



**RFP 2021-03
REQUEST FOR PROPOSALS
for
Wide Area Networks (WAN) and
Internet Services E-Rate 2021**

Submittal Due on or Before:
December 8, 2020 at 11:00:00 AM

Deliver To:

Del Mar Union School District
11232 El Camino Real, Ste. 100
San Diego, CA 92130
Attention: Tiana Barton

For Additional Information Please Contact:
Tiana Barton, Business Services & Purchasing Supervisor
tiana.barton@dmusd.org

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

DEL MAR UNION SCHOOL DISTRICT
NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that the Del Mar Union School District of San Diego County, California (“District”), acting by and through its Board of Education (“Board”), will receive up to but not later than 11:00:00 AM, December 8, 2020, sealed proposals for E-Rate WAN and Internet Services.

Each Proposal must conform and be responsive to this Notice of RFP, the Information for Proposers, and all other documents comprising the pertinent Contract Documents. All interested parties may obtain a copy of the RFP package from the District’s Purchasing Department, 11232 El Camino Real, CA 92130; or via email request to tiana.barton@dmusd.org.

Proposals shall be received in the Purchasing Department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130 and shall be opened at the above-stated time and place. Responses must be sealed and clearly marked “**RFP 2021-03**”. Facsimile or electronic copies of the Proposal will not be accepted. It is the Proposers responsibility to ensure its Proposal is received in the Purchasing Department by the date and time specified above. Any Proposal that is received in the Purchasing Department after this date and time shall be deemed non-responsive and returned to the Proposer unopened.

The District intends to obtain maximum funding discounts under the Federal Communications Commission’s E-rate program for eligible services and equipment procured as a result of this Proposal. Qualified vendors must provide their Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Vendors must be willing to work within the requirements of the E-rate program and must be able to provide all necessary documentation and apply billing per the terms of the E-rate program.

All forms must be completed, signed, and returned with the Proposal. The Contract, if awarded, will be based on the evaluation criteria identified in the proposal documents, with price being the most heavily weighted criteria. **The District reserves the right to reject any or all proposals, to accept or reject any one or more items, or to waive any irregularities or informalities in the proposal or in the proposal process.**

The Del Mar 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’s programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. (Board Policy 0410.) The District Superintendent’s Office monitors compliance with these anti-discrimination requirements and may be reached at 11232 El Camino Real; CA 92130, (858) 755-9301. 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 Superintendent’s Office.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals. In the event of identical Proposals, the Board may determine by lot which Proposal shall be accepted per Public Contract Code § 20117.

Del Mar Union School District San Diego County, California
Publication: The Daily Transcript: November 9, 2020 and November 16, 2020

PART 1 – INTRODUCTION

1. **BACKGROUND:** The Del Mar Union School District (“District”) is a public-school district located in San Diego County, California. The District’s territory includes communities in Del Mar. The District serves approximately 4,128 students at 8 school sites and 1 new site in the planning stage.
2. **STATEMENT OF WORK:** The District is requesting proposals from qualified Telecommunications or Internet Service Providers who meet or exceed the requirements stated within the 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 WAN Ethernet or Internet Services from the Ashley Falls Elementary School, located at 13030 Ashley Falls Drive, CA 92130. to each school site, the District office, and Technology and Maintenance and Operations building. (See Attachment A for Site Listing)

The District is looking for a cost effective, reliable, high speed Ethernet or Internet solution. Currently, AT&T provides Switched Ethernet service (ASE) for Ashley Falls Elementary School, which is the hub, and 10 remote sites. The remote site circuits currently operate at 250 MB at each site. The Technology and Maintenance and Operations building circuit currently operates at 100MB. Our connection to the San Diego County Office of Education, which provides Internet service, is currently a 1GB circuit. The network topology consists of the Ashley Falls Elementary School as a hub, with connections to each school location, the District Office, and Technology, Maintenance and Operations building.

The District wishes to increase service levels provided by the existing ASE service to 1GB at each site, with the option to increase bandwidth in the future if necessary. Therefore, the District is requesting proposals for WAN Ethernet and/or Internet services that can be implemented in a cost-effective way, and with assurances of reliability, performance, capacity, and room for growth.

Proposed services must support data, voice and video communications between the District Office and school sites. Provider must support Quality of Service levels to data traffic to provide priority to designated network applications such as Voice over IP.

The District is currently undergoing two (2) construction projects that will require services be activated at a later time within the initial contract term.

The Del Mar Heights School previously had service but is currently inactive during the School Rebuild Project.

Pacific Highlands Ranch School #9 is a brand-new school and will require services be activated June 2022. Dates are approximations and subject to change.

The District prefers to provide and manage its own data network routers in order to maintain control of its internal network addressing, quality of service, and equipment. All equipment currently owned and operated by the District is manufactured by Cisco Systems. Provider services and equipment will need to fully integrate with the Districts equipment. If managed services are offered, responses need to indicate how the provider will consider District’s needs about network

addressing, quality of service, and equipment configuration to meet District's needs, and problem resolution.

Proposals must specify the cost of installation, including any construction work and recurring service charges. For cost calculations consider that at all sites the MPOE and DMARC reside in the same closet. The District will provide a fiber run from the DMARC to the Main Distribution Frame (MDF) location at the sites where it is necessary. All closets have a back board with enough space to accommodate connections to the provider's services. There is electrical power and outlets in all closets for service provider's equipment, if required.

Responses to this RFP solicitation should include a detailed description of the network design, technologies used, and diagrams of proposed solution. The District also requires details on Customer Premises Equipment (CPE) needed to connect the District's internal networks to high speed optical network services, including description of physical interfaces needed to connect District's equipment to provider's equipment, as well as the cost to the District, if any.

Proposals must include details of Service Level Agreement (SLA) terms applicable to the services being requested in this RFP. This information should indicate uptime rating, timeframe for resolution of service interruption, as well as what penalties against the service provider and how they are applied when the service provider fails to comply with SLA terms.

The Proposer must have a proven track record in the management and provisioning of high-speed optical network services.

All eligible vendors must have repair facilities and maintenance and repair crews in San Diego County. Technicians must be able to respond to problem calls within two (2) hours for repairs. It is imperative that service problems be addressed as quickly as possible for the safety of our student population.

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, the District will be provided a detailed explanation of the nature of the outage and its resolution.

At the time of transition to a new service provider, the provider must ensure service will be switched over to its network without significant interruption of communications between all our remote sites and the District office.

The District will not be obligated to purchase the services described herein.

The District plans to use E-Rate discounts for all requested services. All Proposers must have a Service Provider Identification Number (SPIN), which is distributed by the Universal Services Administration Company (USAC).

The District plans to request discounts under the California Teleconnect Fund (CTF) program. Provider's services must be eligible for CTF discounts.

The District will honor only one Proposal per vendor. Where multiple agents of a single vendor submit Proposal, only the first Proposal received will be opened. At the discretion of the service vendor, the vendor's own Proposal may preempt any Proposal received from their agents.

All Proposals must be returned to the Del Mar Union School District, 11232 El Camino Real, CA 92130 by 11:00:00 AM on December 8, 2020, no exceptions. All Proposals must be returned in a **sealed** envelope. The envelope must identify the RFP Number, Proposal Submittal Date, and Company Name. Proposals being sent via express mail must have Proposal documents enclosed in an interior envelope and must identify the RFP Number, Proposal Submittal Date and Company Name as stated above. The District shall not be responsible for, nor accept as a valid excuse for late response delivery, any delay by third party delivery service used by the respondent.

Questions related to the RFP documents are to be in written form and should be addressed to Tiana Barton via email at tiana.barton@dmusd.org. Requests for Information (RFI) must be requested prior to 11:00:00 am. (PST), November 20, 2020; questions received after this time will NOT be acknowledged. District responses will be communicated via Addendum and posted to the District website at <https://www.dmusd.org/Page/5705>.

Vendor Proposals in response to this RFP will be incorporated into the final agreement between Del Mar Union School District and the selected vendor. The Submitted proposal, at a minimum, should include the following sections.

- Monthly cost
 - One-time fees
 - Eligible and ineligible cost allocation
 - Exclusions
 - District responsibilities
 - Vendor responsibilities
 - Fees and payments
 - Legal terms and conditions
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, 2021 through June 30, 2024. The District may extend the contract for two (2) additional one-year terms, if mutually agreed upon. Please see renewal options included herein.
4. **VENDOR REQUIREMENTS:** The vendor must meet or exceed minimum qualification requirements as described herein. All submitted Proposals must provide, at a minimum, all requested information contained within the RFP 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 RFP.

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

5. **QUESTIONS CONCERNING RFP:** Any questions regarding pertaining to this RFP are to be directed **via e-mail only** to Tiana Barton at tiana.barton@dmusd.org. Questions should be received no later than 11:00:00 am. (PST), November 20, 2020. Any clarifications resulting from questions will be answered via Addendum and uploaded into the EPC Portal and attached to the Form 470. The Addendum will also be posted to the District website <https://www.dmusd.org/Page/5705>. Questions received after 11:00:00 am. (PST), November 20, 2020 will **NOT** be addressed.

PART 2 – INFORMATION FOR PROPOSERS

1) TIMELINE:

Initial RFP Posting & Official Notice	November 9, 2020
RFP Questions Due from Proposers	November 20, 2020 by 11:00:00 AM
Districts Response to Questions	December 1, 2020
RFP Responses Due	December 8, 2020 by 11:00:00 AM
Board Approval	December 16, 2020*
Notification of Selected Vendor	December 17, 2020*

*Dates subject to revision at District discretion

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 questions or concerns regarding the specifications must be called to the attention of the District prior to 11:00:00 AM on November 20, 2020.
- 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. 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.
- e. Proposals must acknowledge the capability to activate service for the re-opening of Del Mar Heights School. Dates subject to change.

f. Proposals must acknowledge the capability to activate service for the opening of Pacific Highlands Ranch School #9 with anticipated start date of July 2022. Dates subject to change

- 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 as a percentage. Federal excise taxes are not applicable to public school districts.
- 5) **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 which will be answered via Addendum and uploaded into the EPC Portal and attached to the Form 470. The Addendum will also be posted to the District website <https://www.dmusd.org/Page/5705>.
- 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 Del Mar Union School 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 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) **INTERPRETATIONS 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 specifications, the vendor may submit a request for an interpretation or correction thereof to:

Tiana Barton, Business Services & Purchasing Supervisor
Del Mar Union School District
Tiana.barton@dmusd.org

All questions and inquiries regarding this RFP shall be submitted in writing, on or before **11:00:00 AM on November 20, 2020.**

It is the vendor's responsibility to verify existing conditions 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 mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanations or interpretations of the contract documents. Any Addenda issued during the time of the RFP 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 shall be allowed to submit a proposal who has participated in the preparation of any of the specifications for described in this Contract; 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 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) **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.

- 16)**WORKERS' COMPENSATION:** In accordance with the provisions of Sections 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.
- 17)**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.
- 18)**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 **Del Mar Union School District** as an additional insured and copies of the endorsements to the policies naming the **Del Mar Union School District** as an additional insured.
 - b.Proof of workers' compensation coverage.
- 19)**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 conflict's 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.
- 20)**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 Deputy 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 Deputy Superintendent or designee shall review the protest and all relevant information and documents. The Deputy Superintendent or designee may also convene a meeting with the protesting vendor in an attempt to resolve the issues raised in the protest. Within five (5) business days of receipt of the written protest, the Deputy Superintendent or designee shall provide the protesting vendor with a written statement concurring with or denying the written protest.

The vendor may appeal the Deputy Superintendent's or designee's decision to the District's Governing Board by providing written notice to the Deputy 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 Deputy 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 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 protest, including the initiation of legal proceedings.

21)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:

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

B. Methodology and Service Level (20 points Maximum) – Cutover and implementation plan for providing services, the type of technology that will be used, the transition process, and process to upgrade services, if need be; your billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

C. 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 and whether the vendor is local or in-state.

D. Experience and Knowledge (10 Points maximum) – Experience in providing, installing and maintaining Ethernet or Internet services for customers. Your experience in dealing with public school districts located within San Diego County, especially those you have worked with in relation to the E-Rate program and your role in providing assistance through the application and reimbursement processes.

E. Service Level (10 Points Maximum)-The District will consider and rate the quality of the Contractor’s billing capabilities, account support team, response time in installation, repair and restoration of service handling, and resolution of billing issues/problems.

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.

22) **CLARIFICATION OF PROPOSAL:** The District reserves the right to contact any and all firms submitting proposals for the purpose of clarifying any issues related to the proposal submitted. Each proposal must identify one contact person authorized to interpret the proposal. The contact person must be available to answer questions via telephone between 9:00 AM and 5:00 PM from **December 8, through December 11, 2020.**

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:
 - 1. 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 24 A, B, or C above; or
 - 2. 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), or (C) 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:** Completion of this contract may require a service provider to install equipment and cabling which will increase the scope of this RFP and cause it to become subject to public works requirements. 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.

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.

Any contractor participating in this opportunity must have a valid California Class A-General Engineering Contractor's license and/or a California Class C-4 Contractor's license.

The successful Proposer 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>

- 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 SLD, throughout the term and any extensions agreed upon between the vendor and District, as a result of this RFP.

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, or to proceed with the project or purchase, in whole or part as the District's needs require.

A. Starting Services/Advance Installation

The annual E-rate funding year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). 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 an 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.

B. E-Rate Invoicing

- i) 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-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.

- ii) 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.
- iii) 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.
- iv) The District reserves the right to fund, or not to fund, regardless of E-Rate approval. 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.

C. FCC/USAC 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 examine any of said materials within a reasonable period of time during said period.

D. 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 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.

E. Documentation

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.

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://universalservice.org/sl/>

- 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 Proposal 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 Ethernet or Internet 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 RFP 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 3 – CONTENTS OF PROPOSALS

Section I – 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 Ethernet or Internet services requested in the RFP. The successful vendor will be required to provide the District with copies of the actual licenses and certificates held.

Respondents are required to submit the following to substantiate E-Rate Service Provider compliance.

- Proposers Service Provider Identification Number (SPIN or 498ID)
- Service Provider Annual Certification (SPAC) verification (2019/2020 and/or 2020/2021)
 - (SPIN contact page from USAC website will suffice)
- Verification that the proposer is an eligible telecommunications provider (Y) for the telecommunications aspect of this RFP
 - (SPIN contact page from USAC website will suffice)

- Proof that Proposer is on FCC Green-Light Status and not on FCC Red-Light Status
 - (Requires FCC Registration Number and documentation from FCC. Information can be accessed at <http://www.fcc.gov/redlight/>)

Section II-Experience and Qualifications of Firm(s)

Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining Telecommunications or Internet 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 34 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.

Section III – 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.

Section IV – 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.

Section V – 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.

Section VI – 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.

Section VII-Costs and Pricing

The "Quotation Page-Pricing" included herein on Pages 42-43 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. **Please provide Custom Contract pricing and Calnet pricing options in your proposal.**

Section VIII – 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?

Section IX – Network Capabilities

Vendor must provide a brief overview of its network capabilities, particularly in regard to reliability, redundancy and fault tolerance.

Section X – 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.

Section XI – 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 4 – SUBMITTAL REQUIREMENTS

PROPOSAL SUBMITTAL

- A. **Number of Copies:** Each vendor must submit four (4) original “hard” copies and one electronic copy (.pdf) on a “thumb drive” of its proposal to the District.
- B. **Page Format:** The font size of the text included in the proposal must not be less than 11, and a proposal must be no more than 64 single-sided pages, or 32 double-sided pages in total length, not including attachments, tab pages, dividers et cetera. The proposal should be submitted in the following order:
- (i) 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.)
 - (ii) Introduction Statement. (Limited to 1 single-sided page.)
 - (iii) Contents of Proposal - RFP Part 3, Sections I – XI. (Limited to 4 single- sided pages, or 2 double-sided page per section.)
 - (iv) The Agreement and all District provided forms requiring signature or information, completed and submitted in numerical page order. (Pages 19-40)
 - (v) Quotation Sheets identifying pricing for services offered. The Quotation Sheets provided in this RFP must be used when submitting your proposal.
 - (vi) Additional information provided by vendor, if desired. (Not to exceed 6 single-sided pages; or 3 double-sided pages.)
- C. **Responses Must be Sealed:** Responses must be sealed in an envelope or box and identified as follows:
- “**RFP 2021-03**, 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.
- D. **Address for Submitting Responses:** Responses must be addressed and sent or delivered to the address specified in the Notice of Request for Proposal.
- E. **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.

- F. **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.
- G. **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.

SECTION 5 – EVALUATION AND SELECTION PROCESS

- A. **District’s Discretion:** The purpose of this RFP is to assist the District in selecting an experienced and qualified Metro Ethernet or Internet Service Provider, based on price and overall evaluation, as 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 an Ethernet or Internet 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 Ethernet or Internet 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 Ethernet or Internet Service providers that respond to this RFP.
- B. **Timing for Selection:** The District anticipates awarding the contract by December 17, 2020 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 2021/2022 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 an Internet Service Provider.
- C. **Evaluation Criteria:** The criteria set forth in Part 2, Section 21, will be the basis for 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.

Rest of Page Intentionally Left Blank

AGREEMENT

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

RFP 2021-03 E-Rate WAN and Internet Services

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

1.THE CONTRACT DOCUMENTS: The complete contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice of Request for Proposals

Introduction

Information for Proposers

General Conditions

Special Conditions

Specifications

Agreement

Proposal Form

Renewal Clause

References

Non-Collusion Affidavit

Drug-Free Workplace Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Affirmative Action Program

Proposal Quotation Sheet

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the “Contract Documents” or the “Contract.”

2. CONTRACT 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 initial term of this Agreement shall be for three (3) years from July 1, 2021 through June 30, 2024. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be renewed for two (2) additional one-year terms not to exceed a total of five (5) years.

3.SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the service or services, the item or items of the stated Proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts

ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.

4. **CONTRACT PRICE:** The District shall pay to the Contractor 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, the sum of which is based on the amounts stipulated on the accepted Proposal.

5. **PAYMENTS.** The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

6. **TERMINATION FOR DEFAULT:** If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

8. **EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

9. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.

10. 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 Contract. 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.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District and shall be replaced by satisfactory items.

12. 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.

13. HOLD HARMLESS: Contractor agrees to defend and hold harmless the Del Mar Union School 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:

(i) 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.

(ii) 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.

(iii) 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.

(iv) Breach of any warranty, express or implied.

(v) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(vi) Products installed in or used in connection with the work or services performed.

(vii) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

14. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract 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.

15. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

16. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory 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 to Proposers. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, 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.

17. **CONDITIONAL PROPOSAL:** The District reserves the right to reject any Proposal which imposes conditions or terms on purchases which were not specified in the original RFP document.

18. **NON-FUNDING OF ERATE:** The District's obligation to procure services provided under this Contract are contingent upon Del Mar Union School District receiving a fully funded E-Rate Funding Commitment Decision Letter (FCDL) for each year of eligible services. No termination liability penalties will apply if either E-Rate money discounts are denied, reduced, or discontinued.

19. **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.

20. **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 Contract.

21. **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.

22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:

By: _____

Title: _____

Date: _____

(Corporate Seal)

DISTRICT:

Del Mar Union School District

By: Holly McClurg, Ph.D.

Title: District Superintendent

Date: _____

Governing Board Date of Approval: _____

RFP 2021-03 E-Rate WAN and Internet Services
PROPOSAL FORM

Board of Education
Del Mar Union School District
Business Department
11232 El Camino Real
San Diego, CA 92130

RE:Request for Proposal No. 2021-03

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 _____

RFP 2021-03 E-Rate WAN and Internet Services
PAYMENT TERMS

Vendors are advised that cash discounts of 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 _____

RFP 2021-03 E-Rate WAN and Internet Services
NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPER AND SUBMITTED WITH PROPOSAL

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 proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the Proposal 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 Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any 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 _____

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ .

Signature of Notary

[SEAL OF NOTARY]

Typed Name of Notary

RFP 2021-03 E-Rate WAN and Internet Services

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.

RFP 2021-03 E-Rate WAN and Internet Services

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 proposer/offer or/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 proposer on the _____ day of _____, 20____ for the purposes of submission of this proposal.

(Corporate Seal)

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.

(Corporate Seal)

BY _____
Signature

Typed or Printed Name

Title

Date

RFP 2021-03 E-Rate WAN and Internet Services
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 _____

RFP 2021-03 E-Rate WAN and Internet Services
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 Del Mar 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

RFP 2021-03 E-Rate WAN and Internet Services

FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the Del Mar 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: _____

RFP 2021-03 E-Rate WAN and Internet Services

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 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)

SUBCONTRACTOR NAME _____

Contact Person/Title: _____

Portion of Work: _____

Address: _____

City, State & Zip: _____

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

License Number: _____

~~~~~

SUBCONTRACTOR NAME: \_\_\_\_\_

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

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

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

**City, State & Zip:** \_\_\_\_\_

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

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

~~~~~

SUBCONTRACTOR NAME: _____

Contact Person/Title: _____

Portion of Work: _____

Address: _____

City, State & Zip: _____

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

License Number: _____

LABOR AND MATERIAL PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

WHEREAS, the Del Mar Union School District (the "Obligee") has awarded to _____ (the "Principal") a contract for the Work commonly described as the:

RFP 2021-03 E-Rate WAN and Internet Services

(the "Project"); and WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated _____, 2018, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 *et seq.*, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto Del Mar Union School District, as Obligee, for payment of the penal sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Oblige of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Corporate Seal)(Principal Name)

By: (Signature)

(Typed or Printed Name)

Title:

(Corporate Seal)(Surety Name)

By:

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(_____)

(Area Code and Telephone Number of Surety)

IMPORTANT:THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS, the Del Mar Union School District (the "Obligee") has awarded to _____ (the "Principal") a contract for the Work commonly described as:

RFP 2021-03 E-Rate WAN and Internet Services

(the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated _____, 20__, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work under the Contract Documents ("Bond").

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto Del Mar Union School District, as Obligee, for payment of the penal sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

The condition of the obligation is such that if the Principal promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Oblige within the time specified herein, the Oblige may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Oblige for all damages and costs sustained by the Oblige as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Oblige upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

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

In the event that suit, or other proceeding is brought upon this Bond by the Oblige, the Surety shall pay to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Corporate Seal)(Principal Name)

By:
(Signature)

(Typed or Printed Name / Title)

(Corporate Seal)

(Surety Name)

By:
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)(Typed or Printed Name)

(Address)

(_____) (Area Code and Telephone Number)

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

RFP 2021-03 E-Rate WAN and Internet Services
Attachment A

Site No.	Site Name	Address
DO	District Office	11232 El Camino Real, CA 92130
TMO	Technology, Maintenance and Operations	11189 Sorrento Valley Road, CA 92121
3	Ashley Falls School	13030 Ashley Falls Drive, San Diego, CA 92130
4	Carmel Del Mar School	12345 Carmel Park Drive, San Diego, CA 92130
5	Del Mar Heights School	13555 Boquita Drive, Del Mar, CA 92014
6	Del Mar Hills Academy	14085 Mango Drive, Del Mar, CA 92014
7	Ocean Air School	11444 Canter Heights Drive, San Diego, CA 92130
8	Sage Canyon School	5290 Harvest Run Drive, San Diego, CA 92130
9	Sycamore Ridge School	5333 Old Carmel Valley Road, San Diego, CA 92130
10	Torrey Hills School	10830 Calle Mar De Mariposa, San Diego, CA 92130
11	San Diego County Office of Ed	6401 Linda Vista Road, San Diego, CA 92111
12	Pacific Highlands Ranch School #9 Project (New School Site 2022)	6631 Solterra Vista Parkway, San Diego, CA 92130

RFP 2021-03 E-Rate WAN and Internet Services
PROPOSAL QUOTATION SHEET

Service Provider _____

Submitted By (Agent) _____

SPIN Number: _____

Email Address _____

WAN Ethernet or Internet Services For the Del Mar School District

TYPE OF SERVICE	Quantity	Monthly Recurring Cost	Non-Recurring Costs for New Services			Monthly Total
			Installation	Upgrade	Equipment /Hardware	
250 MB						
500 MB						
1GB	10*					
2GB						
3GB						
5GB						
10GB	3					
Additional Circuit Charges (identify below)						
1.						
2.						
3.						
4.						
5.						
6.						
7.						
Identify any Equipment Requirements and Costs						
1.						
2.						
3.						
Total						

* includes the two (2) school sites undergoing construction during the initial contract term.

Please note any Public Works jobs in excess of \$1,000.00, are required to pay prevailing wages for labor.

Total Cost of all monthly recurring services: \$ _____

Total Cost of all non-recurring (one-time) charges \$ _____

Approximate Tax and Surcharge Fee Percentage _____

Quotation Sheet for Potential Future Growth is on the following pages

RFP 2021-03 E-Rate WAN and Internet Services

PROPOSAL QUOTATION SHEET

**** Pricing Below for Future Growth—If needed during any of the approved contract terms**
Identify on the Quotation Sheets Below the available incremental speeds of Ethernet or Internet service
greater than the current service provided******

Service Provider _____
SPIN Number: _____

Submitted By (Agent) _____
Email Address _____

Ethernet or Internet Services for Del Mar Union School District

TYPE OF SERVICE	Monthly Recurring Cost	Non-Recurring Costs		
		Installation	Upgrade Fee	Equipment / Hardware
Increments Above 100 MB				
MB				
_MB				
MB				
_MB				
1GB				
Increments above 1GB				
GB				
Additional Circuit or Equipment Charges (identify below), if any:				
1.				
2.				
3.				
Other Charges (identify below), if any:				
1.				
2.				
Tax and Surcharges Percentage				

Please note any Public Works jobs in excess of \$1,000.00, are required to pay prevailing wages for labor.

****END OF PROPOSAL DOCUMENTS***

371-5/4364776.1