

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**  
**519 E. Badillo St.**  
**Covina, CA 91723**



**COVINA-VALLEY**  
**UNIFIED SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**DISTRICT INTERNET SERVICES PROVIDER (ISP)**  
**E-RATE YEAR 2024**

**RFP NO. 23-24-104**

**Issue Date: October 25, 2023**

**470 Posting Date: October 25, 2023**

**Bid Submittal Date/Time: December 14, 2023 at 11:00AM PST**

## LEGAL NOTICE

### NOTICE TO VENDORS – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **COVINA-VALLEY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the “District”) of Los Angeles County, California, will receive proposals for:

**E-RATE YEAR 2024  
DISTRICT INTERNET SERVICES PROVIDER  
RFP NO. 23-24-104**

Sealed proposals must be delivered to the Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo Street, Covina, CA 91723, no later than 11:00 A.M. on Thursday, December 14, 2023.

Proposal Package and specifications are available online at the District’s website Purchasing page at <https://www.c-vusd.org/Page/758> and clicking on the Covina-Valley Bid Portal link and on USAC’s website at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>.

All prospective proposers are hereby instructed to not contact any District staff member, other than the noted contact related to this RFP, at any time during the process. Any such contact shall be cause for rejection of your proposal. No Phone call will be accepted. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.

The Covina-Valley USD Board of Education reserves the right to reject all or part of the bid, to waive irregularities, and to accept the offer the District considers most Advantageous. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Robin Harbert  
Assistant Director Purchasing  
Covina-Valley Unified School District, Los Angeles County, State of California

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**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**  
**DISTRICT INTERNET SERVICE PROVIDER – RFP 23-24-104**

**Service Provider Criteria and Contract Requirements**

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of E-rate Form 470 as set forth below:

**Purpose and Intent**

Covina-Valley Unified School District is requesting proposals for services from duly licensed and qualified professionals to provide high-speed internet service, transport, and support.

The District requires an Internet Services Provider (ISP) to provide a protected connection back to the provider via fiber optic or other network cable to provide internet services. The connection will be Single-Mode fiber handoff with a minimum speed of 10 Gbps, with a guaranteed 99.9% uptime.

**QUALIFICATIONS**

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

	Yes/No
1. The vendor must be able to guarantee network availability at least 99.9% of the time in a calendar month, and packet delivery of 99.9% or greater, except for outages caused by the customer’s equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.	
Please elaborate:	
2. Does your company monitor all internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Is your company able to provide, at no additional charge, immediate notification to COVINA-VALLEY USD network department representative of any and all internet service outages or anomalies which affect the use of the service to COVINA-VALLEY USD?	
Please elaborate:	

<p>4. Please provide the process for COVINA-VALLEY USD to report any problems with the facilities, circuits, network or internet services including the minimum response time.</p>	
<p>Please elaborate:</p>	
<p>5. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.</p>	
<p>Please elaborate:</p>	
<p>6. Your company will provide a non-performance policy with COVINA-VALLEY USD which provides COVINA-VALLEY USD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within COVINA-VALLEY USD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.</p>	
<p>Please elaborate:</p>	
<p>7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?</p>	
<p>Please elaborate:</p>	
<p>8. Does your company agree that COVINA-VALLEY USD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to the date of termination of contract or services for balance of services not rendered?</p>	
<p>Please elaborate:</p>	

## TRANSITION PLAN

As the cut-over date for any new carrier is **on July 1, 2024**, Covina-Valley Unified School District requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the Covina-Valley Unified School District transition team. The transition plan is to outline the expectations the supplier team would have of Covina-Valley Unified School District and the information or task Covina-Valley Unified School District is to provide the supplier and the date any information or task would be required.

Covina-Valley Unified School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to the date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it has good title to all elements of the facilities and services and has the legal right to contract with Covina-Valley Unified School District for the installation and use of such facilities and services. Service Provider shall indemnify Covina-Valley Unified School District and its trustees and employees against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

The Service Start Date and Contract Start Date must be July 1, 2024, without any exceptions. The term of this contract is initially 36 months, with two optional one-year extensions, 48 months with one optional one-year extension, and/or 60 month contract terms. The actual service's start date does NOT dictate the contract's start and end dates. The contract's start date is 7/1/2024, regardless of if the service starts on the same date. This statement regarding the contract's start date will take precedence to any bid or contract signed or accepted by the district. Any bidder that submits a bid fully understands the statement listed above and agrees to the district's requirement.

### Questions

All questions or inquiries concerning this Request for Proposals must be submitted via email to [rharbert@c-vusd.org](mailto:rharbert@c-vusd.org) no later than **November 10, 2023 at 4:00 PM** and will be responded via Addendum and posted on the District website and the EPC portal no later than **November 15, 2023**. The subject on the email header must read **RFP 23-24-104 Internet Service Provider Questions**. It is the sole responsibility of the vendor to check the district's website or ECP Portal for any addenda.

### Addenda

Covina-Valley Unified School District may modify this RFP, its scope, any of its key action dates, or any of its attachments or exhibits, prior to the date for submission of proposals. Any amendments made by the Covina-Valley Unified School District to the Request for Proposals will be issued in writing and posted on the District website and the ECP Portal. Vendors are responsible to include all addendums in their proposal.

### Evaluation Criteria

Price of E-Rate Eligible Services and/or Products	40%
Previous experience with Vendor	20%
Methodology / Transition Plan	20%
Completeness of response	20%
TOTAL:	100%

The District will score all responses submitted within the guidelines noted above, using the rubric/ matrix scoring system. Covina-Valley Unified School District reserves the right to amend the vendor selection process.

### **Customer Requirements**

- Option for growth including, but not limited to, increases in service bandwidth and/or additions of locations, as determined necessary by the District.
- Options for removal or reduction of services as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.*

### **Specifications (Based on District's Needs)**

Due to the geographic region that the District Office currently serves, quantities and regions can be best estimated and described. The District is open to solutions that will replace and/or update current services as follows:

- Digital Transmission Lines from ISP to District Office (Entity #16060809)
  - Pricing for 10Gb with the option to scale up to 15Gb, or 25Gb during the contract period
  - Pricing for 15Gb with the option to scale up to 25Gb during the contract period
  - Pricing for 25Gb
- Hand Off Specifications
  - Any equipment needed to provide Internet access to the District will be provided by the vendor. This equipment will be installed, configured, and maintained by the vendor.
  - Hand-off of the service connection will be via optical fiber (SFP+).
  - Vendor must supply the District with the necessary SFP+ modules.
  - Maximum of 2U rack space for equipment.
  - Hardware installed in Data Center located in the District Office at 519 E Badillo St, Covina, CA, 91723
- The Internet connection and requested bandwidth shall be dedicated and not shared with other customers.
- Vendor must supply the District with at least 126 usable public IP addresses that are dedicated to the District.
- Response time to support tickets should be no more than 4 hours.
- Vendor must supply usage statistics to the District; similar to those found in MRTG.



### Information Requested

- Proposed solution pricing including any buildout or construction costs.
- Contract term
  - Please provide pricing based upon 36 months, with two optional one-year extensions, 48 months with one optional one-year extensions, and 60 month contract terms. Contracts may not exceed 60 months per California Education Code, Section 17596.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with the growth option (as stated above).
- Support agreements including response times.
- Timeline (see transition plan) stating number of days that services will be operational from date of order.
- Provide a minimum of three K-12 public school district references within California.

## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

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

### **1) E-RATE CONTINGENCY**

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

### **2) SERVICE PROVIDER REQUIREMENTS**

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

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the Proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.



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

g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.

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

i. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

j. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

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

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) **STARTING SERVICES/ADVANCE INSTALLATION**

##### **Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

##### **Early Funding Conditions**

##### **Category 1**

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

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*

- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

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

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

## **5) INVOICING**

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

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

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

## **6) FCC/USAC AUDITS**

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

Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM**

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

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

**Service Provider FCC Registration Number:** \_\_\_\_\_

**Service Provider Identification Number:** \_\_\_\_\_

# **INSTRUCTION TO BIDDERS**

## **General Information**

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

## **Deadline for RFP Submittal**

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements

## **Request for Proposal Preparation Cost**

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to Covina-Valley Unified School District. Covina-Valley Unified School District will not be held liable for any cost incurred by VENDORS in responding to the RFP.

## **Vendor Qualifications**

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP.

## **References**

Provide a minimum of three preferably K-12 public school district references. The District name, Contact name, phone number and email address **MUST** be included.

## **Right to Reject Any and All Quotes**

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund in part or whole, (proceed with project or purchase) or not to fund in part or whole, regardless of E-Rate approval.

**Due Date:** Proposals must be received in writing by **11:00 AM local time (PST) on Thursday, December 14, 2023** to:

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
ATTN: ROBIN HARBERT  
519 E. BADILLO STREET, COVINA, CA 91723**

**Proposals received after the exact time and date noted will NOT be considered for the bid process.**

## **Request for Proposal Schedule**

- RFP Offered: **October 25, 2023**
- Deadline for Questions: **November 10, 2023 at 4:00 PM (PST)**
- Answers to Questions Posted: **November 15, 2023**
- Bid Closing: **December 14, 2023 at 11:00 AM (PST)**
- Selection and Board approval of contract: **On or before 471 filing date deadline**

# Pricing for Internet Service

**36 months with two optional 1-year extensions**  
**Service Start Date- 7/1/2024**

Name	Address	Entity #	Bandwidth	One Time Cost/ Installation/ Special Construction	Recurring (Monthly)	Estimated Monthly Taxes and Surcharges	Monthly Total with Taxes and Surcharges
Covina-Valley District Office	519 E. Badillo Street Covina, CA 91723	16060809	10 Gbps	\$	\$	\$	\$
			15 Gbps	\$	\$	\$	\$
			25 Gbps	\$	\$	\$	\$

Price to increase bandwidth by 1 Gbps \$ \_\_\_\_\_

**48 months with one optional 1-year extensions**  
**Service Start Date- 7/1/2024**

Name	Address	Entity #	Bandwidth	One Time Cost/ Installation/ Special Construction	Recurring (Monthly)	Estimated Monthly Taxes and Surcharges	Monthly Total with Taxes and Surcharges
Covina-Valley District Office	519 E. Badillo Street Covina, CA 91723	16060809	10 Gbps	\$	\$	\$	\$
			15 Gbps	\$	\$	\$	\$
			25 Gbps	\$	\$	\$	\$

Price to increase bandwidth by 1 Gbps \$ \_\_\_\_\_

**60 months with one optional 1-year extensions**  
**Service Start Date- 7/1/2024**

Name	Address	Entity #	Bandwidth	One Time Cost/ Installation/ Special Construction	Recurring (Monthly)	Estimated Monthly Taxes and Surcharges	Monthly Total with Taxes and Surcharges
Covina-Valley District Office	519 E. Badillo Street Covina, CA 91723	16060809	10 Gbps	\$	\$	\$	\$
			15 Gbps	\$	\$	\$	\$
			25 Gbps	\$	\$	\$	\$

Price to increase bandwidth by 1 Gbps \$ \_\_\_\_\_

## E-Rate Qualification Certification

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

I declare under penalty of perjury that the foregoing is true and correct.

**BIDDER:**

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

Date: \_\_\_\_\_, 2023 By:

\_\_\_\_\_  
(Signature)

Name:

\_\_\_\_\_  
(Print Name)

Its:

\_\_\_\_\_  
(Title)

Spin Number: \_\_\_\_\_



**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

The undersigned declares:

I \_\_\_\_\_, being first duly sworn, deposes and says that I am the  
(Typed or Printed Name)  
am the \_\_\_\_\_ of \_\_\_\_\_, party making  
(Title) (Proposer Name)

submitting the foregoing Proposal (the "Proposer"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

- 1.01 The Qualifications and Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
- 1.02 The Qualifications and Proposal is genuine and not collusive or sham.
- 1.03 The Proposer has not directly or indirectly induced or solicited any other proposer to put in false or sham qualifications and proposals, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in sham qualifications or proposals, or to refrain from submitting qualifications and proposals.
- 1.04 The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the qualifications and proposal price, or that of any other proposer, or to fix any overhead, profit or cost element of qualifications and the proposal price or that of any other proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Proposal and related documents are true.
- 1.06 The Proposer has not, directly or indirectly, submitted the qualifications and proposal fees and pricing, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham qualifications and proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 2023 [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]

\_\_\_\_\_  
Name of Contractor (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title