

**INTERNET SERVICE
FOR OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS (RFQP)
FOR E-RATE 22 (2019-20)**

1.0 OVERVIEW

The Oakland Unified School District (“District”) requests qualified firms, partnerships, corporations, associations, persons, or professional organizations “Firm” or “Firms”) to submit their qualifications for and proposal to provide services to the District for the following project (“Project”):

The Oakland Unified School District (OUSD) is seeking two Internet Service Provider (ISP) services and connections to support education at all sites. In a combination of transport, ISP or combined transport+ISP, services will operate in fully active mode (not redundant or backup paths) as described in this Request for Qualifications and Proposal (RFQP). This RFQP is being released in conjunction with the filing of USAC Form 470, which was posted on October 31, 2018. Final selection will be made based on cost and value to the district using the evaluation matrix listed below. Two or more proposals may be selected.

A minimum of 10 GBps symmetrical Internet access with the ability to upgrade, downgrade or cancel service as demands change without penalty. Route diversity is required, and each of the two sites must not have a common path along any portion of the the network route.

Proposals should include pricing for 10, 20 and 40 GBps symmetrical internet access. Initial service to be delivered to OUSD via a 10 GBps full duplex fiber Ethernet ports on OUSD’s equipment. **See Attachment 1 for location of termination points (spreadsheet).**

Please provide proposals/pricing for the following elements:

1. Transport at 10, 20 and 40 GBps only
2. ISP Services at 10, 20 and 40 GBps only
3. Transport and ISP Services at 10, 20 and 40 GBps (bundled solution)

OUSD reserves the right to choose separate vendors for each site, or separate vendors for the circuits and/or the ISP services for each site as well.

2.0 SCOPE OF WORK

The Scope of Work is a general guide and is not intended to be a complete list of all work necessary to complete the project. The following work tasks are assumed to be necessary to

establish the Internet connection from the vendor's site to the OUSD. Proposers may suggest a modified scope as part of their proposal.

1. Initiate required circuit and coordinate installation with OUSD's technical staff.
2. Set up CPE, connect to new circuit, and test communications.
3. Working with OUSD, verify throughput/egress.

Service Level Agreement

If network trouble occurs, the provider will deliver swift, state-of-the-art problem detection, diagnosis, and resolution. Vendor shall describe commitments and compensation for non-performance.

3.0 PRICING & TERM

Vendor shall provide the following pricing information for 1, 3, and 5 years.

Non-recurring Costs

One-time cost for installation and setup

Monthly Recurring Costs

Monthly Local Loop Charges

Monthly ISP Charges

Please provide any optional pricing that the proposer feels pertinent.

4.0 NETWORK REQUIREMENTS

Throughout this RFQP, and unless otherwise stated, the terms "proposer" and "vendor" are used synonymously. Any proposal that does not demonstrate that the vendor meets these minimum requirements will be deemed non-responsive and will not be considered.

4.1 SUMMARY - TRANSPORT

- The vendor will provide a full duplex fiber connection at the speeds mentioned above.
- Ethernet Virtual Connection (EVC) with VLAN Tag Preservation.
- Provide documentation of route diversity.

4.2 SUMMARY - ISP

- The vendor will provide native IPv4 and IPv6 connectivity.
- The vendor will allow OUSD BGP announcements up to a /24 prefix for IPv4 and /48 prefix for IPv6. OUSD has PI prefixes announced from OUSD's AS 31764.

- The vendor will provide a full view of the IPv4 and IPv6 routing table.
- The vendor will allow use of the BFD (Bidirectional Forwarding Detection) protocol.
- The vendor will provide OUSD with open, unfiltered Internet access. The vendor will not administer any quality of service policies or otherwise interfere with data passed to and from OUSD over this connection.
- If the vendor's network offers Distributed Denial of Service (DDoS) mitigation, please note the capabilities and related pricing.

4.3 SUPPORT REQUIREMENTS

- The vendor will have an existing support presence in the Oakland area.
- The vendor will provide 24x7x365 NOC contact information for problem resolution.

4.4 ON-PREMISE EQUIPMENT

OUSD will allow vendors to include customer premise equipment as part of the service they provide. Equipment must include dual power supplies.

4.5 SERVICE DOCUMENTATION

For each distinct service proposal, Proposers **MUST** supply a copy of, or link to, any applicable documentation detailing Proposer's requirements for customer readiness, including requirements for space/power/HVAC for customer premise equipment, customer-provided conduit, and any similar "room ready" requirements. Every service provider **MUST** submit a service layout record, also known as a design layout record, within thirty (30) days of turn-up, which **MUST** include fiber distances between end locations and major intermediate sites.

4.6 ADOPTION OF NEW TECHNOLOGIES

OUSD reserves the right to substitute, without financial penalty, the functional equivalent of existing services as new technologies emerge. Proposers **SHOULD** address how new technologies and services will be handled within the terms of the contract during the life of the agreement. While OUSD is willing to enter into a multiple year agreement, it is OUSD's expectation that such an agreement will permit the adoption of new technologies without penalty during the life of the agreement.

4.7 OPTIONAL SERVICES

Proposers are permitted to propose optional services not specifically requested by OUSD as part of this RFQP, however OUSD shall be under no obligation to consider, nor adopt, any such services.

4.8 UPGRADES

Following installation of any awarded service, and during the term of that service, including those ordered on multiple year terms, the Proposer agrees that OUSD **SHALL** have the right to upgrade the existing service to a higher bandwidth service without incurring termination liability, as defined below, and without modifying the

term of the initial contract. In the event that OUSD elects to upgrade an existing service, Proposer shall have the first option to provide that service at a cost that reflects, in OUSD's sole discretion, a fair market price. If, upon receipt of a formal written request to upgrade a service, the Proposer is unable, for whatever reason, to provide the upgrade, OUSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the higher bandwidth service. In such instance, OUSD will provide the existing Proposer with evidence of the change, and will not be subject to any early termination liability. If the Proposer is able to provide service but only at a cost that is in excess of what OUSD, in its sole discretion, considers a fair market price, OUSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the upgrade at a fair market price. OUSD will provide the existing Proposer with evidence of the change, and will not be subject to any early termination liability.

4.9 RELOCATIONS

Following the award of service, and during the term of that service, including those ordered on multiple year terms, the Proposer agrees that OUSD shall have the right to relocate the existing service to different A or Z locations, without incurring any early termination liability, as defined below, and without modifying the term of the initial contract. In the event that OUSD elects to relocate an existing service, Proposer shall have the first option to provide that service at a cost that reflects, in OUSD's sole discretion, a fair market price. If, upon receipt of a formal written request to relocate a service, the Proposer is unable, for whatever reason, to provide the relocation, OUSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the relocated service. In such instance, OUSD will provide the existing Proposer with evidence of the change, and will not be subject to any early termination liability.

5.0 SERVICE AVAILABILITY

5.1 UPTIME GUARANTEE

The vendor will guarantee network availability of 99.99% for a given month excluding scheduled maintenance. Scheduled maintenance is downtime for which the vendor will provide OUSD seven (7) business days advance written notice. In the event of any unscheduled downtime, OUSD and the vendor will jointly determine the cause of the downtime. If such downtime is in excess of 00.01% for a given month excluding scheduled maintenance, vendor shall make reasonable and appropriate accommodations to OUSD.

5.2 NOTIFICATION

The vendor will promptly notify OUSD as soon as reasonably possible of all outage events via e-mail to designated OUSD contacts. Such notifications will indicate the nature of the problem, the actions taken to remedy current problems, and measures implemented to avoid similar outages and problems of a similar nature in the future.

6.0 PROPOSAL FORM AND CONTENT

Vendor shall provide their response to the RFQP in the following manner and with the additional information as described below:

Network Infrastructure

Vendor shall provide diagrams and/or descriptions, including upstream providers when applicable. Vendor should be able to demonstrate redundancy within its core infrastructure as well as redundancy options for OUSD's last mile, specifically.

Financial Stability

Vendor shall supply current annual report and/or other supporting documentation to substantiate financial solvency.

References

Vendor shall include the organization name, contact, contact title, and phone number of at least three customers with similar applications that have had vendor's services for a period of at least one year.

Customer Support

Vendor shall provide the following:

- Contact information and background of technical support team.
- Trouble ticket procedures and escalation intervals
- Billing dispute resolution process
- Description of web-based interface for billing, trouble reporting, etc., if available.

E-Rate Requirements. This Project Scope may be contingent on the level of approved funding from the Universal Service Fund's Schools and Libraries Program, known as E-Rate. The District, in its sole discretion, may or may not proceed with the Project, in whole or in part, with or without E-Rate approval.

Firms are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the E-Rate Program.

Register as a Proposer

Contact rick.delvalle@yahoo.com and become a registered proposer.

Estimated Timeline of Events:

E-Rate Form 470 Filing	October 31, 2018
News advertisement 1	November 2, 2018
News advertisement 2	November 9, 2018
Last Day to Submit Questions	November 21, 2018
Proposal Submittal Date	November 30, 2018

Inquiries

Questions regarding the RFQP shall be directed to: rick.delvalle@yahoo.com. Answers to all **RFQP questions will be posted at <https://www.ousd.org/Page/18007>** for all registered proposers. See **Estimated Timelines for Events** for final inquiry date.

Vendors are hereby explicitly directed not to contact Oakland Unified School District personnel for any reason other than pertaining to existing services.

Due Date and Location

Responses shall be submitted both electronically and in printed format no later than **November 30, 2018 at 2 pm PST.**

Electronic copy should be sent to:

Rick.DelValle@yahoo.com with the subject line of **“OUSD ERATE 22 INTERNET SERVICES”**.

Printed copy should be delivered to:

OUSD Technology Services Department
ATTN: OUSD ERATE 22 INTERNET SERVICES
1000 Broadway, Suite 300
Oakland, CA 94607

This RFQP is not a formal request for bids, or an offer by the District to contract with Firms responding to this RFQP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQP as necessary. All materials submitted to the District in response to this RFQP shall remain the property of the District. The District shall not be responsible for the costs of preparing any Proposal in response to the RFQP. The District reserves the right to waive any irregularities or informalities in any Proposal.

Attachments and Exhibits:

Location of termination points as set forth in **Attachment “1”** (spreadsheet)
Proposal Contents as set forth in **Attachment “2.”**

Information regarding Contractor attached hereto as **Attachment “3”**.
 Acknowledgement of Addenda form attached hereto as **Attachment “4”**.
 E-Rate Certification form attached hereto as **Attachment “5”**.
 Conflict of Interest Certification form attached hereto as **Attachment “6”**.

Award of Contract. The contract for the Project, if awarded, will only be by action of the District’s Governing Board to the Firm that meets the qualifications established by this RFQP. No Firm may withdraw its Proposal for a period of ninety (90) days after the award of the contract for the Project. During this time, Firm shall guarantee the prices quoted in its Proposal.

Evaluation

The District intends to select one of the Firms—but reserves the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in this RFQP. From the Firms that provide a Proposal to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval. The chosen Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these type of Services (see matrix below for full details). A “best value” method of selection will be utilized. The “best value” method evaluates the selection criteria listed below based the designated relative weight given to each criteria as a percentage of the RFQP’s total points possible, where Cost/Pricing is given the greatest relative weight.

Proposals will be evaluated based on the following categories:

Criteria	Weight
Price	30%
Proposer’s performance reliability based on references	5%
Products Proposed, including standardization, life-cycle costs, and competing products and materials available	20%
Proven ability to adjust network services in a timely manner & flexibility	10%
Support logistics including local service	25%

presence and 24x7x365 support system	
Proposed contract terms and conditions	10%

Resulting Agreement

OUSD’s Request for Proposals, and the Proposer's response, will be incorporated into the Agreement as Exhibits. An individual authorized to legally bind Proposer must sign the response.

The District reserves the right to contract with any Firm responding to this RFQP for all or portions of the above-described Services, to reject any proposal as non-responsive, and not to contract with any Firm for the Services described herein. Any Firm selected will be required to negotiate a mutually agreeable contract, subject to approval by the District’s Governing Board. The District makes no representation that participation in the RFQP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQP.

Responses to this RFQP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

All information provided by Firm will be subject to verification.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Protests.

Any protest regarding this RFQP must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3rd)** business day following the date of notification by the District that a Firm has been selected following the evaluation / selection process.

7.1.1 The protest must contain a complete statement of any and all bases for the protest.

7.1.2 The protest must refer to the specific portions of all documents that form the bases for the protest.

6.1.3 The protest must include the name, address, and telephone number of the person representing the protesting party.

6.1.4 The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to (i) all other parties with a direct financial interest that may be adversely affected by the outcome of the protest and (ii) all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

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

ATTACHMENT 1

Location of Termination Points

SEE SPREADSHEET

ATTACHMENT 2

PROPOSAL CONTENTS

1. **General Information/Instruction for Statement of Qualifications and Proposals**

- 1.1. The District invites qualified Firms to submit a Statement of Qualifications and Proposal (together, “Proposal” or “Proposals”) related to its ability to provide the Services as indicated herein.
- 1.2. **E-Rate Compliance.** Firms must make themselves thoroughly familiar with any rules or regulations set forth by the E-Rate Program. Firms shall provide all necessary E-Rate and contracting credentials necessary pursuant to E-Rate procurement requirements located at: <http://www.usac.org/sp/>.
 - 1.2.1. Firms shall be and remain in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This Project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the Project at its sole discretion. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements, and other program rules are available from the SLD by calling the SLD of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at www.sl.universalservice.org.
- 1.3. **Prior Relevant Experience.**
 - 1.3.1. Provide a list of ALL K-12 and Community College Districts for which Firm has provided the same or similar Services to in the past five (5) years. Limit your response to no more than the ten (10) most recent districts. Include the name(s) of the district(s), a description of services provided and the name of the contact person and telephone number at each district. Also, indicate the Firm’s personnel that performed services for each district.
 - 1.3.2. List other public entities that the Firm would like the District to consider in its evaluation. Include the name(s) of the entity(ies), a description of services provided and the name of the contact person and telephone number at each entity. Also, indicate the Firm’s personnel that performed services for each entity.
 - 1.3.3. List any private entities that the Firm would like the District to consider in its evaluation. Limit your responses to three (3) of the most recent entities. Include the (s) of the entity(ies), a description of services provided and the name of the contact person and telephone

number at each entity. Also, indicate the Firm's personnel that performed services for each entity.

- 1.4. Statement of Services.** Prepare a detailed Statement of Services that Firm is submitting in its Proposal.
 - 1.5. Compensation.** Provide Firm's proposed fee for performance of the Services as identified below:
 - 1.5.1. Equipment Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.2. Installation Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.3. Shipping Costs.** Provide a detailed breakdown of the costs for shipping. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.4. Taxes.** The District is subject to the State of California Sales and Use Tax. Proposal prices shall include a detailed breakdown of allowances for all taxes including but not limited to all Federal, State, and Local taxes. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.5.5. Professional Fees.** Provide a current fee schedule for the types of services that your Firm offers, include typical staffing expectations, professional fee schedules, and variations that the District could expect, if applicable.
 - 1.5.6. All Other Costs, Fees, Expenses, or Charges.** Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 1.6. Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm providing the Services to the District.
- 1. Acknowledgement of Addendum.** Firms must sign and submit the Acknowledgement of Addenda form attached hereto as **Attachment "4"**.
 - 2. E-Rate Certification.** Firms must sign and submit the E-Rate Certification form attached hereto as **Attachment "5"**.
 - 3. Conflict of Interest Certification.** Firms must sign and submit the E-Rate Certification form attached hereto as **Attachment "6"**.

4. **Additional Information.** Provide any additional information, options, or features related to Firm's program or its Services that Firm believes the District will find helpful in the District's evaluation and selection process.

ATTACHMENT 3

Information regarding Contractor:

Contractor:

Employer Identification and/or Social Security
Number

License No.:

Address:

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

ATTACHMENT 4

Acknowledgment of Addenda

ACKNOWLEDGMENT OF ADDENDA

In submitting this proposal, the undersigned Firm acknowledges receipt of all Addenda issued by or on behalf of the Oakland Unified School District, as set forth below. The Firm confirms that its Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial only one of the following:

_____ **Addenda Numbers ___; ___; ___; ___; ___; ___: were received, acknowledged and incorporated into this Proposal.**

OR

_____ **No Addenda Issued**

By:
Authorized Officer or Agent
Title

By:
Authorized Officer or Agent
Title

ATTACHMENT 5

E-Rate Certification

E-RATE CERTIFICATION

I, _____, certify that _____, is a Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN number for _____ years.

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Oakland Unified School District, its attorney(s), or authorized agents;
3. Any contract awarded based upon RFP # _____ is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portation, and it is our responsibility, as the E-Rate Service provider, to invoice the SLD for the remaining “non-discount” portion. This billing method is known as the SPI (Service Provider Invoice) method;
5. In the event the Oakland Unified School District intends to perform a SPIN change, as afforded by the COPAN decision, permission will be granted, provided 14 days prior written notice is given.

_____/_____/_____
(Signature) Date

(Print or Type Name)

(Title)

ATTACHMENT 6

**OAKLAND UNIFIED SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT**

Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the OAKLAND Unified School District conflicts with the personal, business, or financial interests of one of its vendors, or a vendor's immediate family member or family member's employer.

Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Public employees and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District's mission.

Conflicts of interest can arise in the competitive bidding process when a potential bidder has access to information that isn't available to other bidders or it could be that the bidder has a personal relationship with someone inside the organization that could bias the evaluators. Also, all persons or companies who were directly or indirectly involved in preparing the RFP shall be deemed to have a conflict of interest and ineligible to bid.

I agree to follow the District's Conflict of Interest Bylaw. By initialing each point below, I affirm:

___ To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed the District or has any financial interest in the District.

___ I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.

___ I have no conflict of interest to report.

___ I hereby disclose the following conflict(s) of interest:

By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I have received a copy of Oakland Unified School District's Conflict of Interest Bylaw, have read and understand the Bylaw and I agree to comply with

it. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.

Signature Company Name _____

Printed Name Date _____

OAKLAND UNIFIED SCHOOL DISTRICT

Board Bylaw

Board Bylaws

BB 9270

Conflict Of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

INTRODUCTION

The Oakland Unified School District adopted a Conflict of Interest Code on or about August 28, 1991, pursuant to the requirements of the Political Reform Act of 1974 as amended. (Gov. Code, 81000 et seq.) In the interest of keeping the Code current with amendments to the Act and to regulations as they occur, the Fair Political Practices Commission has adopted a standard Conflict of Interest Code.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the District to any course of action, or enters into any contractual agreement on behalf of the District. (2 CCR 18704)

On a case-by-case basis and upon advice of legal counsel, a Board member may participate in the making of a contract in which he/she has a financial interest if his/her participation is

required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any

contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift

limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.