

**PERRIS UNION HIGH SCHOOL DISTRICT
E-RATE 2020-2021 - REQUEST FOR PROPOSALS
RFP #012420 Liberty: ERATE – Liberty High School WAN SERVICES**

Proposal Issued:	Monday, December 9, 2019
Newspaper AD #1	Monday, December 9, 2019
Newspaper AD# 2	Monday, December 16, 2019
Mandatory Job Walk at Liberty High School	Monday, January 6, 2020 10:00 AM
Last day for Questions:	Friday, January 10, 2020 4:00 PM
Q/A upload/response:	Wednesday, January 15, 2020 4:00 PM
RFP Response Due Date:	Friday, January 24, 2020 2:00 PM

RFP DEADLINE DATE /TIME:

Sealed proposals must be received at the Place of Submission no later than Friday January 24, 2020 at 2:00 p.m. (“BID DEADLINE”)

Sealed proposals shall be delivered and addressed to the Perris Union High School District, Purchasing Office, 155 E 4th, Perris, California, 92570, and shall be labeled “RFP #012420 Liberty: ERATE – Liberty High School WAN SERVICES”. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office before the Submittal Deadline. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals must bear original signatures and figures. Proposals will be opened and evaluated by the selection committee between January 27-January 31, 2020.

LATE PROPOSALS

Proposals received after the stated deadline of January 24, 2020 at 2:00 p.m. will not be accepted and will be considered non-responsive.

PLACE OF SUBMISSION

**Perris Union High School District
Purchasing - 2nd Floor
Attn: Dawn Bray
155 E 4th Street**

Perris, CA 92570

RFP DOCUMENTS, SCOPE OF WORK, AND SPECS FOR THE PROJECT

The RFP documents, Scope of Work, and Specs for the project may be obtained at no cost by accessing them online at:

<http://www.puhsd.org/blogs/contracting-opportunities>

PROJECT SCOPE / REQUIREMENTS

Perris Union High School District (PUHSD) is requesting proposals for services to provide a high-speed Wide Area Network (WAN) solution to a new district location that will allow for reliable and secure transmission of services in addition to resilience (voice, data and video).

Service is to be proposed with incrementally tiered pricing and bandwidth, starting at 1Gbps up to 40 Gbps (Please refer to PUHSD – ERATE RFP #012420 Liberty: ERATE – Liberty High School WAN SERVICES Attachment 1 – price bid form) with the option to upgrade service during the contract term or exercised option at the proposed pricing and non-recurring pricing for any labor or work needed on the provider's side.

PUHSD is comprised of a central District Office, a remote administrative location (Student Services Center), and seven physical school sites. PUHSD maintains two active data centers located at the central District Office and at Perris High School (Please see site location for more details). Each site is connected to the District Office by a 10gb fiber optic link. Each site excluding the District Office is also connected to Perris High School as a resilient connection to the District's second data center. This secondary connection is provisioned at 10gb. This 'Hub-and-Spoke' design must be maintained as a part of the contract.

The connection will terminate at the MDF (denoted with a red star on the attached documentation). Service to the curb will not be accepted. The termination shall be in an LC connector type form factor.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and PUHSD and may or may not be undertaken at its sole discretion. In addition, PUHSD will require that the awarded service provider ensure that all eligible components of the service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

The Service Provider must be able to offer both E-Rate and California Teleconnect Fund (CTF) discounts for the proposed high-speed circuits. Proposals must include all necessary components including, but not limited to: equipment racks, digital equipment, data cabling, and associated termination equipment as required. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to PUHSD.

The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the district's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate and California Teleconnect Fund discounts onto the district's monthly bills. If the Service Provider requires that any additional paperwork or forms are required to get E-Rate and CTF discounts, the Service Provider shall explain this process in sufficient detail to enable PUHSD to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate and CTF discounts.

The District reserves the right to reject any or all proposals. The District also reserves the right to award a partial contract in the event that they deem it in the District's best interest.

Information Requested

- a. General Information
- b. All responses shall conform to instructions provided in this RFP document
- c. No billing can take place prior to July 1, 2020 though start of work can begin earlier than July 1, 2020
- d. Deadline for RFP
- e. Vendors must submit all required documents prior to the deadline. All proposals shall be complete
- f. Request for Proposal Preparation Cost
- g. Vendor is responsible for all cost. No preparation cost will be reimbursed by the District
- h. Vendor Qualifications
- i. Any firm submitting a proposal must be able to provide evidence that the individual or firm and its personal carry out the responsibility have expertise and experiences in all areas identified in the Service required section of this RFP. The vendor shall provide three K-12 references consisting of similar work and scope.

Request for Proposal Submission Requirements any missing information will disqualify the vendor/provider.

1. Cover Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. Experience and Client References
5. Technical Capabilities
6. Vendor Qualifications
7. Mandatory attachment 1 Price Bid Form - Cost Proposal completely filled out
8. Transition Plan
9. Valid USAC issued SPIN Number
10. FCC "RED" Light Status
11. Signed E-rate Supplemental Terms and Conditions

Site Location

PUHSD Site Name	PUHSD site Address
PUHSD District Office - HUB	155 E. 4TH. STREET, PERRIS, CA 92570
Perris High School- HUB	175 E NUEVO RD, PERRIS, CA 92571
Liberty High School- (Mandatory Job Walk)	32255 Leon Road, Winchester, CA 92596

QUESTIONS REGARDING THE RFP DOCUMENTS, SCOPE OF WORK, AND/OR SPECS OF THE PROJECT:

All questions concerning this RFP shall be submitted in writing by email to the Director of Purchasing, Dawn Bray@ dawn.bray@puhsd.org on or before January 10, 2020 at 4:00pm. Please indicate the RFP title in the subject line. Contact with District personnel shall be made only through email; telephone calls will not be accepted. All notices, clarifications, and

addenda to this RFP shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. All responses will also be posted on the E-Rate EPC website: <https://portal.usac.org/suite/> The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the bidders to remain apprised of changes to this RFP as shown on the District website.

General Requirements

1. The service provider is responsible for all labor and material necessary to provide service to the District's primary Network Operations Center (NOC) located at 155 E 4th St, Perris CA 92570.
2. The service provider will supply the District with a Small Form-factor Pluggable (SFP) that will connect directly into the district-provided equipment.
3. Service provider is responsible to obtain all necessary rights of way needed to successfully complete this project.
4. The service provider is responsible for all pathways including related material and labor to terminate service within the District's NOC at or near the District's Main Distribution Frame.
5. All work performed on District property must, at a minimum, conform to the referenced MASTER SPECIFICATION FOR DATA CABLING INFRASTRUCTURE. Please see Perris UHSD website for additional details.
<http://www.puhsd.org/blogs/contracting-opportunities>
6. The vendor must provide pricing for the following terms:
 1. The term of the proposed agreement will be for 1 years and will include two 1 year renewal options which will be renewable upon mutual consent.
7. In the event of loss of service, the repair shall commence within two hours of the service call from the district. The vendor will make every effort to finalize repairs and restore service in the most expedient manner possible.
8. An uptime guarantee of a minimum of 99.9% shall be provided on a 24x7 basis average over each 7-day period.
9. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.

10. All vendor equipment installed shall be under repair maintenance at no cost to PUHSD for the contract term.
11. During the term of the contract, any changes in the routing of the service provider cable due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc) will be the responsibility of the vendor at no expense to the District.
12. The contract between the service provider and the District must allow for adjustments and upgrades to the speed of connections and number of sites serviced in the event that additional District locations come online.
13. The service cannot commence prior to a Notice to Proceed given from the District, which would be no earlier than July 1, 2020. PUHSD may give the awarded service provider Notice to Proceed before or after receipt of the Funding Commitment Decision Letter from the Schools and Libraries Division.
14. The vendor shall provide three references consisting of similar scope and work, said references for work performed for school districts in California and covered by E-Rate funding.
15. Service Provider agrees that District reserves the right to close a site or multiple sites at their sole discretion, and upon that decision all ongoing monthly costs for those locations shall be removed from the total monthly costs for the network.
16. The selected Service Provider shall demonstrate, by way of its proposal and related work experience that it is ready, willing, and able to install and warranty the components described herein at the prices quoted.
17. The selected Service Provider shall devote whatever personnel are necessary to meet the agreed upon schedule for the project.
18. The selected Service Provider understands and agrees that school session hours vary and that normal school operation is not disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience PUHSD employees.
19. TRANSITION PLAN As the cut-over date for any new carrier is required to be on July 1, 2020, the DISTRICT requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier or for any new services or locations NOT provided at the present time by the existing carrier. The plan is to include the resources to be dedicated to the

transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the DISTRICT transition team. The transition plan is to outline the expectations the supplier team would have of the DISTRICT and the information or task the DISTRICT is to provide the supplier and the date any information or task would be required.

20. The DISTRICT reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.
21. Any questions regarding this request for proposal must be submitted via e-mail only to: Dawn Bray@ dawn.bray@puhsd.org by the date identified on Page 1. No phone calls will be answered. All questions should be submitted in writing via email only and they will be uploaded in EPC accordingly by the deadline date identified on page 1. Answers will be posted on the PUHSD website under <http://www.puhsd.org/blogs/contracting-opportunities> along with the E-Rate Productivity Center Portal at <https://portal.usac.org/suite/>.
22. Proposals wishing consideration should be submitted no later than the proposal deadline identified on Page1.
23. 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.
24. In the event of questions during an E-RATE pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
25. The E-RATE program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
26. If awarded the Contract, the Bidder shall execute the Contract by causing its duly authorized representative to sign, and thereby bind the Bidder to, the Contract. If awarded the Contract, within seven (7) calendar days of receipt of the Notice of Award, the Bidder shall complete as applicable, execute, and submit to the DISTRICT:
(i) the E-RATE Services Agreement, Payment Bond, Performance Bond, and all other

Required Contract Forms; and (ii) all Certificates of Insurance and endorsements required by the Contract Documents.

Customer Requirements

- a. Option for growth including, but not limited to increases in bandwidth and/or additions of locations, as determined necessary by the District.**
- b. Options for removal of sites due to closures or reorganization requirements as deemed necessary by the District. The District will require that no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District**
- C. Reminder: It is unlawful for any person engaged in business within this state to sell or use any article or product as a loss leader**

EVALUATION

Each proposal will be evaluated based on criteria and priorities defined by the District. The contract will be awarded based on the prospective-vendor submission that best meets the needs of the District with regard to the current technology plan, future growth, and RFP specifications contained herein, not necessarily the lowest price, though price will be a priority factor.

Cost of E-RATE eligible services	35
Cost of E-Rate In-eligible Services	5
Strength of Vendor and References	20
Experience and Knowledge	10
Methodology	20
Proposal	10

Proposals will first be evaluated upon the base requirements, which include, but are not limited to the following:

- 1. Cost of E-RATE eligible services (35 points maximum) - The District will consider and rate the explanation and detail of rates and fees.**
- 2. Cost of E-Rate In-eligible Services. (5 Points maximum)**
- 3. Strength of Vendor and References (20 points maximum) - The District will consider and rate the financial soundness, stability, qualifications, and depth of knowledge of the vendors' contractor staff. Also, the District will consider the acceptability of the three references presented by the vendor from customers with environments similar to PUHSD. Reference information must include company name/project, contact name, address, and telephone number.**
- 4. Experience and Knowledge (10 points maximum) - The District will consider and rate the experience in providing, installing and maintaining like services for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions. The offeror must provide a history of the company, strength and stability. Licensing information, years in providing telecommunication services. Existing customer satisfaction.**
- 5. Methodology (20 points maximum) - The District will consider and rate the vendor's cutover plan and implementation plan.**
- 6. Service Level (10 points maximum) - The District will consider and rate the quality of the Contractor's network connections, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.**

Finally, proposals will be evaluated as to E-Rate eligibility. At a minimum:

- 1. Prospective vendor shall provide proof of registration with the Schools and Libraries Division for reimbursement as a Service Provider under E-Rate guidelines.**
- 2. If the proposed solution is not covered at 100% vendor must detail what items are covered and what costs are ineligible.**

ACCEPTANCE AND/OR REJECTION CONDITIONS

The District reserves the right to accept or reject any and/or all proposals or sections thereof when the rejection is in the District's best interest. The District also reserves the right to award without further discussion.

The district reserves the right to reject the proposal of a prospective vendor who has previously failed to perform properly or failed to complete on-time contracts of similar nature.

The district reserves the right to reject the proposal of any prospective vendor who, in the opinion of the district, is not in a position to adequately perform the requirements of the contract.

INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, Vendor shall be acting as an independent contractor. The employees of the Vendor and its subcontractors are not employees of the DISTRICT under the meaning or application of any federal or state unemployment insurance laws, other social security law or any worker's compensation law, industrial law, or otherwise. Vendor shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of this Agreement. Vendor shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the DISTRICT and shall not have any authority to represent itself as an agent of the DISTRICT.

GOVERNING LAW

This RFP and any subsequent Agreement shall be governed by and interpreted in accordance with the laws of the state of California.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

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

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:

<http://www.usac.org/si/service-providers/step01/default.aspx>

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.

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

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible

or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

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

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC

<http://www.usac.org/si/applicants/step07/invoice-check.aspx>

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:

<http://www.usac.org/si/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

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

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered public and non-confidential pursuant to §54.504 (2)(i)(ii).

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

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

e. The Service Provider attests that its offer does not violate the FCC's Report and Order, Notice of Proposed Rulemaking, and Order (FCC-CIRC1911-01) addressing issues of "National Security Threats to the Communications Supply Chain Through FCC Programs" which "prohibits the use of USF funds to purchase or obtain any equipment or services produced or provided by a company posing a national security threat to the integrity of communications networks or the communications supply chain."

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be

delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

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

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

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

The complete text can be found at the following URL:

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

Category 2

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

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

summer recess and provide the maximum amount of time during the summer to install these critical networks.

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

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

5) INVOICING

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

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

6) FCC/SLD AUDITABILITY

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

full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

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

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Surety Bonds a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all requirements of these performance and payment bond requirements shall be deemed and construed as a condition precedent to the Contractor commencing any portion of the Work. However, in no event shall the Contractor's compliance, failure to comply, or failure to timely comply with these requirements be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to commence the Work on the Commencement Date. The Contractor shall be responsible for all damages and costs incurred by the District arising from any failure by the Contractor to comply or to timely comply with these requirements.

Delivery of Surety Bonds. Within seven days of the date of the Notice to Proceed or prior to the Commencement Date, whichever is sooner, the Contractor must provide to the District: (i) a material and labor payment bond to ensure satisfaction of any claims of materials suppliers and of mechanics and laborers employed in connection with the Work ("Payment Bond"); and (ii) a bond to ensure faithful (including, without limitation, timely) performance by the Contractor of its obligations pursuant to the Contract Documents ("Performance Bond").

Forms of Surety Bonds. The Payment Bond and the Performance Bond (each a "Surety Bond") must be in substantially the forms included in the Required Contract Forms; provided, however, that each of the Surety Bonds must conform to and comply in all respects with all applicable State laws. Each of the Surety Bonds must name the District as the entity to which the Contractor and the surety are bound. Neither of the Surety Bonds shall have a stated expiration date, and each shall remain in effect at all times that the Contractor has any obligation pursuant to the Contract.

Penal Sums of Surety Bonds. Each of the Surety Bonds initially must have a penal sum equal to the Contract Price. If the Contract Price is increased in accordance with the Contract Documents, then, within seven days after such increase, the Contractor must increase the amount of each of the Surety Bonds to equal the total increased Contract Price. In addition, the Contractor shall review and renew or amend either or both of the Surety Bonds within seven days after receiving notice from the District that either or both have become insufficient.

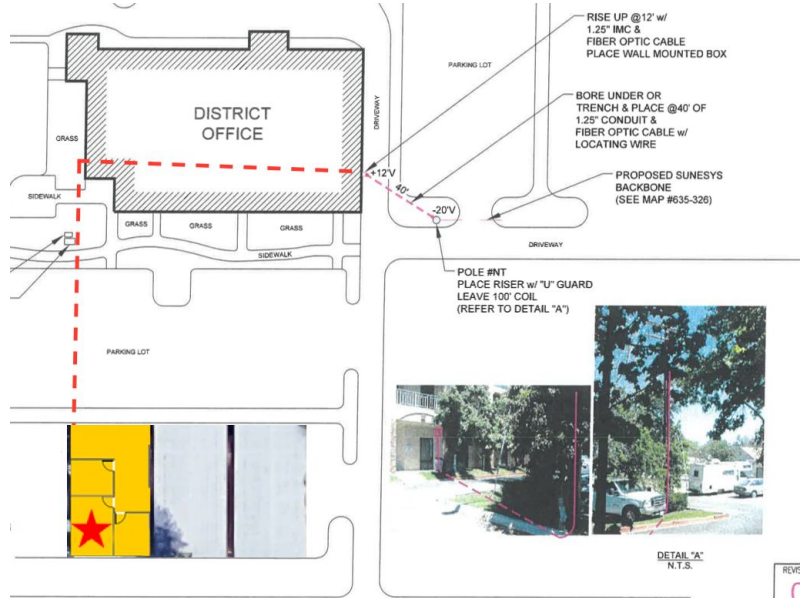
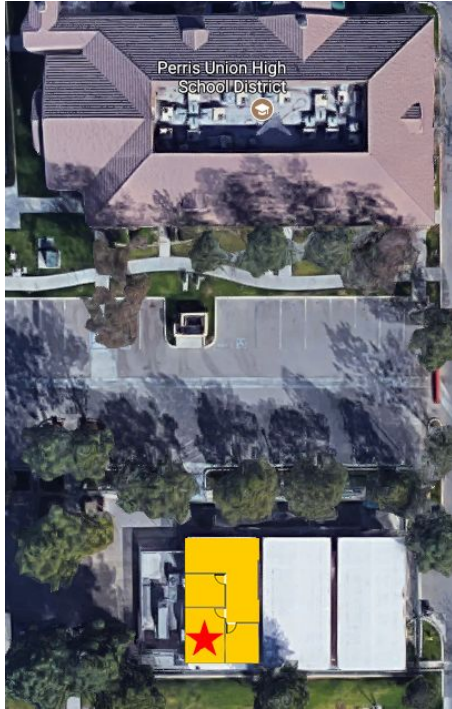
Surety Qualifications. Each of the Surety Bonds must be issued by a surety that is authorized and admitted to transact business in the State in accordance with Code of Civil Procedure Section 995.120. Each of the Surety Bonds must be signed by the duly-authorized representatives of both the Contractor and the surety, and the signatures must be notarized. In addition, the Contractor must attach to each Surety Bond: (i) a printout from the website of the California Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the Clerk of the county in which the Project Site is located ("County") that

the surety is an admitted surety insurer. Should any surety lose its status as a State-admitted surety, the Contractor shall immediately provide written notice thereof to the District, and the District shall make no further payments to the Contractor pursuant to the Contract Documents until such time as the surety regains its status or the Contractor obtains and the District qualifies and approves a substitute surety.

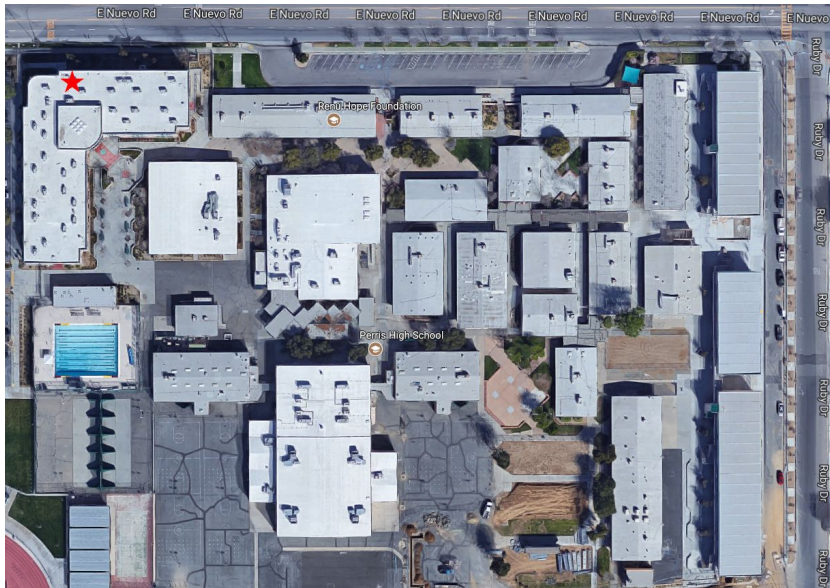
Surety Obligations Not Affected by Changes in Work. No change in the Work or the Project, extension of time for performance of the Work or any Work by Others, or other action permitted pursuant to the Contract shall be deemed or construed to, in any manner or respect, release the Contractor or any surety that has issued one or both of the Surety Bonds from their respective obligations pursuant to the Surety Bonds, and each such surety shall be deemed to have waived notice of such changes, extensions and other actions.

Site Location MDF

PUHSD District Office (155 E. 4TH. STREET, PERRIS, CA 92570)



Perris High School (175 E NUEVO RD, PERRIS, CA 92571)



(SAMPLE AGREEMENT)
E-RATE SERVICES AGREEMENT

This E-Rate Services Agreement ("Agreement") is entered into as of _____, by and between the Perris Union High School District ("District"), a California public school district, and _____ ("Contractor"). In consideration of their respective rights and obligations pursuant to this E-Rate Services Agreement, the District and the Contractor agree as follows:

Section 1. Project. This E-Rate Services Agreement applies to the following Project:
RFP #012420 Liberty: ERATE – Liberty High School WAN SERVICES

Section 2. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").

Section 3. Component Parts of the Contract. This E-Rate Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. In the event of an inconsistency or conflict between this Agreement and the documents listed below, the inconsistency shall be resolved by giving precedence in the following order: the Agreement, Scope of Work, E-Rate Supplemental Terms and Conditions, Proposal/Response. The Contract Documents include, but are not limited to, all of the following:

- (i) RFP #012420 Liberty: ERATE – Liberty High School WAN SERVICES
- (ii) Proposal/Response to RFP #012420 Liberty: ERATE – Liberty High School WAN SERVICES
- (iii) E-Rate Supplemental Terms and Conditions
- (iv) Scope of Work
- (v) Bill of Materials
- (vi) Payment and Performance Bonds

Section 4. Contract Time. The purchase can commence no earlier than July 1, 2020. Purchases will not take place without the written direction of the Director of Purchasing for any or all site(s) accompanied by a signed Purchase Order. This contract is contingent upon approved funding for the 2020-21 E-Rate year and the District is under no obligation to proceed with services.

Extensions Due to Late Funding and/or Delayed Installation: Upon written notification, the District reserves the right to extend the purchase and/or installation of this project by an additional 12 month term through September 30, 2021.

Section 5. Contract Price. As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: _____.
The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. Defined Terms. Capitalized terms used, but not defined, in this E-Rate Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 7. Due Authority of Signatories. Each person signing this E-Rate Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this E-Rate Services Agreement and the Contract of which this E-Rate Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this E-Rate Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

Perris Union High School District

(District)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

(Contractor)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____