and implementation plan for implementing technology, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

***Strength of Vendor and References (20 Points maximum)** – Financial soundness, stability, qualifications, and depth of knowledge of the vendor's staff, acceptability of the references presented by the vendor.

***Experience and Knowledge (10 Points maximum)** – Experience in providing, installing and maintaining Telecommunications services for customers.

Additional Criteria to be considered in the evaluation, if needed:

- Ease of transition
- Technology is current and service can scale up without major upgrades
- Prior experience with the school district for like services
- Local/in-state vendor

In its discretion the Governing Board may award a contract for the project to a responsive vendor, or may reject all proposals and may, but is not required to, rebid the project. If the Governing Board awards a contract for this proposal, it will be to the vendor who secured the highest point value based on the factors identified in the Information for Proposers. If two or more responsive vendors' proposals receive the same highest point value, the District shall determine the successful vendor by means of a drawing a name out of a hat.

23. PREPARATION OF PROPOSAL: Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the RFP is solely the responsibility of the contractor. The District accepts no liability or responsibility whatsoever for the cost of the preparation or presentation of the proposal.

24. NEWS RELEASES: News releases pertaining to the RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

25. INDEPENDENT PRICE DETERMINATION: By submission of a proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to award directly or indirectly to any other proposer or to any competitor; and
- c. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- d. Each person signing the proposal certifies that he/she:
 - i) Is the person in the vendor's organization responsible within that organization for

- the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to section 25 a, b, c or d above; or
- ii) Is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 25 a, b, c or d above.

26. DELIVERY OF BONDS, CERTIFICATES, ETC.: Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, certificate of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor, or may reject all proposals and call for new proposals.

27. EQUAL OPPORTUNITY EMPLOYER: The District is an Equal Opportunity Employer. The vendor, in submitting its proposal certifies that it is an Equal Opportunity Employer, and certifies that it is in compliance with the Civil Rights Act of 1964, the California Fair Employment & Housing Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

28. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The vendor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and Labor Code Section 1735. In addition, the vendor agrees to require like compliance by any subcontractors employed to perform any work or services on the Contract.

29. FINGERPRINTING OF DISTRICT CONTRACTORS: Upon notification of award, the successful vendor shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code sections 45125.1 and 45125.2.

30. TOBACCO-FREE DISTRICT: The District prohibits the use of tobacco, whether smoked or smokeless on any District property.

31. PUBLIC WORKS: To the extent the project is considered to be a public works project, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

Public Works Project. The Project is a “public work” and “public project” within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable legal requirements. Therefore, the performance of the Work is subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions For Bidders. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder represents and warrants that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

Registration With DIR. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5. Each bidder must complete, execute, and submit with its bid the “Certification Regarding Contractor Registration” form included in the Required Bidding Forms.

Subcontractor Eligibility and Licensing. The Successful Bidder shall in no event permit a subcontractor to perform any of the Work if that subcontractor is ineligible to work on a public works or public project. Each subcontractor that the Successful Bidder intends shall perform any portion of the Work must be licensed in accordance with law by the Contractors State License Board prior to commencing its portion of the Work.

Prevailing Wages and Labor-Law Compliance Monitoring. The Successful Bidder and each of its subcontractors of any tier shall pay not less than the applicable Prevailing Wages for each craft or type of worker needed to execute the Contract. A copy of the per-diem rates of Prevailing Wages applicable to the Work is on file with the District and is available for review at the location specified in the Notice Inviting Bids as the Place for Submitting Bids, and a copy will be posted at the Project Site. If so provided in the Special Provisions, the Work will be subject to monitoring by the DIR as to compliance with labor-law requirements, as described in more detail in the General Provisions.

Fingerprinting and Employee Background Checks. If so specified in the Special Provisions, the Contractor, prior to entering in or upon the Project Site for purposes of commencing the Work, must comply with the requirements for employee background checks set forth in Section 10.3 of the General Provisions. The District reserves the right to subsequently alter such determination in appropriate circumstances, including, without limitation, in any case that the time for performance of the Work has been or will be extended beyond the time specified in the Master Schedule. The District may impose other requirements designed to protect students regardless of whether it requires such employee background checks. The Successful Bidder shall be responsible for compliance with any and all such requirements with respect to its own employees and the employees of its subcontractors.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the successful vendor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the successful vendor, without further acknowledgement by the parties.

32. E-RATE REQUIREMENTS: The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by USAC, throughout the term and any extensions agreed upon between the vendor and District, as a result of this RFP.

Prices are to remain firm through SLD approval, execution, and duration of the contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with a new price sheet sent to the District.

The successful vendor shall be responsible for providing the District on a timely basis with the applicable E-Rate documents (such as the item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the vendor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District.

In the event that E-Rate discounts are not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this RFP.

Vendors wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the FCC website at <http://www.usac.org>

- 33. CALIFORNIA TELECONNECT FUND (CTF) REQUIREMENTS:** The successful Contractor shall be responsible for providing the District with the applicable CTF discounts.
- 34. AWARD OF CONTRACT:** The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to terminate the RFP and any documents associated with the RFP, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. The District reserves the right to make an award of this contract at any time up to 90 days from the date of bid opening.
- 35. CONTACT WITH GOVERNING BOARD:** Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any board member during the proposal process on any project on which the agent intends to or has submitted a proposal. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact come to light after the contract is awarded and the entity was deemed the successful vendor, the Board reserves the right to cancel any contract awarded.
- 36. PRIVACY:** The District will open and review proposals privately to assure confidentiality and to avoid disclosure of the contents to competing Service Providers prior to and during the review and evaluation process. The District, may, upon applicable request, disclose any proposal to the extent it is a public record in accordance with California law.
- 37. GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.
- 38. THE CONTRACT:** The vendor to whom the award is made shall be required to enter into a written contract with the District. The specifications and the vendor's proposal will be attached to, and become a part of the final Contract Documents.

PART III – CONTENTS OF PROPOSALS

- 1. DESCRIPTION OF FIRM(S):** Provide a brief description of your firm, as well as any other firms joining with your firm to provide services. This description should include a history of the firm(s) and a recent financial statement. List and describe the state and federal licenses, certificates and legal authorizations (i.e., CPUC number, FCC ID number or license, etc.) that you hold which allow the provision of services requested in the RFP. The successful vendor will be required to provide the District with copies of the actual licenses and certificates held.

- 2. EXPERIENCE AND QUALIFICATIONS OF FIRM(S):** Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining telecommunications services for similarly-sized customers. Indicate the prior experience of your firm that you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

The successful vendor hereby agrees to bind every subcontractor by the terms and conditions of this Contract as far as such terms and conditions are applicable to the subcontractor(s) work. If the successful vendor subcontracts any part of this Contract, the successful vendor shall be as fully responsible to the District for acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by the successful vendor. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and the District.

Subcontractor Requirements: Any subcontractors performing services in connection with this contract must be fully listed and detailed in the proposal submitted by the vendors. State any work proposed to be provided by the subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. Include descriptive information concerning the subcontractor's organization and abilities. Use the form on Page 38 to identify subcontractors. For each proposed subcontractor, include the firm name and address, Contractor's License number, management contact person, and a complete description of work to be subcontracted.

- 3. PROPOSED METHODOLOGY FOR PROVIDING SERVICES:** Describe the methodology by which you would implement services for the District. Please include your implementation plans; the construction phase, if any; the time frame in which services will be implemented; any testing that will be required, and the cutover and how this will be implemented, keeping in mind the cutover cannot in any way disrupt instructional hours and may require after hours or weekend work. Also describe the process in which services can be scaled up in the event the District would need to upgrade the service levels to meet increased demands.
- 4. SERVICE LEVELS PROVIDED:** Provide your Service Level Agreement. Also, describe how problems will be addressed, and include problem escalation procedures and restoration time periods for all services proposed. Also identify how billing will be incurred during the implementation process.
- 5. REFERENCES:** Provide information for your three (3) most recent customers for whom your firm provided services similar in scope to those being proposed. The references should be local to the San Diego region and preferably participants of the E-Rate program. State your role in this project. Provide the customer's business name, name of contact person, title, phone number and email address of the individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance if you are among those selected for consideration.

- 6. SERVICES:** Provide responses to the following questions and requests for information:
- Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
 - How frequently are accounts, including invoices, reviewed by the account team?
 - Is 24-hour customer service included? If so, please provide methods of access.
 - Do you have a local office for service? Will the District’s account team be located in San Diego for the duration of the contract?
 - Do you have a single point of contact assigned for assistance, such as adds, changes or billing questions? Also, vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
 - What type of managerial reports are offered (i.e., by number, location, usage, availability, etc.)?
 - Can these managerial reports be customized?
 - All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement.
- 7. COSTS AND PRICING:** The “Quotation Page-Pricing” included herein on Page 41 must be used for this section and must be completed in its entirety. Provide all required information and all costs, including all applicable cutover charges, installation (if applicable), account set up charges, fees, taxes and surcharges. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees.
- 8. BILLING:** Billing shall be provided on an individual circuit basis, in addition to a summary bill and will contain full detail. All billing/invoicing shall be in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein.

Vendor shall describe if a single account representative is available for billing assistance, and if so provide contact information. Describe available billing assistance.

Vendor shall describe the methodology for resolving billing issues. The vendor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.

Vendor must describe its policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired?

- 9. NETWORK CAPABILITIES:** Vendor must provide a brief overview of its network capabilities, particularly in regard to reliability, redundancy and fault tolerance.
- 10. EVIDENCE OF RESPONSIBILITY:** Vendors shall submit, with their proposals all necessary evidence showing their financial resources, experience in the type of work

being required by the District, organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of the vendor's responsibility to perform may result in rejection of the proposal.

11. OTHER DOCUMENTS OF AGREEMENT: Vendors submitting proposals that require the District to sign additional contractor agreement documents (e.g., Service Level Agreements) must submit all such documents in their entirety and in original form with their Proposal. Documents not submitted with the proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, vendors shall note on such documents that the District's terms and conditions contained in this document take precedence over any and all conflicting language found in the vendor's documents.

PART IV – BID SUBMITTAL REQUIREMENTS

1. **NUMBER OF COPIES:** Each vendor must submit two original "hard" copies and one electronic copy (.pdf) on a "thumb drive" of its proposal to the District.
2. **PAGE FORMAT:** The font size of the text included in the proposal must not be less than 11-point, and a proposal must be no more than 40 single-sided pages, or 20 double-sided pages in total length, not including attachments, tab pages, dividers et cetera. The proposal should be submitted in the following order:
 - a. Cover page, identifying RFP #, company/vendor name, authorized person responsible for completing the proposal and his/her contact information. (Limited to 1 single-sided page.)
 - b. Introduction Statement. (Limited to 1 single-sided page.)
 - c. Contents of Proposal – RFP Part III, Sections 1-11. (Limited to 4 single-sided pages, or 2 double-sided page per section.)

All District provided forms requiring signature or information, completed and submitted in numerical page order. (Pages 29-45)

- d. Additional information provided by vendor, if desired. (Not to exceed 6 single-sided pages; or 3 double-sided pages.)

RESPONSES MUST BE SEALED: Responses must be sealed in an envelope or box and identified with the following information:

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

Company or vendor name, date due and the time due.” If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

3. **ADDRESS FOR SUBMITTING RESPONSES:** Responses must be addressed and sent or delivered to the address specified in the Notice of Request for Proposal.

4. **METHOD OF DELIVERY:** Copies of a vendor’s proposal (hard copies and an electronic copy on a “thumb drive”) may be sent to the District by any method desired, with the following exception: the District will NOT accept any submittal sent by facsimile transmission, e-mail, or other electronic means.

5. **RESPONSIBILITY FOR DELIVERY OF PROPOSALS:** Each vendor shall be solely responsible for ensuring that its proposal is received by the District prior to the deadline specified in this RFP. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.

6. **DEADLINE FOR SUBMITTING RESPONSES:** The deadline for submitting proposals in response to the RFP is the date and time set forth on the cover page of this RFP.

PART V – EVALUATION AND SELECTION PROCESS

1. **DISTRICT’S DISCRETION:** The purpose of this RFP is to assist the District in selecting an experienced and qualified Telecommunications Service Provider, based on price and overall evaluation, as outlined in #22, determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a Service Provider as the District deems appropriate in order to secure the most cost-effective solution for the District. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Service Providers by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all Service providers that respond to this RFP.

2. **TIMING FOR SELECTION:** The District anticipates awarding the contract by December 2023 Board Meeting with the goal of entering into an agreement to fulfill the requirements of the E-Rate program and having a signed agreement in place in order to apply for E-Rate funding for the 2024/2025 Program funding year. However, the District reserves the right, in its sole discretion and at any time prior to entering into any such

agreement, to alter its anticipated scheduling as related to selection of a Service Provider.

- 3. EVALUATION CRITERIA:** The criteria set forth in this RFP will be the basis on which the District makes its award, with price being most heavily weighted factor in the decision. Not all of the criteria set forth in the evaluation to determine the best fit for the District can be completely objective. The District will make its determination based on the best interests of its students, faculty, staff and business operations of the District. The District's decision will be final.

Each proposal will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

CONTRACTOR AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 20____, by and between the _____ School District, a school district organized and existing under the laws of the State of California (“District”) , and _____ (“Contractor”) for:

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

I
TERM

The term of this Agreement shall commence upon execution of this Agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from July 1, 2024- June 30, 2027. Upon mutual agreement by both parties (i.e., Contractor and the District), this Agreement may be renewed for additional one-year terms not to exceed a total of five (5) years.

II
SCOPE OF WORK

The Contractor shall perform the Contract within the time stipulated as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the Contract herein mentioned, in strict compliance with the Contract Documents as specified in Section III below.

III
NON-FUNDING OF E-RATE OR CTF

The District’s obligation to procure services provided under this Contract are contingent upon District receiving a fully funded E-Rate Funding Commitment Decision Letter (FCDL) for each year of eligible services and being able to fully participate in the CTF program. No termination liability penalties will apply if either E-Rate money discounts are denied, reduced, or discontinued, or if the CTF discounts are denied, reduced or discontinued.

IV
NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid

beyond the fiscal period for which funds have been appropriated and allocated.

V

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement.

VI

CONTRACT PRICE

The District shall pay to the Contractor \$ _____ ([AMOUNT SPELLED OUT]) as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs as specified in the executed pricing sheet(s) incorporated herein by reference.

VII

COMPONENT PARTS OF THE CONTRACT

The Contract entered into by this Agreement consists of the following Contract Documents (referred to herein as the "Contract" or the "Contract Documents"), all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice of Request for Proposal
- Introduction
- Information for Proposers
- Contents of Proposals
- Submittal Requirements
- Evaluation and Selection Process
- Agreement
- Proposal Form
- Renewal Clause
- Payment Terms
- Non-Collusion Affidavit
- Workers' Compensation Certificate
- Affirmative Action Program
- Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification
- Designated Subcontractors List
- Proposal Quotation Sheet
- References
- Performance Bond
- Payment Bond
- Specification Addenda Nos. ____, ____, ____, as issued

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

supersede any prior agreement of the parties.

VIII

THE DISTRICT'S INSPECTOR

All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.

IX

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

X

HOLD HARMLESS

Contractor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

1) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or services called for in the Contract Documents.

2) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

- 3) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.
- 4) Breach of any warranty, express or implied.
- 5) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.
- 6) Products installed in or used in connection with the work or services performed.
- 7) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

XI

ATTORNEYS' FEES

If suit is brought by either party to this Agreement to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

XII

INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR

The Contractor shall maintain insurance adequate to protect it from claims under workers' compensation acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the Contract in amounts specified in the Information for Proposers. The Contractor shall be required to file with the District certificates of such insurance. The failure to furnish such evidence may be considered default by the Contractor.

The Contractor and all of its 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 covered under this Contract. All operations and materials shall be in accordance with the law.

XIII

ENTIRE AGREEMENT

The Contract, which consists of all of the documents listed in Section VII above, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreement between the parties, oral or written.

XIV
EXECUTION OF OTHER DOCUMENTS

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

XV
EXECUTION IN COUNTERPARTS

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

XVI
BINDING EFFECT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other contract documents, understands them, and agrees to be bound by their terms and conditions. The Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

XVII
SEVERABILITY/GOVERNING LAW/CHOICE OF FORUM

If any provision of the contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Diego, subject to transfer of venue under applicable State law.

XVIII
AMENDMENTS

The terms of the contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

XIX
AUTHORITY TO EXECUTE

The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

DISTRICT:

[Contractor Name]

Lakeside Union School District

By: _____
[Name of Person Signing]

By: _____
[Name of Person Signing]

Title: _____

Title: _____

Date: _____

Date: _____

Governing Board Date: _____

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

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

(Business and Professions Code § 7030)

REQUIRED FORMS

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

PROPOSAL FORM

Board of Education
Lakeside Union School District

12335 Woodside Avenue
Lakeside, CA 92040

RE: Request for Proposal No. Erate 2024-2025 RFP

TO: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice of Request for Proposal, Information for Proposers, the Agreement, and all other documents forming a part of the proposal package, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company _____

Legal Status _____
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Address _____

Authorized Representative: _____
Signature

Name (print or type)

Title

Date

Telephone: (____) _____ Fax: (____) _____

E-mail Address _____

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP
RENEWAL CLAUSE**

If mutually agreeable, the District reserves the right to consider one-year extensions of this Contract, not to exceed a total of five years. Time of such extension is to begin the day after the end of the initial term of this Contract and will end a full calendar year thereafter. In addition, the District reserves the right to further extend this Contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the Contractor and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of a contract renewal, the District will consider the amount of the price increase stated by the vendor as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proven by a test of the market and/or submission of documents.

Vendor to indicate in space provided if it would accept option to renew for the following periods:

FIRST OPTION – July 1, 2027 through June 30, 2028

Yes No

Vendor to indicate in space opposite the MAXIMUM PERCENT price would increase if the contract is extended. _____% increase

SECOND OPTION – July 1, 2028 through June 30, 2029

Yes No

Vendor to indicate in space opposite the MAXIMUM PERCENT price would increase if the contract is extended. _____% increase

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

PAYMENT TERMS

Vendors are advised that cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.

Payment terms Net 30 or _____% _____ Days

Company Name _____

Signed _____

Printed Name and Title _____

Date _____

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

State of _____
County of _____

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer had not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has directly or indirectly colluded, conspired, connived, or agreed with any proposer of anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, 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 proposal are true; and further, that the proposer 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 proposal.

Signature of Corporate Office

Date

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.
3. By securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees.

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

Proper Name of Vendor

By: _____

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

BY _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this contract, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____, 20____, for the purposes of award of this contract.

BY _____
Signature

Typed or Printed Name

Title

Date

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

AFFIRMATIVE ACTION PROGRAM

This is an Equal Employment Opportunity Status Report. If the anticipated amount of the contract exceeds \$10,000, or if the anticipated annual amount of purchase orders placed with a vendor exceeds \$10,000, preparation of this form is required.

Firm Name _____ Telephone _____

Street Address _____ City _____ State _____

Zip Code _____ Number of Employees _____

This firm is:

_____ Independently Owned and Operated

_____ An Affiliate) Parent Company _____

or

_____ A Subsidiary) OF Address _____

or

_____ A Division) _____

Contractor Contractor
Has Has Not

_____ Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11246.

_____ Filed Equal Employment Opportunity Information Report EEO-1 when required

_____ Developed a written Affirmative Action Program.

Contractor's Equal Employment Opportunity Program has ____, has not ____ been subject to a Government Equal Opportunity Compliance Review. If so, when _____.

Signature _____ Date _____

Title _____

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

Company Name

Signature

Printed Name / Title

Date

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

**FINGERPRINTING/CRIMINAL BACKGROUND
INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the Lakeside Union School District (“District”) as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Contract (check all that apply):

- The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with _____ pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor’s employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor’s employees and its subcontractors’ employees is

Name: _____

Title: _____

- The Work on the Contract is at an unoccupied site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor’s responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

DESIGNATED SUBCONTRACTORS LIST

Vendor must list hereinafter the name and location of each subcontractor who will be employed, and the kind of work each will perform if the contract is awarded to the vendor. Vendor acknowledges and agrees that under Public Contract Code sections 4100 et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the vendor in or about the construction of the work in an amount in excess of one-half of one percent (1/2 or 1%) of the vendor's total bid proposal, and that as to any work that vendor fails to list, vendor agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

SUBCONTRACTORS FOR _____
(Company name)

SUBCONTRACTOR NAME _____

Contact Person/Title: _____

Portion of Work: _____

Address: _____

Phone Number:() _____ **Fax Number:()** _____

License Number: _____

~~~~~  
**SUBCONTRACTOR NAME:** \_\_\_\_\_

**Contact Person/Title:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:( )** \_\_\_\_\_ **Fax Number:( )** \_\_\_\_\_

**License Number:** \_\_\_\_\_

~~~~~  
SUBCONTRACTOR NAME: _____

Contact Person/Title: _____

Portion of Work: _____

Address: _____

Phone Number:() _____ **Fax Number:()** _____

License Number: _____

**Lakeside Union School District WAN and Internet Services
E-rate 2024-2025 RFP**

PROPOSAL QUOTATION SHEET

The District is seeking proposals for a Wide Area Network and connection to San Diego County Office of Education (current ISP), 6401 Linda Vista Road, San Diego, CA. 92111 or, as an option, provide Internet service.

Conditions for Support that include Charges for Lease of On-Premise C1 Managed Service Equipment will be provided by the same service provider that provides the eligible telecommunications or Internet access service of which it is a part.

Vendor must include cost and Manufacturer SKU number of Category One Leased On-Premise Routers. Vendor is responsible for verifying with USAC that C1 Leased On-Premise Routers are E-Rate eligible prior to submitting Response. If C1 Leased On-Premise Routers are not eligible, or are only partially eligible, for e-rate discounts, vendor must clearly state this in the response.

District has the option to exclude the Category One Leased Routers from the contract if they are not e-rate eligible.

The District, located at 12335 Woodside Avenue, Lakeside CA 92040, currently connects to San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA. 92111 over a 2GB circuit. The District currently has a Wide Area Network with two 100MB and eight 250MB fiber connections between district campuses and a hub bandwidth of 3GB. The District wishes to maintain the same bandwidth, with the option to increase in the future, if the needs of the District change. The District is seeking pricing for leased equipment (Routers on the District side) and bandwidth for their WAN from 100MB- 10GB and for their Internet service from 1GB-10GB. You may provide other increments.

The vendor shall affirm that the solution will work with the existing equipment or include an itemized list of the equipment required to facilitate their solution.

Vendor must configure any leased equipment provided as part of the contract, turn up circuit, provide connectivity monitoring 24 hours a day, 365 days a year, and must have a proven track record in the management of WAN and Internet services.

The locations for the WAN and leased routers are as follows:

Vendor is responsible for verifying with USAC that C1 Leased On-Premise Routers are E-Rate eligible prior to submitting Response. If C1 Leased On-Premise Routers are not eligible, or are only partially eligible, for e-rate discounts, vendor must clearly state this in the response. District has the option to exclude the Category One Leased Routers from the contract if they are not e-rate eligible.

School Site: (Lakeside, CA 92040)	100MB	250MB	500MB	750MB	1GB	2GB	3GB	4GB	5GB	10GB	Category One Leased Router or Managed Services Equipment, including Cost, Manufacturer and SKU	Taxes & Surcharges	Installation
Tierra del Sol - 9611 Petite Lane													
Riverview - 9308 Winter Gardens Blvd.													
Winter Gardens - 8501 Pueblo Rd.													
Lemon Crest - 12463 Lemon Crest Dr.													
Lakeview - 9205 Lakeview Rd.													
Lindo Park - 12824 Lakeshore Dr.													
Lakeside Farms - 11915 Lakeside Ave.													

District Office - 12335 Woodside Ave.												
Euc Hills - 11838 Valle Vista Rd.												
Transportation - 9707 Marilla Dr.												
NOC / Maintenance (Collector Circuit) - 9700 Riverview Ave.												
NOC (To SDCOE) - 9700 Riverview Ave.												
SDCOE - 6401 Linda Vista Rd. 92111 Bld. 6 - Room 601												

Service Provider _____

Submitted By (Agent) _____

SPIN Number _____

Email Address _____

****END OF PROPOSAL DOCUMENTS****