

## **Rocklin Unified School District**

2615 Sierra Meadows Drive • Rocklin, CA 95677

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Roger Stock, Superintendent  
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## **INTERNET SERVICE**

**E-Rate Yr 20 (2017-2018)**

**RFP # 2017-201**

**Request for Proposals Issued: March 3, 2017**

**Deadline for Submittal of Proposals: March 31, 2017**  
**Before 2:00pm**

**Attention: Business Services Department**

**Rocklin Unified School District**  
**2615 Sierra Meadows Drive**  
**Rocklin, CA. 95677**

## **SUMMARY**

The Rocklin Unified School District is soliciting quotes for **Internet Service** for both single and multi-year contracts.

The intent of this document is to define specifications for the equipment and requirements for installation of the complete system. All services must be provided solely by a single vendor.

## **SYSTEM DESCRIPTION**

The Rocklin Unified School District is seeking quotes for **Internet Service at the bandwidth level of 1,000 Mbps up to 10,000 Mbps (1Gb-10Gb)**. Quote should include a transport circuit with all necessary hardware. Each item will need to be quoted on as a separate line item including:

1. Internet Access Costs by bandwidth level
2. Installation Costs
3. Hardware Costs
4. Circuit Costs
5. Other Items needed to complete project

## **PROJECT**

Provide Internet Access at the Rocklin Unified School District located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. Transport for this Internet Access can be of various types. Fiber-Optic, Point-to-Point, Ethernet and other solutions will be considered.

## **SCOPE OF WORK**

Install circuit at 2615 Sierra Meadows Drive, Rocklin, CA 95677, provision all routing including BGP if needed. Configure any leased equipment provided as part to the agreement. Turn up circuit, provide connectivity monitoring and troubleshooting. Required to provide 50 dedicated routable IP addresses.

## **DEFINITION OF INTERNET ACCESS**

Internet Access provides access to the world-wide information resource of the Internet, and includes features typically provided for adequate functionality and performance, when included as standard component of a vendor's Internet Access service.

All expenses must be included in the unit/extended costs. Installation costs should take into account after hours work. The Rocklin Unified School District will make no additional compensation to the selected vendor for these after-hour services.

Bidders may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

## **SPECIAL CONDITIONS:**

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Rocklin Unified School District and documented with new price sheet sent to Rocklin Unified School District Office.
2. Product to be furnished with the latest like model and generation should specifications change prior to purchase.
3. All equipment/services costs must be new and included and identified separately.
4. Any prospective bidder, who contacts any School District Board Member during the RFP process, will be disqualified from consideration for the RFP award.
5. The Board of Education reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.
6. This RFP will be posted to the Rocklin Unified School District website (<http://www.rocklinusd.org/erate>). Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
7. All questions regarding this RFP should be directed to: [erateyear20@rocklin.k12.ca.us](mailto:erateyear20@rocklin.k12.ca.us) with the subject of "ERATE RFP# 2017-201 Internet Service question".
8. The Deadline for questions will be 3/14/2017 4:00pm.
9. Responses to all questions will be made by 3/17/2017 11:00 pm and will be posted on the district website.
10. It is the responsibility of the prospective bidder to check the website for updates or addenda.
11. You must provide one original and two copies of your proposal (3 total). You must also provide one digital copy (CD or flash drive) of your proposal.
12. District to remain original purchaser, with full manufacturer warranty for all parts and equipment.
13. Manufacturer must warrant all parts and equipment.
14. Vendor must be a certified reseller of parts and equipment.

## **VENDOR / SERVICE PROVIDER INFORMATION**

1. Length of time business has provided this type of service.
2. Your Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting July 1, 2017.
6. Indicate how charges will be incurred as services are implemented.
7. Vendors must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.
  - Job Location
  - Contact name and telephone number
  - Date of contract
  - Project Description
  - Equipment/Service Installed

## **VENDOR / SERVICE PROVIDER REQUIREMENTS**

The vendor must meet or exceed minimum qualification requirements.

All submitted proposals must provide at a minimum, all requested information in the proposal document. **Any portion not included will be cause for elimination from the quote process.** 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.

- 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/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-

responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](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, of the funding year.
- f. 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.
- g. 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.
- h. 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.
- i. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

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

## STARTING SERVICES / ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2017 funding year (July 1, 2017). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

## EARLY FUNDING CONDITIONS

### Category 1

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

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six 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).

## INVOICING

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

## FCC/SLD AUDITABILITY

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

## PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

## PROPOSAL EVALUATION

Each response 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.

### Evaluation Criteria

- Vendor cost, including unit prices, applicable tax, and shipping charges, etc.
- Extent of experience with the district
- Client references and/or citations from prior sales where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement

The successful bidder will be chosen based upon best value. The district reserves the right to reject any or all bids.

### RFP SCHEDULE

|                           |   |
|---------------------------|---|
| Solicit RFP/Bids          | <b>March 1, 2017</b>                            |
| RFP/BID question deadline | <b>4:00 p.m., March 14, 2017</b>                |
| RFP/BID question response | <b>11:00 p.m., March 17, 2017</b>               |
| RFP/Bid closing           | <b>2:00 p.m., March 31, 2017</b>                |
| RFP/Bid opening           | Date of closing                                 |
| RFP/Bid Selection         | Before 471 filing date (5/11/2017)              |
| Purchase Orders           | Contingent on E-RATE Award and District Funding |

### SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. **PROPOSALS:** Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.
2. **DEADLINE FOR RECEIPT OF PROPOSAL:** One signed original, two hard copies and one digital copy of the proposal must be submitted in sealed envelopes and should be properly identified with the proposal number and Proposals must arrive in the Business Services Department, 2615 Sierra Meadows Drive, Rocklin, CA 95677 before 2:00 p.m., March 31, 2017, local time. Telephone, telegraphic, facsimile, emailed, and late proposals will not be accepted or considered.
3. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled with RFP number and title on the outside of the bid package.



## **RFP# 2017-201 Internet Service**

It is the sole responsibility of the bidder so see that the proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
6. **QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
7. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver to DOOR at customers business address listed above; there is no truck ramp or loading dock. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements. The bidder is to recognize new equipment has been specified to be compatible with the District's own existing system.
8. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
9. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
10. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
11. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Terms, Conditions, and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.

12. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal.
13. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
14. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
15. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
16. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
17. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
18. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
19. **BRANDS.** When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
20. **SAMPLES.** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
21. **FEDERAL OR STATE REGULATIONS.** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments

now in effect or which shall be in effect during the period of such contract.

22. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the approval of the Board of Education.
23. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS.** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
24. **DELIVERY.** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
25. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
26. **INABILITY TO PERFORM.** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
  - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - b. The District may cancel the contract or purchase order, entirely or in part.
  - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
27. **WARRANTY-PRODUCT.** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages,

costs or expenses in law or equity that may at any time arise from Buyers normal use.

28. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice 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.
29. **GOVERNING LAW AND VENUE :**In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.
30. **CONTACT WITH BOARD OF EDUCATION:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
31. **ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
32. **BID PROTEST.** Any bid protest by any Bidder must be submitted in writing to the District before 3:30 p.m. (Per district bid clock) of the **third (3<sup>rd</sup>)** business day following bid opening.
  - a. The protest must contain a complete statement of any and all bases for the protest.
  - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
  - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the

bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

33. **E-RATE PARTICIPATION:** The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
34. **SPIN:** Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>
35. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.
36. **CONTRACTOR REGISTRATION SB854:** All contractors and subcontractors intending to bid or perform work on public works projects will be required to meet minimum qualifications and register (and annually renew) online for the program. The cost to register for the program is \$300 and is nonrefundable. The DIR will post a list of registered contractors and subcontractors on its website. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, now applies to all public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.

**Rocklin Unified School District, APPENDIX A**

| <b>Rocklin Unified School District</b> |  |             |            |                  |
|--|--|-------------|------------|------------------|
| <b>School Name</b>                     | <b>Address</b>                                 | <b>City</b> | <b>Zip</b> | <b>Telephone</b> |
| Rocklin USD District Office            | <a href="#"><u>2615 Sierra Meadows Dr.</u></a> | Rocklin     | 95677      | (916) 624-2428   |
| Antelope Creek Elementary              | <a href="#"><u>6185 Springview Dr.</u></a>     | Rocklin     | 95677-2900 | (916) 632-1095   |
| Breen Elementary                       | <a href="#"><u>2751 Breen Dr.</u></a>          | Rocklin     | 95765-5158 | (916) 632-1155   |
| Cobblestone Elementary                 | <a href="#"><u>5740 Cobblestone Dr.</u></a>    | Rocklin     | 95765-4193 | (916) 632-0140   |
| Granite Oaks Middle                    | <a href="#"><u>2600 Wyckford Dr.</u></a>       | Rocklin     | 95765      | (916) 315-9009   |
| Parker Whitney Elementary              | <a href="#"><u>5145 Topaz Ave.</u></a>         | Rocklin     | 95677-2232 | (916) 624-2491   |
| Rock Creek Elementary                  | <a href="#"><u>2140 Collet Quarry Dr.</u></a>  | Rocklin     | 95765      | (916) 788-4282   |
| Rocklin Elementary                     | <a href="#"><u>5025 Meyers St.</u></a>         | Rocklin     | 95677-2811 | (916) 624-3311   |
| Rocklin High                           | <a href="#"><u>5301 Victory Ln.</u></a>        | Rocklin     | 95765-4988 | (916) 632-1600   |
| Rocklin Independent Charter Academy    | <a href="#"><u>3250 Victory Dr.</u></a>        | Rocklin     | 95765      | (916) 632-3195   |
| Ruhkala Elementary                     | <a href="#"><u>6530 Turnstone Way</u></a>      | Rocklin     | 95765      | (916) 632-6560   |
| Sierra Elementary                      | <a href="#"><u>6811 Camborne Way</u></a>       | Rocklin     | 95677      | (916) 788-7141   |
| Spring View Middle                     | <a href="#"><u>5040 Fifth St.</u></a>          | Rocklin     | 95677-2322 | (916) 624-3381   |
| Sunset Ranch Elementary                | <a href="#"><u>2500 Bridlewood Dr.</u></a>     | Rocklin     | 95765      | (916) 624-2048   |
| Twin Oaks Elementary                   | <a href="#"><u>2835 Club Dr.</u></a>           | Rocklin     | 95765-4949 | (916) 315-1400   |
| Valley View Elementary                 | <a href="#"><u>3000 Crest Dr.</u></a>          | Rocklin     | 95765      | (916) 435-4844   |
| Victory High                           | <a href="#"><u>3250 Victory Dr.</u></a>        | Rocklin     | 95765      | (916) 632-3195   |
| Whitney High                           | <a href="#"><u>701 Wildcat Blvd.</u></a>       | Rocklin     | 95765      | (916) 632-6500   |

Any other location within the Greater Rocklin area designated by the district

**Rocklin Unified School District**

2615 Sierra Meadows Drive • Rocklin, CA 95677  
Phone • (916) 624-2428 Fax • (916) 624-7246



Roger Stock, Superintendent  
Kathleen Pon, Deputy Superintendent

Barbara Patterson, Deputy Superintendent  
Colleen Slattery, Assistant Superintendent

**Letter of Agreement  
Rocklin Unified School District and**

\_\_\_\_\_  
(Name of Company)

Pursuant to the terms of Rocklin Unified School District’s RFP # 2017-201 for Internet Service, (Name of Company) \_\_\_\_\_’s response to RFP #2017-201 dated (mm/dd/yyyy) \_\_\_\_\_, (Name of Company) \_\_\_\_\_ will provide the equipment and services per RFP # 2017-201 effective the date of issuance of Rocklin Unified School District Purchase Order(s).

(Name of Company) \_\_\_\_\_ and Rocklin Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Rocklin Unified School District for E-Rate Year 2017 (Year 20), and Rocklin Unified School District Board of Education approval.

The Rocklin Unified School District reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Rocklin Unified School District shall not be responsible for any costs to Bidder prior to termination.

Rocklin Unified School District

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
Authorized Representative Signature  
Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature  
Date: \_\_\_\_\_

Name: Barbara Patterson  
Title: Deputy Superintendent  
Address: 2615 Sierra Meadows Dr.  
Rocklin, CA 95677  
Email: bpatterson@Rocklin.k12.ca.us  
Phone: (916) 630-2239

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**VENDOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

**Rocklin Unified School District  
REQUEST FOR PROPOSAL RFP # 2017-201  
ERATE FY 2017 (YR20)  
Internet Service**

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:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) 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 his employees.

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.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Company\_\_\_\_\_

(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.)



**NONCOLLUSION AFFIDAVIT**

**Rocklin Unified School District  
REQUEST FOR PROPOSAL RFP # 2017-201  
ERATE FY 2017 (YR20)  
Internet Service**

State of California            )  
  )ss.  
County of                        )

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ at \_\_\_\_\_ California.

Date:  
\_\_\_\_\_ Signature of Bidder

**E-rate Service Provider Contact Information – FY 2017 (Year 20)**

**Rocklin Unified School District  
REQUEST FOR PROPOSAL RFP # 2017-201  
ERATE FY 2017 (YR20)  
Internet Service**

Vendor must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Rocklin Unified School District.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

City, State, Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Include other important contact information.