

**LIT/DARK FIBER  
FOR OAKLAND UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS (RFQP)  
FOR E-RATE 22 (2019-20)**

**1.0 OVERVIEW**

Oakland Unified School District, OUSD, hereafter referred to as Applicant, is requesting proposals for leased lit fiber and leased dark fiber services for delivery of wide area network (WAN) services to the district. Service is expected to originate at Data Center 1 and terminate at Data Center 2. Locations, with addresses and demarcation points, are listed in the attached pricing sheet. The new service is being planned to begin on July 1, 2019.

**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.

- A. Initiate required circuit and coordinate installation with OUSD's technical staff.
- B. Set up CPE, connect to new circuit, and test communications.
- C. Working with OUSD, verify throughput/egress.

2.1. Applicant is seeking proposals for 3 services. Respondents may propose one, all, or any combination of options. See Section 4 for requirements of each solution.

- a. The first service is a fully managed, leased lit fiber solution.
- b. The second service is a leased dark fiber solution that includes fiber maintenance as part of the monthly lease cost.
- c. The third service is for Category 1 network equipment to place any leased dark fiber solutions into service.

2.2 Network Design and Construction Routes

- a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
- b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to

Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

- c. Respondents should clearly illustrate proposed network design and construction routes.
- d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

### 3.1 Special Construction

- a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
  - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- b. Special construction charges eligible for Category One support consist of three components:
  - i. construction of network facilities
  - ii. design and engineering
  - iii. project management
- c. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC).
  - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
  - ii. For leased dark fiber solutions, equipment required by the Applicant to light the fiber are not considered special construction.
- d. Special Construction Payment Plan Option
  - i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal [annual or monthly] installments over [one, two, three, four] years from Funding Year 2019 to Funding Year 2022 inclusive. Responses must include agreement or non-agreement of this request.
- e. Excess fiber strands for special construction projects
  - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
  - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

- iii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

### **3.0 PRICING & TERM**

Vendor shall provide the pricing information requested for the three services as listed under Section 4 and complete the Attachment 1 spreadsheet.

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.

#### **Leased Lit Fiber**

1. Applicant must have dedicated, symmetrical transport bandwidth of 10Gbps between the designated endpoints.
  - a. The solution must be scalable to 10 Gbps, 20Gbps, 40 Gbps.
  - b. Contract options are requested for 12 month, 36 month and 60 month terms of service.
  - c. Each respondent is required to complete the attached pricing sheet with this RFP.
    - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
    - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
    - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
  - d. If an increase in bandwidth is requested during the contract period the contract does not renew.
  - e. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
    - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
    - ii. .25% frame/packet loss commitment
    - iii. 3ms network latency commitment
    - iv. 4ms network jitter commitment
    - v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
    - vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

## Leased Dark Fiber

1. Applicant must have four (4) strands (2 pair) of single mode fiber between data centers.
  - a. Each respondent is required to complete the attached pricing sheet with this RFP.
    - i. Special construction and monthly recurring cost are **required** to be broken out and listed separately.
    - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
    - iii. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
  - b. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
  - c. All solutions require maintenance as part of the MRC subject to the following terms and the terms found in Section 5:
    - i. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
    - ii. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
    - iii. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Applicant fiber segments versus overall network maintenance.
    - iv. Vendor stated commitment is to respond to any outage within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
    - v. The respondent should include an overview of maintenance practices including:
      1. Routine maintenance and inspection
      2. Scheduled maintenance windows and scheduling practices for planned outages
      3. Marker and handhole inspection and repair
      4. Handling of unscheduled outages and customer problem reports
      5. What service level agreement is included and what alternative service levels may be available at additional cost
      6. What agreements are in place with applicable utilities and utility contractors for emergency restoration
      7. Repair of fiber breaks and mean time to repair
      8. Replacement of damaged fiber and fiber that no longer meets specifications
      9. Post repair testing
      10. Policies for customer notification regarding maintenance
      11. Process for changing procedures, including customer notification practices
      12. Process for moves, adds, and changes
      13. Process for responding to locate requests

### **Category 1 Network Equipment**

- a. Applicant requires network equipment with installation and configuration to place circuits into service at a minimum of 10 Gbps once leased dark fiber is available.
- b. Network equipment should be **qty (2) of Cisco 40g single mode optics. Model QSFP-40G-LR4-S** or equivalent and must include all necessary licenses and/or software.
  - i. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.
- c. Proposals should include an explanation of whether or not the proposed equipment supports higher bandwidths for future scalability and the ease of upgrading (e.g. a new SFP versus a new line card)
- d. Each respondent is required to complete the attached pricing sheet with this RFP. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.
- e. Network equipment may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service.

### **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.

### **4.3 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.

### **5.3 SERVICE LEVEL AGREEMENT**

1. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
2. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
3. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
4. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
5. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
6. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
7. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
8. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
9. Historical uptime: Provide aggregate uptime statistics for your proposed service in

- the geographic area encompassing Applicant.
10. 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.

## **6.0 PROPOSAL FORM AND CONTENT**

- 1. Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. Description of Proposal
  - a. Respondent's proposal should include all sites for the option bid. If the respondent bids leased dark fiber or leased lit fiber – all sites must be included in the bid. Failure to include all sites in a bid option could be considered ground for
  - b. Respondent will provide a description of their proposal for all services and solutions.
  - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Timeline
  - a. For each response, respondents must include a timeline for bringing all sites online.
  - b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
  - c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
4. Demarcation
  - a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
  - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
  - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
5. Network Diagram
  - a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
  - b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
6. References
  - a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.



- b. If respondent responds to more than one option (e.g. leased lit fiber service as well as leased dark fiber), provide 3 references for each.
- 7. E-rate Program Integrity Assurance (PIA) Review
  - a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
  - b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
  - c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.
  - d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**
- 8. Required Notice to Proceed and Funding Availability
  - a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. □
  - b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's' issuance of a written Notice to Proceed.
  - c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.
- 9. **Customer Support**
  - a. 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](mailto:rick.delvalle@yahoo.com) and become a registered proposer.

**Estimated Timeline of Events:**

E-Rate Form 470 Filing	November 1, 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](mailto: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](mailto:Rick.DelValle@yahoo.com) with the subject line of **“OUSD ERATE 22 LIT/DARK FIBER SERVICES”**.

**Printed copy should be delivered to:**

OUSD Technology Services Department  
ATTN: OUSD ERATE 22 LIT/DARK FIBER 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:

<b>Criteria</b>	<b>Weight</b>
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 (3<sup>rd</sup>)** 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](http://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.