

Request for Proposal No. 2027/28-LUSD-IA

Multi-year Contract for
Funding Year 2027/2028

TECHNICAL SPECIFICATIONS FOR HIGH SPEED: INTERNET ACCESS SERVICES

FCC FORM 470 # 270001353



**Lammersville Unified School District
Purchasing Department
111 S. De Anza Blvd.
Mountain House, CA, 95391**

E-rate Funding Year (2027-2028)

NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN The Lammersville Unified School District ("LUSD", "Lammersville Unified", "District") wishes to receive proposals for Internet Access services for E-rate Funding Year (2027-2028).
2. The District wishes to receive vendor proposals covering the terms described below:
 - a. Three years (July 1, 2027-June 30, 2030)
 - b. Five years (July 1, 2027-June 30, 2032)
3. The District will post the RFP, Prequalification documents, and Form 470 on the USAC EPC Portal site <https://portal.usac.org/suite/> and the District website: www.lammersvilleschooldistrict.net
4. Questions must be provided in writing and emailed to RFP2027IAQuestions@lammersvilleusd.net. The subject line must read "**BID 2027-LUSD-IA**". The responses will be provided in an addendum and posted on the District's website and on USAC's EPC portal site.
 - a. The last day to ask questions is **3:00 PM on WEDNESDAY, OCTOBER 21, 2026** In the event that there is a discrepancy in documentation posted in multiple locations, the controlling (master) document will always be located at the District's website.
5. Sealed proposals should be delivered to Lammersville Unified School District. Proposals must be received by the LUSD Purchasing Department no later than **2:01 PM on 11/2/2026 or Alternative Submission via email to: RFP2027IAQuestions@lammersvilleusd.net**

**LAMMERSVILLE UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES
111 S. DE ANZA BLVD.
MOUNTAIN HOUSE, CA, 95391**

6. If awarded the contract, the successful Bidder shall be required to furnish
 - i. A 100% Performance Bond,
 - ii. Criminal Background Investigation/Fingerprinting Certification
7. LUSD reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the Lammersville Unified School District may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Published:

10/2/2026 & 10/9/2026

Equal Opportunity Employer
LAMMERSVILLE UNIFIED SCHOOL DISTRICT

Project Background

The DISTRICT (Lammersville Unified School District) has an on-going strategic plan which includes telecommunication services, connectivity, and support. Lammersville USD technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. The District is seeking to leverage its investment in these areas and provide Administered Internet Access to all district sites.

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 the discount is based on the number of students eligible to receive free and reduced-price meals.

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.

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 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

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, 2027.

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. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

i. 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.

j. 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/>.

k. 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>.

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 may

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.

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 except for 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.

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 2027 funding year (July 1, 2027). 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).

https://docs.fcc.gov/public/attachments/DA-02-3365A1_Rcd.pdf

The complete text can be found at the following URL:

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

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of the funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

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 Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). <https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order>

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.

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 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.

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.

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. 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 agree with coterminous expiration conditions.

TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

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: _____

PROJECT GOALS

The DISTRICT (Lammersville Unified School District) is seeking internet access providers that are able to meet its internet access needs. The district is seeking internet access to Lammersville USD and 10 school sites and 3 ancillary locations.

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 99.5% of the time in a calendar month, and packet delivery of 99.5% 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 telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Can your company ensure LAMMERSVILLE USD 99.95% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?	
Please elaborate:	

4. Is your company able to provide, at no additional charge, immediate notification to LAMMERSVILLE USD network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within LAMMERSVILLE USD?	
Please elaborate:	
5. Please provide the process for LAMMERSVILLE USD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.	
Please elaborate:	
6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
7. Your company will provide a non-performance policy with LAMMERSVILLE USD which provides LAMMERSVILLE USD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within LAMMERSVILLE USD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.	
Please elaborate:	
8. 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?	
Please elaborate:	

9. Does your company agree that LAMMERSVILLE USD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

TRANSITION PLAN

As the cut-over date for any new carrier is July 1, 2027, LAMMERSVILLE USD requires a transition plan to be provided with any proposal response. 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 LAMMERSVILLE USD transition team. The transition plan is to outline the expectations the supplier team would have of LAMMERSVILLE USD and the information or task LAMMERSVILLE USD is to provide the supplier and the date any information or task would be required.

LAMMERSVILLE USD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to 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 had good title to all elements of the facilities and services and has the legal right to contract with LAMMERSVILLE USD for the installation and use of such facilities and services. Service Provider shall indemnify LAMMERSVILLE USD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

Customer Requirements

- Administered Internet Access from 1GB – 10GB
- Onsite demarcation point on the LUSD Local Area Network that is owned and maintained by Service Provider which connects to, but is not part of the LUSD Local Area Network.
- Provide hand-off to LUSD Network.
- Provide facilitation and assistance in dealing with third party-provided circuit issues.
- Provide Dynamic Host Configuration Control Protocol (DHCP).
- Route all Internet-related LUSD site data traffic from LUSD network to the Internet.
- Provide secure firewall service between the Internet and the LUSD Network.
- Provide Primary and Secondary Domain Name Service mapping and LUSD Domain Name Registration
- Provide maintenance and technical support of Internet Access Service appropriate to

- Maintain reliable Internet Access

Information Requested

- Proposed solution pricing
 - Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point in the Data Center at the District Office shall be determined by LAMMERSVILLE USD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.
- District is seeking pricing for the following terms:
 - Three years (July 1, 2027 - June 30, 2030)
 - Five years (July 1, 2027 - June 30, 2032)
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Provide support agreements including response times.

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. The vendor shall provide three (3) K-12 references consisting of similar work and scope.

CONTRACT TERM

LUSD will be seeking a contract length of three years (July 1, 2027 – June 30, 2030 and five years (July 1, 2027 - June 30, 2032). Funding for this project will be Category 1 E-rate Funding at the District discount rate. Any installation costs associated with the service delivery may be amortized over initial term and is to be included within the monthly service cost.

Winning vendor(s) will NOT submit any billing BEFORE, July 1 2027 without the prior written acceptance of LUSD.

SUBMITTAL - REQUEST FOR PROPOSAL - TECHNICAL REQUIREMENTS

SUBMITTAL INFORMATION

Submittal – Each firm submitting a proposal shall submit a signed original proposal plus **3** copies of said proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper and in electronic Compact Disc (CD) or USB format.**

The **"Cost Proposal"** shall be provided within the response in a separate sealed envelope with the same identifying information and wording **"Cost Proposal"** prominently displayed on the exterior. **Responses shall be on 8-1/2" x 11" paper and in electronic Compact Disc (CD) or USB format** or Alternative Submission via email to: RFP2027IAQuestions@lammersvilleusd.net.

All submissions meeting the deadline requirement is the property of LUSD and will not be returned. All information submitted in the proposals will be kept confidential and accessed only by those employees of the DISTRICT reviewing the proposals.

The content and sequence of the proposal will be as follows:

1. Cover Letter/Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. Experience and Client References
5. Technical Capabilities
6. Cost Proposal
7. Transition Plan

References

Before awarding any contract, the DISTRICT reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical, and other qualifications as well as relevant experience and skills of the vendor.

Proposal Deadline – Proposals shall be submitted to the attention of Alvina Keyser at the **Lammersville USD BUSINESS SERVICES DEPARTMENT, 111 S. De Anza Blvd., Mountain House, CA., 95391, prior to 2:01 PM on MONDAY, NOVEMBER 2, 2026** or Alternative Submission via email to RFP2027IAQuestions@lammersvilleusd.net. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted.

Authorized Signatures – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. Unsigned proposals will not be accepted.

Withdrawal – Responses may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or

authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.

Information Request(s) – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, District Administration, or staff. All questions regarding this RFP are to be addressed to the email address listed below. The last day to ask questions is **3:00 PM on WEDNESDAY, OCTOBER 21, 2026. Submit all questions via email only.**

RFP2027IAQuestions@lammersvilleusd.net

Right to Accept or Reject – The Board of Education of the LUSD reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for “E-rate ” funding, the final decision to award or reject may be linked to the approval of the “E-rate ” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.

Availability of Funds – The District’s obligation herein is contingent upon receipt by LUSD of the maximum funding commitment allowed by the Universal Service Fund through the “E-rate” program. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through the “E-rate” Program. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.

Equal Opportunity – It is the policy of the LUSD Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.

Selection – In accordance with the Public Contract Code of the State of California Section 20118.1, the governing board of any school district may contract with an acceptable party who is one of the three lowest responsible proponents for the procurement or maintenance, or both, of electrical data processing systems and supporting software in any manner the board deems appropriate. The District will determine which proposal, taken as a whole, is in the sole opinion of the District deemed to serve best the current needs and future expansion of the District’s requirements. Accordingly, it shall be understood by all proponents that price is not necessarily the sole criterion to be used in the evaluation and selection process, and that if the lowest cost alternative is not of sufficient quality or if there is not sufficient assurance or evidence of sufficient quality to meet stated requirements, the District reserves the right to select another alternative of the same or a different proponents. Proponents’ past performance, equipment, and ability to perform and complete the intended contract and to render the maintenance and other support services described in this RFP throughout the life of the contract will be important

elements, along with the proposed cost (Submittal II), in providing the basis for evaluation and selection. In all these matters, the decision of the District regarding the final selection of the successful proponents and the proposed solution, service, equipment and in awarding of a contract shall be final.

Quality of The Response – The Quality of the response(s) submitted will be evaluated on the following:

- Completeness
- Thoroughness
- Accuracy
- Compliance with Proposal Instructions
- The organization and conciseness of descriptive text material
- Ability to Participate in the “E-rate ” program

Compliance – Responses that do not comply with instructions and forms may be eliminated from further selection.

BASIS OF SELECTION

No commitment will be made to select a proponent's system(s) solely on the basis of cost. Selection will be made on a combination of factors including technical bid submittal, Service, Maintenance & Training. Proponent experience and references, Implementation Plan, Price and other customer satisfaction, customer references, and conformance to the specifications contained in this Request for Proposal. Proposals will be evaluated on a site-by-site basis. The district reserves the right to reject any or all proposals or parts thereof and to award the contract to multiple Proposers based on which proposal(s) are most advantageous to the district. This is not an "all or nothing" RFP. Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

The process that will be used by the district in selecting the firm to perform services outlined in the Request for Proposal will be as follows:

Screening & Selection – The screening and selection will be performed by District Staff. All proposals submitted by firms will be reviewed. The committee will then formulate a recommendation to the Board of Education. The criterion to be used by the committee in the evaluation process is as follows:

Responses will be evaluated according to the following weighting:

No.	Factor	Total Points Available
1	Cost of eligible products and/or services	30
2	Implementation Cost	25
3	Design and Technical Bid Submittal	15
4	Experience with Lammersville USD	10
5	Vendor References	5
6	Ability to deliver service at start of funding year	5
7	Ability to deliver service throughout district geographic region	5
8	Financial stability	5
Total Points		100

General – Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The proposal submitted must describe a system where elements are currently available.

Addenda – In the event revisions to this document become necessary, addendum will be provided to all proponents receiving the RFP from the issuing office, following established procedures.

News Release – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Purchasing Agent.

Disposition of Response – All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.

The successful proponent must be able to fully participate in the E-rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-rate) for the District's E-rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). LUSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.

All pricing submitted shall be firm for a period of 120 calendar days from the proposal due date.

VENDOR BACKGROUND

Please respond to each of the Items listed below:

- How large is your current client base? _____
- Would we have an account team assigned to the District?
- Describe the members of the team and each person's responsibilities.
- How many customers does this account team handle?
- Would the account team be local?
- Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
- For routine orders and changes, whom do we contact?
- Do you have your own service staff? If so, how many local technicians do you have?
- What is the location of the service staff?
- Are the technicians subcontractors?
- What hours are the technicians available?
- Describe how the technicians can be reached.
- How many technicians do you have on call?
- Who will be responsible for coordination of the installation

LAMMERSVILLE USD TECHNICAL SPECIFICATIONS FOR HIGH SPEED:
INTERNET ACCESS SERVICES

Pricing Sheet:

Contract Term: 3 Year Contract

Site Name	Street Address	1GBPS				
		Access Charge	Monthly Recurring Fees	Non-Recurring Fees	Taxes and Fees	Total Cost
Lammersville USD Co-Location	2901 Arch-Airport Road Stockton, CA 95206					
Bethany Elementary School	570 Escuela Dr. Mountain House, CA 95391					
Lammersville Elementary School	16555 Von Sosten Rd. Tracy, CA 95304					
Mountain House High School	1090 South Central Pkwy., Mountain House, CA 95391					
Sebastian Questa Elementary School	685 North Montebello St. Mountain House, CA 95391					
Altamont Elementary School	452 W. St. Francis Ave. Mountain House, CA 95391					
Wicklund Elementary School	300 East Legacy Dr. Mountain House, CA 95391					
Lammersville USD District Office	111 S. De Anza Blvd. Mountain House, CA 95391					
Hansen Elementary School	1400 S Durant Terrace Mountain House, CA 95391					
Professional Development Center- Note Network Operations Center	265 E. Ramsey Drive Mountain House, CA 95391					
Julius Cordes Elementary	296 East Parco Ave. Mountain House, Ca 95391					
Evelyn Costa Elementary	1675 S Gobind Blvd. Mountain House, CA 95391					
Pombo Elementary	1265 N Robiolo Ln Mountain House, CA 95391					

1 GBPS Total Cost

Please describe and/or provide a breakdown of Taxes and Fees: _____

LAMMERSVILLE USD TECHNICAL SPECIFICATIONS FOR HIGH SPEED:
INTERNET ACCESS SERVICES
Pricing Sheet:
Contract Term: 3 Year Contract

Site Name	Street Address	10 GBPS				Total Cost
		Access Charge	Monthly Recurring Fees	Non-Recurring Fees	Taxes and Fees	
Lammersville USD Co-Location	2901 Arch-Airport Road Stockton, CA 95206					
Bethany Elementary School	570 Escuela Dr. Mountain House, CA 95391					
Lammersville Elementary School	16555 Von Sosten Rd. Tracy, CA 95304					
Mountain House High School	1090 South Central Pkwy., Mountain House, CA 95391					
Sebastian Questa Elementary School	685 North Montebello St. Mountain House, CA 95391					
Altamont Elementary School	452 W. St. Francis Ave. Mountain House, CA 95391					
Wicklund Elementary School	300 East Legacy Dr. Mountain House, CA 95391					
Lammersville USD District Office	111 S. De Anza Blvd. Mountain House, CA 95391					
Hansen Elementary School	1400 S Durant Terrace Mountain House, CA 95391					
Professional Development Center- Note Network Operations Center	265 E. Ramsey Drive Mountain House, CA 95391					
Julius Cordes Elementary	296 East Parco Ave. Mountain House, Ca 95391					
Evelyn Costa Elementary	1675 S Gobind Blvd. Mountain House, CA 95391					

Pombo Elementary	1265 N Robiolo Ln Mountain House, CA 95391					
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10 GBPS Total Cost

Please describe and/or provide a breakdown of Taxes and Fees: _____

LAMMERSVILLE USD TECHNICAL SPECIFICATIONS FOR HIGH SPEED:
INTERNET ACCESS SERVICES

Pricing Sheet:

Contract Term: 5 Year Contract

Site Name	Street Address	1GBPS				
		Access Charge	Monthly Recurring Fees	Non-Recurring Fees	Taxes and Fees	Total Cost
Lammersville USD Co-Location	2901 Arch-Airport Road Stockton, CA 95206					
Bethany Elementary School	570 Escuela Dr. Mountain House, CA 95391					
Lammersville Elementary School	16555 Von Sosten Rd. Tracy, CA 95304					
Mountain House High School	1090 South Central Pkwy., Mountain House, CA 95391					
Sebastian Questa Elementary School	685 North Montebello St. Mountain House, CA 95391					
Altamont Elementary School	452 W. St. Francis Ave. Mountain House, CA 95391					
Wicklund Elementary School	300 East Legacy Dr. Mountain House, CA 95391					
Lammersville USD District Office	111 S. De Anza Blvd. Mountain House, CA 95391					
Hansen Elementary School	1400 S Durant Terrace Mountain House, CA 95391					
Professional Development Center- Note Network Operations Center	265 E. Ramsey Drive Mountain House, CA 95391					
Julius Cordes Elementary	296 East Parco Ave. Mountain House, Ca 95391					
Evelyn Costa Elementary	1675 S Gobind Blvd. Mountain House, CA 95391					
Pombo Elementary	1265 N Robiolo Ln Mountain House, CA 95391					

1 GBPS Total Cost

Please describe and/or provide a breakdown of Taxes and Fees: _____

LAMMERSVILLE USD TECHNICAL SPECIFICATIONS FOR HIGH SPEED:
INTERNET ACCESS SERVICES
Pricing Sheet:
Contract Term: 5 Year Contract

Site Name	Street Address	10 GBPS				Total Cost
		Access Charge	Monthly Recurring Fees	Non-Recurring Fees	Taxes and Fees	
Lammersville USD Co-Location	2901 Arch-Airport Road Stockton, CA 95206					
Bethany Elementary School	570 Escuela Dr. Mountain House, CA 95391					
Lammersville Elementary School	16555 Von Sostan Rd. Tracy, CA 95304					
Mountain House High School	1090 South Central Pkwy., Mountain House, CA 95391					
Sebastian Questa Elementary School	685 North Montebello St. Mountain House, CA 95391					
Altamont Elementary School	452 W. St. Francis Ave. Mountain House, CA 95391					
Wicklund Elementary School	300 East Legacy Dr. Mountain House, CA 95391					
Lammersville USD District Office	111 S. De Anza Blvd. Mountain House, CA 95391					
Hansen Elementary School	1400 S Durant Terrace Mountain House, CA 95391					
Professional Development Center- Note Network Operations Center	265 E. Ramsey Drive Mountain House, CA 95391					
Julius Cordes Elementary	296 East Parco Ave. Mountain House, Ca 95391					
Evelyn Costa Elementary	1675 S Gobind Blvd. Mountain House, CA 95391					

Pombo Elementary	1265 N Robiolo Ln Mountain House, CA 95391					
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10 GBPS Total Cost

Please describe and/or provide a breakdown of Taxes and Fees: _____
