

# **AGENDA**

**Board of Trustees  
School District Six and CFHS District  
Trustee Work Session  
Monday, November 25, 2019  
7:00 P.M.  
School District Six Board Room**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Public Participation**
  
- 4. Action / Discussion Items**
  - a. Consideration of Alternative Project Delivery Contract:
    - General contractor construction management contract
    - Design-build contract
  - b. Decision on principal amount of bonds issuance.
  - c. Consideration of E-Rate Consultant – Northwest Council for Computer Education. – Pgs. 1-5
  - d. Consideration of the National School Board Association Membership for January 1, 2020 to December 31, 2020. – Pg. 6
  
- 5. Miscellaneous and Future Planning**
  - Regular Board Meeting – December 9, 2019 – 6:00 p.m.
  - Health Insurance Committee Meeting – December 17, 2019 – 4:00 p.m.
  - Special Meeting – General Obligation bond closing – December 19, 2019 – 11:30 a.m.

Terms and Conditions for E-Rate Services

Between

Northwest Council for Computer Education

401 East Front Avenue, Suite 215

Coeur d'Alene, ID 83814

(hereinafter, referred to as "NCCE")

And

Oak Harbor School District

(hereinafter, referred to as the "District")

These Terms and Conditions constitute an agreement between NCCE and the District, collectively referred to as the "Parties." This agreement consists of these Terms and Conditions and the attached Letter of Authorization. The Parties agree to be bound to these Terms and Conditions upon execution of this agreement as reflected by the name, date, and signature of duly authorized representatives from each party.

**1. NCCE's Responsibilities:**

- a. Employ sufficient professional, technical, and/or clerical staff with appropriate training, experience, and/or certification(s) necessary to provide the services outlined in this section.
- b. Monitor, review, and analyze current and pending statutory, regulatory, and procedural requirements of the E-rate program and communicate through individual consultation and/or workshops, significant changes to the District.
- c. Complete all paperwork required to apply for and secure E-rate funds on behalf of the District except as outlined in Section 2, below, "District's Responsibilities", including:
  - i. Requests for Proposals and all other required supporting bid documentations.
  - ii. FCC Forms 470, 471, 472, 486, and 500.
  - iii. Service Substitution, if needed.
  - iv. SPIN Changes, if needed.
- d. Conduct a fair and competitive bidding process in accordance with FCC requirements, and any applicable local policies and/or state procurement laws, including:
  - i. Responding to all vendor inquiries during the competitive bidding process.
  - ii. Facilitate onsite "vendor walkthroughs" for all Category Two requests involving installation, new wiring or cabling, and/or that have an anticipated total project cost greater than \$20,000.
  - iii. Conduct an online public bid opening for applications submitted online.
  - iv. Prepare bid packets for the District within five days of the close of bid process. [IMPORTANT NOTE: NCCE does not assist the District in evaluating or selecting vendors. As outlined under "Responsibilities of the District" below, the District is responsible for keeping all required documentation of the actual bid-evaluation process.]

- e. Respond to and mitigate Program Integrity Assurance (PIA) requests within required timelines.
- f. Coordinate audits, if the District is selected, and represent the District to the extent allowed by law.
- g. Appeal FCC or USAC decisions when, in the opinion of NCCE, either entity erred in issuing a denial.
- h. Maintain electronic and/or paper copies of all required documents for a period of ten (10) years beyond the last day of service, as required by program rules.
- i. Make available to the District, electronic copies of all records related to the execution of this agreement.
- j. Perform other E-Rate management activities as appropriate, mutually agreed upon, and accomplishable during the contract period.

**2. District's Responsibilities:**

- a. Ensure that the District is and remains compliant with the Children's Internet Protection Act (CIPA) and maintains all required documentation to that affect.
- b. Sign and return a Letter of Authorization, as requested.
- c. Complete and maintain the FCC Form 498.
- d. If participating in a consortium, sign, date, and return FCC Form 479 as requested.
- e. Identify one (1) individual who will serve as the primary point person between NCCE and District. This individual should have sufficient agency to authorize actions on behalf of the District as needed to apply for and secure e-rate funds including approving Requests for Proposal, approving change orders, approving out of scope work, and so forth.
- f. Schedule appropriate time and resources to participate in an on-site vendor walkthrough, if required.
- g. Provide timely and accurate information to NCCE as requested. The Districts acknowledges and agrees that NCCE relies on the information supplied by the District and providing false or incorrect information may result in delays and/or denials of funding.
- h. Provide monthly electronic copies of all bills and invoices for E-Rate-funded services and equipment to NCCE.
- i. Advertise bids, as required by local and/or state law, if applicable.
- j. Conduct a face-to-face public bid opening for applications submitted by mail, if required.
- k. Conduct and document a fair bid evaluation process of all qualified bids for each service applied for, document the bid evaluation process, and communicate results to NCCE in a timely manner.
- l. Retain all documents generated during the bid evaluation process for a period of ten years past the last date to invoice, (generally, October 30 of the year following the start of services), as required by program rules.
- m. Communicate bid results and process to vendors, if requested, as part of a Freedom of Information Act request in accordance to local, state, and federal laws.
- n. Share with NCCE all communications from the FCC and USAC pertaining to any past, current, or future application.
- o. Pay, to NCCE, upon receipt of invoice, all fees established pursuant to this agreement.

**3. Timeliness of Request**

- a. To ensure that NCCE has the time and resources necessary to prepare and apply for funds, the District agrees to:
  - i. Notify NCCE of their Intent to apply by October 30<sup>th</sup> of each fund year.
  - ii. Provide NCCE with all required project or service specifications by November 15<sup>th</sup> of each fund year.

- b. Requests or information provided after these dates will be handled on a "first-come/first-served" basis. NCCE cannot guarantee all required work will be completed prior to the submission deadline when information is provided past these dates.

**4. Continuity**

- a. To establish continuity of service and, upon execution of this contract, NCCE will complete all pending e-rate related applications, forms, inquiries, and audits.
- b. NCCE will appeal denials when, in the opinion of NCCE, an appeal might reasonably result in a reversal of the denial.

**5. Fees**

Core Services	Fee
Base Rate	\$3,500/year

Other Services	Fee
Travel: Mileage	IRS rate
Travel: Other (car rental, airfare, etc.)	Actual Cost
Travel: Per diem	Actual cost, not to exceed federal rates
Paper copies, if requested	\$0.50/per page
Postage, if requested	Actual costs, plus 15%
Out-of-scope services, by request	\$95/hour
Out-of-scope products, by request	Actual cost plus 15%

- a. Travel is required only for facilitated walkthroughs secondary to a Category Two request as described in Section 1.d.ii, above. All other travel is solely at the request of the District.
- b. When seeking lodging, NCCE will always request a "nonprofit rate" that falls at or under the Federal per diem rate. When this is not possible, NCCE will exercise good judgement in selecting accommodations. When booking other travel, such as airlines, rental cars, and so forth, NCCE will book "coach" and "economy-class" services when possible.

**6. Billing**

- a. Core services will be billed annually, on or about September 30 of each year.
- b. Travel will be billed at the completion of travel.
- c. Other services will be billed upon the completion of requested work.
- d. All fees are due within 30 days of receiving an invoice from NCCE.

**7. Term Commitment and Renewal**

- a. Service will commence immediately upon NCCE receiving a fully executed contract and Letter of Authorization. The contract term is three (3) years and will end September 1, 2022.
- b. Upon expiration of the Initial Term, the District, if not in fault of the terms of this agreement, may extend their service under the same terms and conditions for a period equal to the initial term.

**8. Assignment, Waiver, and Severability**

- a. Neither Party may assign this agreement.
- b. No provisions of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a breach thereof as to a transaction or occurrence.
- c. If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or

applications. To this end, the terms and conditions of this Agreement are declared severable.

**9. Force Majeure**

- a. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond reasonable control, including, but not limited to strikes, acts of nature, war, fire, and riots.

**10. Indemnification**

- a. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of NCCE's employees' or agents' negligent performance or negligent failure to perform duties pursuant to this Agreement shall be NCCE's sole obligation, and NCCE shall defend, pay costs of defense, indemnify and hold harmless the District or District's employees and agents in full for any and all such negligent acts or negligent failures to act on the part of NCCE or NCCE's employees or agents. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the District's employees' or agents' negligent performance or negligent failure to perform duties pursuant to this Agreement shall be the District's sole obligation, and the District shall defend, pay costs of defense, indemnify and hold harmless NCCE or NCCE's employees and agents in full for any and all such negligent acts or negligent failures to act on the part of the District or District's employees or agents.

**11. Disbarment/Suspension Assurance**

- a. The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within the District. Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous due to changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

**12. Limitations of Liability**


- a. NCCE shall not be liable or responsible for any loss, denial, recover of funds, or other damages through fault, negligence, or failure to perform District's responsibilities as outlined in this agreement including but not limited to:
  - i. Communicating with vendors during the competitive bidding process.
  - ii. Violating District, State or Federal procurement policies, rules, codes, and laws.
  - iii. Failure to share FCC, USAC, or vendor communications.
  - iv. Providing false or incomplete information to NCCE, USAC, or the FCC.

- v. Failure to respond to information requests from NCCE, USAC, or the FCC in a timely manner.

**13. Acknowledgement**

- a. The parties acknowledge that they have read and understood this Agreement, including any appendices and do agree to all terms. The parties further agree that this agreement, together with all appendices, constitutes the entire Agreement between parties and supersedes all communications written or oral related to the provision of E-Rate Services. This Agreement may be modified or amended by written mutual consent of the parties signing this Agreement.

**14. Signatures**

NCCE	District/Library
Signature: 	Signature:
Printed name: Dr. Heidi Rogers	Printed name:
Title: CEO/Executive Director	Title:
Date: 11/8/2019	Date:



**National School Boards Association**  
 1680 Duke Street FL2, Alexandria, VA 22314-3493  
 Phone: 703-838-6722 FAX: 703-683-7590  
 Federal ID #: 36-2210015

*Order*

**Bill To:**  
 Columbia Falls School District 6  
 Dustin Zuffelato  
 PO Box 1259  
 Columbia Falls, MT 59912-1259

Order #: ORD-06782-N7Z3F6  
 Order Date: 10/10/2019  
 Customer ID #: 346098  
 Purchase Order:  
 Bill To ID #: 283660

Date	Qty	Description	Amount
10/10/2019	1	01/01/2020 - 12/31/2020 National Connection Fees - 1,000 - 2,499	\$2,675.00
<b>TOTAL DUE IN US FUNDS</b>			<b>\$2,675.00</b>

Please send payment to: NSBA, PO Box 1807, Merrifield, VA, 22116-8007

**PLEASE DETACH AND RETURN WITH YOUR REMITTANCE**

Order #: ORD-06782-N7Z3F6    Bill To ID #: 283660  
 Order Date: 10/10/2019 11:03 AM    Customer ID #: 346098

Columbia Falls School District 6  
 Dustin Zuffelato  
 PO Box 1259  
 Columbia Falls, MT 59912-1259

**PLEASE SEND PAYMENTS TO:**  
**National School Boards Association**  
 NSBA, PO Box 1807, Merrifield, VA, 22116-8007