PALO ALTO
UNIFIED SCHOOL DISTRICT

Request for Proposals

WAN Fiber Services: Leased Dark Fiber and Leased Lit Fiber

RFP # 26-IT-01-WAN | Issued November 16, 2026

Proposals due January 11, 2027 **by 12:00 noon**

1. Notice Inviting Proposals

The Palo Alto Unified School District ("District") invites sealed proposals from qualified providers ("Responders") to provide wide area network (WAN) fiber connectivity between District sites, with maintenance and operations, as leased dark fiber or leased lit fiber, as described in this RFP (the "Project"). The District is procuring telecommunications and related technology and will select a Responder by competitive negotiation under Public Contract Code section 20118.2, choosing the proposal most advantageous to the District, price and other factors considered.

Proposals due	January 11, 2027, 12:00 noon. Submit one PDF electronically to dmoore@pausd.org. Proposals received after this time will not be accepted.
Opening	Proposals are opened by District staff at 12:15 p.m. on January 11, 2027 at 25 Churchill Avenue, Palo Alto, CA 94306. Proposals and prices become public when the District selects a Responder.
RFP documents	https://www.pausd.org/RFP-26-IT-01-WAN. Addenda and answers to questions are posted at the same location. This page is the controlling source if copies posted elsewhere differ.
Publication	This notice is published at least twice, at least 10 days before proposals are due, in a local newspaper of general circulation. The RFP is also sent directly to providers known to offer these services.

The District may reject any or all proposals and may waive immaterial irregularities. Selection is subject to findings and approval by the District's Governing Board. The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in awarding contracts.

2. Schedule

Date	Event
December 4, 2026, 4:00 p.m.	Written questions due
December 11, 2026	Answers and any addenda posted
January 11, 2027, 12:00 noon	Proposals due
January 11 – 15, 2027	Evaluation and negotiation
January 19, 2027	Board findings and award
July 1, 2027	Service start date; 36- or 60-month term begins

3. Instructions to Responders

3.1 **Questions.** Submit questions in writing to Derek Moore, Chief Technology Officer, at dmoore@pausd.org, subject line "RFP: WAN Fiber Services," by the deadline in Section 2. Only written questions are answered. Answers are posted to all Responders as addenda. Site maps are available from the same contact on request, requests for site maps must be made by the same deadline in Section 2.

3.2 **Options and terms.** A Responder may propose either or both of two options: **Option A** leased dark fiber and **Option B** leased lit fiber (Sections 5.2 and 5.3). For each option, the Responder may propose a 36-month term, a 60-month term, or both. Each option and term is a separate priced proposal, scored separately, and the District may select any one of them. A Responder need not propose both options.

3.3 **Submission.** Submit one PDF by email to the address in Section 1 containing, in this order: (a) Exhibit B – Cost Proposal, one for each option and term proposed; (b) Exhibit C – Proposal Form and Certifications; (c) Exhibit D – Responsibility and Experience Information; (d) the technical and maintenance description required by Section 5.4; (e) any exceptions (Section 3.4); and (f) Appendix A, signature page and Appendix A-1. Proposals not made on the District's forms in Exhibits B and C will be disregarded. It is the Responder's responsibility to confirm timely receipt.

3.4 **Exceptions.** A Responder may attach its standard service agreement and a sheet titled "Exceptions" listing each RFP term to which it objects and its proposed alternative. The District may consider exceptions in scoring, may negotiate them (Section 6.4), and may reject a proposal whose exceptions it finds unacceptable. Terms not listed are accepted as written.

3.5 **Validity.** Proposals and prices remain firm for 90 days after the due date.

3.6 **Public records.** Proposals are public records once the District selects a Responder (Gov. Code § 7920.000 et seq.). No part of a proposal will be treated as confidential, even if marked as such.

3.7 **Board contact.** No Responder or its agent may directly or indirectly contact any member of the Board of Education about this RFP from issuance through award. A violation disqualifies the Responder or, if discovered after award, allows the Board to cancel the contract at the Responder's expense.

3.8 **Costs.** The District is not responsible for any cost of preparing a proposal.

4. Background and Scope

The District operates 18 school sites and a District Office in Palo Alto and Stanford. Its WAN is a "hub and spoke" design: the District Office and several secondary schools act as hubs, and each other site connects to its nearest hub over a dedicated circuit that terminates at the site's main distribution frame (MDF). Today the circuits are leased dark fiber, two strands per site, under a license that expires **June 30, 2027**. The District's Internet service is delivered through a connection at the Equinix SV8 data center. Exhibit A lists each site and shows the existing network.

Scope. Provide, under Option A or B, a circuit for each site in Exhibit A, with all maintenance and operations, for a term of 36 or 60 months beginning **July 1, 2027**. Clarifications:

- The District Office is a site. Its termination point is the MDF.

- Equinix SV8 is not a District facility; it is the District's Internet patch point. Internet access service is not part of this RFP. For Option A only, include a cross-connect endpoint in the Equinix SV8 facility as transport to that patch point.
- The District owns the fiber for these links, which are not to be priced under any option: Palo Alto High – District Office; Fairmeadow Elementary – Jane Lathrop Stanford Middle; Herbert Hoover Elementary – Jane Lathrop Stanford Middle. A Responder may describe an alternative for these links, but it will not be part of the price score in Section 6.
- There is no mandatory site visit or pre-proposal meeting.

5. Requirements

Every requirement in Sections 5.1 through 5.3 that applies to the option proposed is mandatory. A proposal that does not meet each one is nonresponsive, unless the District accepts an exception under Section 3.4.

5.1 All options

1. **Term and start.** 36 or 60 months beginning July 1, 2027. Each circuit must be installed, tested, and accepted by the District on or before July 1, 2027, with no interruption of existing service. The Responder may not bill for a circuit before it is accepted or before July 1, 2027.
2. **Handoff.** Each circuit must work with the District's Aruba 8325 switches using an Aruba 10G SFP+ LC LR 10 km SMF or Aruba 25G SFP28 LC LR 10 km SMF transceiver, or equal. Deliver test results for each circuit at acceptance.
3. **Rights.** The Responder must own, or hold rights (conduit, pole attachment, right-of-way, or license) for, every fiber route for the full term and must have the right to provide the service to the District.
4. **Price.** Prices are fixed for the full term. Prices must include all taxes, fees, and surcharges, all installation, and the cost to extend service from the minimum point of entry to the MDF at each site, except special construction charges, which must be itemized by site and included in the one-time cost (Section 5.2 or 5.3).
5. **Billing.** Invoice monthly with detail by site and circuit.

5.2 Option A – Leased dark fiber

1. Provide exactly two dedicated single mode (OS2) fiber strands, end to end, for each circuit, terminated at the MDF (or at Equinix SV8 for the Internet cross-connect). The District is charged for two strands only, regardless of the number of strands in the cable.
2. Price as a one-time cost (all installation, including any special construction, itemized by site; enter $0 if none) plus a monthly cost covering the lease and all maintenance and operations in Section 5.4. The District's existing fiber is already in place, so a Responder using it needs no new construction; any other Responder must include the construction needed to reach every site in its price.

5.3 Option B – Leased lit fiber

1. The Responder owns, operates, and maintains the fiber and all equipment; ownership does not transfer to the District. The Responder's equipment at each site presents an Ethernet handoff on

single mode fiber with LC connectors, using a 10GBASE-LR or 25GBASE-LR (10 km) optical port that works with the Aruba transceivers in Section 5.1. The District supplies its own transceiver.

2. Each circuit must be upgradeable incrementally and downgradeable at any time during the term, without penalty or new commitment. Bandwidth options must include 10 Gbps, 25 Gbps, priced in Exhibit B-2.

3. Price as a monthly cost that includes installation, equipment, maintenance, and operations. A one-time cost is allowed only for special construction, itemized by site.

5.4 Maintenance, operations, and service levels (all options)

The Responder must provide a 24/7/365 telephone number for reporting outages. The District requests the following service levels. For each, state in the proposal whether the Responder commits to it or describe what it offers instead; the response is scored under Reliability and Support (Section 6.1).

Service level	Requested
Monitoring	Proactive monitoring 24 hours a day, 7 days a week, 365 days a year
Outage notice	Notice to the District within 30 minutes of any outage or cut
Restoration plan	Restoration plan to the District within 1 hour of the outage
Repair	Mean time to repair of 4 hours or less
Escalation	A written escalation list with names, titles, and phone numbers
Remedy	A credit against monthly charges for any outage or violation of these service levels

Attach a description of the proposed design and of the Responder's maintenance practices covering: underground utility locating (811) before excavation; routine inspection; planned outage windows and notice to customers; the monitoring system and who operates it; handling of unscheduled outages; emergency restoration arrangements with utilities and contractors; and repair or replacement of damaged or out-of-specification fiber and equipment.

6. Evaluation and Award

6.1 **Criteria.** A panel of District staff will score each responsive proposal on the following criteria and weights. Price has the greatest weight.

Criterion	Weight	What is considered
E-Rate Eligible Price	50%	Evaluated Price under Section 6.2
Technical design	20%	Fitness of the proposed design for the District's network, scalability, and fit with the District's equipment
Reliability and support	10%	Service levels committed, monitoring, repair capability, and Section 5.4 description
Experience and references	10%	Performance for school districts and other public agencies, as shown in Exhibit D
Terms and implementation	10%	Contract terms and exceptions, and the plan and timeline to meet the July 1, 2027 start

6.2 **Price score.** The Evaluated Price is the average monthly cost of all circuits: the total one-time cost divided by the months in the term, plus the total monthly cost, from Exhibit B, as adjusted by Appendix A. Option B is evaluated at 10 Gbps for each circuit. A proposal's price points equal 50 times the lowest Evaluated Price among responsive proposals divided by that proposal's Evaluated Price. To compare the options fairly, the District may add its estimated cost of any equipment it would have to buy to use a proposed option.

6.3 **Responsive proposals.** A proposal is responsive if it is complete, on the District's forms, and meets the mandatory requirements of this RFP. The District will notify a Responder whose proposal it finds nonresponsive and give it an opportunity to respond.

6.4 **Negotiation.** The District may negotiate with the highest-scoring Responder, or with more than one Responder at once, on price, terms, and exceptions, and may request best and final offers. If the District cannot reach agreement, it may negotiate with the next-highest scoring Responder.

6.5 **Findings and award.** Before the District buys, the Board must find that the purchase is of the technology described in Public Contract Code section 20118.2. The contract will be awarded to the qualified Responder whose proposal is most advantageous to the District. If that is not the lowest-priced proposal, the Board will make a finding stating the basis for the award. If only one proposal is received, the Board will make a finding to that effect before negotiating. The Board may reject all proposals and request new ones. Award is not final until the Board approves it.

6.6 **Execution.** The Responder awarded the contract must sign the Agreement (Exhibit E) and provide the required insurance certificates within 10 days after notice of award. If it does not, the Board may revoke the award and award to the next-highest scoring Responder.

7. Protests

A Responder that believes the award does not comply with law, Board policy, administrative regulation, or this RFP may protest in writing to the Superintendent or designee at 25 Churchill Avenue, Palo Alto, CA 94306, **within five working days after receiving notice of award**. The protest must include all documents supporting it. Failure to file on time waives the right to protest. The Superintendent or designee will decide in writing within 30 working days and may meet with the Responder. The Responder may appeal to the Board; the District will give at least three business days' notice of the Board meeting, and the Board's decision is final.

8. Contract Terms

8.1 **Contract documents.** The contract consists of this RFP (with Appendix A and addenda), the Responder's proposal, the signed Agreement (Exhibit E), and any service agreement the parties negotiate. If they conflict, the documents control in that order, except that a negotiated written term that the Board approves controls over the RFP.

8.2 **Term.** The 36- or 60-month term selected at award, beginning July 1, 2027. Any extension requires a written agreement approved by the Board, and the total term may not exceed five years (Ed. Code § 17596). The contract does not guarantee a minimum amount of work and does not prevent the District from buying similar services elsewhere.

8.3 **Termination.** The District may terminate for cause on 10 calendar days' written notice, and without cause on 30 calendar days' written notice. The contract ends automatically if the District does not appropriate funds for a fiscal year.

8.4 **Independent contractor and insurance.** The Responder is an independent contractor. Before work begins and throughout the term it must carry commercial general liability insurance of at least $1,000,000 per occurrence naming the District, its Board, officers, and employees as additional insureds, and workers' compensation insurance as required by Labor Code section 3700, and must deliver certificates with a clause requiring 10 days' written notice to the District before cancellation or reduction.

8.5 **Indemnity.** To the fullest extent allowed by law, the Responder will defend, indemnify, and hold harmless the District, its Board, officers, agents, and employees from claims arising from the acts or omissions of the Responder or its employees, agents, or subcontractors in performing the contract.

8.6 **Fingerprinting.** The Contractor and all applicable subcontractors shall comply with California Education Code sections 45125.1, 45125.15, 45125.2, and all other applicable laws governing criminal background checks, fingerprinting, prior school employment screening, and student safety.

The Contractor shall ensure that all employees, agents, representatives, and subcontractor personnel who may have contact with District pupils have completed all legally required background checks and screening before commencing applicable services. The Contractor shall provide the District with a complete and accurate list of such personnel and update the list as necessary.

The Contractor shall provide written certification of compliance and cooperate with the District in verifying required clearances and employment-history information. No personnel subject to these requirements shall be permitted to perform applicable services until all required verifications have been completed.

Failure to comply with these requirements may constitute grounds for termination of the Agreement.

8.7 **Prevailing wage.** Any work under the contract that is a public work under Labor Code section 1720 et seq. is subject to prevailing wage requirements. Prevailing wage determinations are on file at the District Office and available at www.dir.ca.gov. The Responder and any subcontractor performing such work must be registered with the Department of Industrial Relations under Labor Code section 1725.5 and keep that registration current.

8.8 **Law and venue.** The contract is governed by California law. Venue is the state or federal court in Santa Clara County. The Responder must comply with all applicable federal, state, and local laws.

8.9 **Assignment.** The contract may not be assigned, in whole or in part, without the District's written consent.

Exhibit A – Sites and Network Diagram

Site	Address	Termination	Note
District Office	25 Churchill Ave., Palo Alto, CA 94306	MDF	
Addison Elementary	650 Addison Ave., Palo Alto, CA 94301	MDF	
Barron Park Elementary	800 Barron Ave., Palo Alto, CA 94306	MDF	
Juana Briones Elementary	4100 Orme St., Palo Alto, CA 94306	MDF	
Duveneck Elementary	705 Alester Ave., Palo Alto, CA 94303	MDF	
El Carmelo Elementary	3024 Bryant St., Palo Alto, CA 94306	MDF	
Escondido Elementary	890 Escondido Rd., Stanford, CA 94305	MDF	
Fairmeadow Elementary	500 E. Meadow Dr., Palo Alto, CA 94306	MDF	District-owned link; do not price
Walter Hays Elementary	1525 Middlefield Rd., Palo Alto, CA 94301	MDF	
Herbert Hoover Elementary	445 E. Charleston Rd., Palo Alto, CA 94306	MDF	District-owned link; do not price
Lucille M. Nixon Elementary	1711 Stanford Ave., Stanford, CA 94305	MDF	
Ohlone Elementary	950 Amarillo Ave., Palo Alto, CA 94303	MDF	
Palo Verde Elementary	3450 Louis Rd., Palo Alto, CA 94303	MDF	
Frank S. Greene Jr. Middle	750 N. California Ave., Palo Alto, CA 94303	MDF	
Jane Lathrop Stanford Middle	480 E. Meadow Dr., Palo Alto, CA 94306	MDF	
Ellen Fletcher Middle	655 Arastradero Rd., Palo Alto, CA 94306	MDF	
Henry M. Gunn High	780 Arastradero Rd., Palo Alto, CA 94306	MDF	
Palo Alto High	50 Embarcadero Rd., Palo Alto, CA 94301	MDF	District-owned link; do not price
Greendell	4120 Middlefield Rd., Palo Alto, CA 94303	MDF	
Equinix SV8 (cross-connect)	529 Bryant St., Palo Alto, CA	Fl-B / Rm-8B055	Option A cross-connect only

Existing dark fiber WAN links. Solid lines are leased fiber; dashed lines are District-owned fiber.

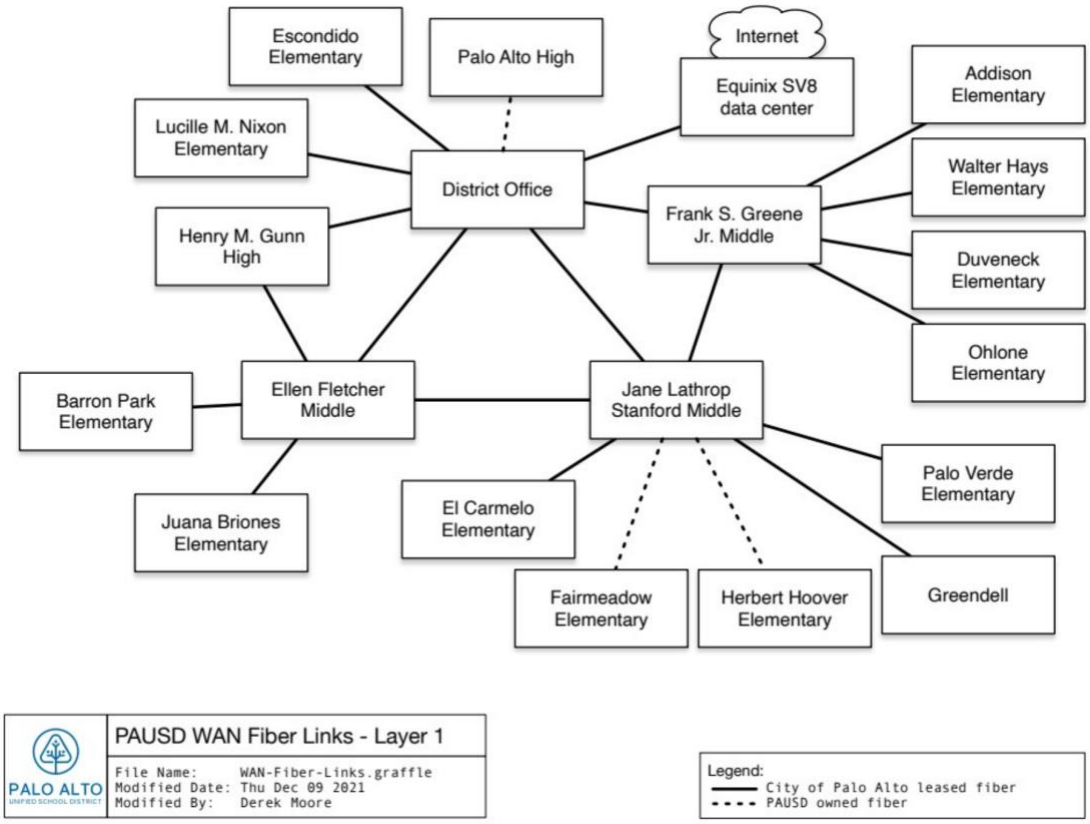


Exhibit B – Cost Proposal

Complete one Exhibit B for each option and term proposed.

Responder: _____ Contact: _____

Option (check one): ☐ A – Leased dark fiber ☐ B – Leased lit fiber

Term (check one): ☐ 36 months ☐ 60 months

Enter a one-time cost (all non-recurring charges; enter $0 if none) and a monthly cost for each circuit, for a term beginning July 1, 2027. Include all taxes, fees, and surcharges. See Section 5: Requirements for additional details.

Circuit / site	One-time cost	Monthly cost	Bandwidth (Option B only)
District Office	$	$	
Addison Elementary	$	$	
Barron Park Elementary	$	$	
Juana Briones Elementary	$	$	
Duveneck Elementary	$	$	
El Carmelo Elementary	$	$	
Escondido Elementary	$	$	
Walter Hays Elementary	$	$	
Lucille M. Nixon Elementary	$	$	
Ohlone Elementary	$	$	
Palo Verde Elementary	$	$	
Frank S. Greene Jr. Middle	$	$	
Jane Lathrop Stanford Middle	$	$	
Ellen Fletcher Middle	$	$	
Henry M. Gunn High	$	$	
Greendell	$	$	
Equinix SV8 cross-connect (Option A only)	$	$	n/a
Totals	$	$	

Evaluated Price (average monthly cost) = total one-time cost ÷ months in term + total monthly cost = $_____ per month.

Exhibit B-2 – Bandwidth price schedule (Option B only). Monthly price per circuit at each bandwidth, firm for the term: 10 Gbps $_____ 25 Gbps $_____

Exhibit C – Proposal Form and Certifications

To: Superintendent and Board of Education, Palo Alto Unified School District, 25 Churchill Avenue, Palo Alto, CA 94306. RFP # 26-IT-01-WAN

The undersigned has read this RFP and Addenda Nos. _____, and proposes to provide the services described, under the option(s) and term(s) and for the prices in the attached Exhibit B forms, except as listed on an attached "Exceptions" sheet (if none, write "None"). This proposal is valid for 90 days after the due date. By signing, the Responder makes the following certifications:

1. **Fingerprinting and Criminal Background Checks (Education Code §§ 45125.1, 45125.15, and 45125.2).** The Responder certifies that it and its subcontractors shall comply with all applicable fingerprinting, criminal background check, prior school employment screening, and student safety requirements. All personnel subject to these requirements shall complete the required screening and verification, including clearance concerning disqualifying felony convictions as defined in Education Code section 45122.1, before performing applicable services involving District pupils. The Responder shall provide required certifications and cooperate with the District in verifying compliance.
2. **Workers' compensation (Lab. Code § 3700).** "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
3. **Insurance.** The Responder will carry the insurance and provide the certificates required by Section 8.4 and agrees to the indemnity in Section 8.5.
4. **Non-collusion (Pub. Contract Code § 7106).** The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. It is genuine and not collusive or sham. The Responder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding. The Responder has not sought by agreement, communication, or conference with anyone to fix the bid price of the Responder or any other bidder, or to fix any overhead, profit, or cost element of any bid price. All statements in the proposal are true. The Responder has not disclosed its bid price or any breakdown or contents of it to any corporation, partnership, company, association, organization, bid depository, or member or agent thereof to effectuate a collusive or sham bid, and has not paid and will not pay any person or entity for such purpose.
5. **Recycled content (Pub. Contract Code § 22152).** The minimum percentage of post-consumer material in the products, materials, goods, or supplies offered is _____ % (enter 0 if none).
6. **Registration and subcontractors.** The Responder's Department of Industrial Relations registration number is _____ (or "N/A – no public work"). Subcontractors that will perform more than one-half of one percent of the Responder's total price (write "None" if none):

Subcontractor	CSLB license #	DIR registration #	Portion of work

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to sign for the Responder. Executed on _____, 20____, at _____, California.

Legal name / type of organization	
Address	
Taxpayer ID No. / phone / email	
Signature, printed name, and title	

Exhibit D – Responsibility and Experience Information

Attach or complete the following so the District can evaluate experience and reliability (Section 6.1) and the Responder's capacity to perform.

1. **Fiber rights.** For each circuit, state who owns the fiber and conduit and what rights (right-of-way, pole attachment, license, or lease) the Responder holds, and when those rights expire.
2. **References.** Provide at least three customers, preferably public agencies or school districts, for which the Responder has provided dark fiber or lit fiber services in the last five years.

Customer	Contact name, phone, email	Services provided	Dates

3. **Contract history.** State whether, in the last five years, the Responder has had a public contract terminated for cause or default, or has been suspended or debarred from public contracting. If so, explain.
4. **Maintenance personnel.** Describe the crews and certifications that will maintain the District's fiber and where they are based.

Exhibit E – Agreement

This Agreement is between the Palo Alto Unified School District ("District"), 25 Churchill Avenue, Palo Alto, CA 94306, and _____ ("Contractor").

1. Contractor will provide the services, maintenance, and operations described in RFP # 26-IT-01-WAN and Contractor's proposal dated _____, under Option ☐ A ☐ B, for ☐ 36 ☐ 60 months beginning July 1, 2027, at the prices in Contractor's Exhibit B, for an Evaluated Price of $_____ per month.
2. The RFP, its addenda and Appendix A, and the proposal are part of this Agreement as stated in Section 8.1 of the RFP.
3. This Agreement is not effective until approved by the District's Governing Board. The District may terminate it as stated in Section 8.3 of the RFP.

Palo Alto Unified School District	**Contractor**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Email:	Email:

Appendix A – E-rate Requirements

The District participates in the federal E-rate program (Schools and Libraries Universal Service Support, 47 C.F.R. Part 54, Subpart F), administered by the Universal Service Administrative Company (USAC). This Appendix applies to every Responder and to any resulting contract. This RFP is posted to USAC's E-rate Productivity Center (EPC) with FCC Form 470 #270002477 for Funding Year 2027 (July 1, 2027 – June 30, 2028). Internet access service is not part of this RFP and is procured separately. If this Appendix conflicts with another part of this RFP, this Appendix controls for E-rate matters.

Part A is the E-Rate Supplemental Terms and Conditions for Funding Year 2027, prepared by the District's E-rate consultant. **Part B** adds District terms. In this Appendix, "Applicant" means the District; "Service Provider" means the Responder and, after award, the Contractor; and "Agreement" means the contract resulting from this RFP. A signed copy of this Appendix must be returned with the proposal.

Part A – E-Rate Supplemental Terms and Conditions (FY2027)

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 as a result of this RFP.

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, and identified in Appendix A-1.

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/.

k. 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.

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

m. 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 may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP. 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 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.

4. Starting services / advance installation

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 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.

- The District Office is a site. Its termination point is the MDF.
- Equinix SV8 is not a District facility; it is the District's Internet patch point. Internet access service is not part of this RFP. For Option A only, include a cross-connect endpoint in the Equinix SV8 facility as transport to that patch point.
- The District owns the fiber for these links, which are not to be priced under any option: Palo Alto High – District Office; Fairmeadow Elementary – Jane Lathrop Stanford Middle; Herbert Hoover Elementary – Jane Lathrop Stanford Middle. A Responder may describe an alternative for these links, but it will not be part of the price score in Section 6.
- 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 District Office is a site. Its termination point is the MDF.
- Equinix SV8 is not a District facility; it is the District's Internet patch point. Internet access service is not part of this RFP. For Option A only, include a cross-connect endpoint in the Equinix SV8 facility as transport to that patch point.
- The District owns the fiber for these links, which are not to be priced under any option: Palo Alto High – District Office; Fairmeadow Elementary – Jane Lathrop Stanford Middle; Herbert

Hoover Elementary – Jane Lathrop Stanford Middle. A Responder may describe an alternative for these links, but it will not be part of the price score in Section 6.

- The Category 1 service must depend on the installation of the infrastructure.
- The District Office is a site. Its termination point is the MDF.
- Equinix SV8 is not a District facility; it is the District's Internet patch point. Internet access service is not part of this RFP. For Option A only, include a cross-connect endpoint in the Equinix SV8 facility as transport to that patch point.
- The District owns the fiber for these links, which are not to be priced under any option: Palo Alto High – District Office; Fairmeadow Elementary – Jane Lathrop Stanford Middle; Herbert Hoover Elementary – Jane Lathrop Stanford Middle. A Responder may describe an alternative for these links, but it will not be part of the price score in Section 6.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- The District Office is a site. Its termination point is the MDF.
- Equinix SV8 is not a District facility; it is the District's Internet patch point. Internet access service is not part of this RFP. For Option A only, include a cross-connect endpoint in the Equinix SV8 facility as transport to that patch point.
- The District owns the fiber for these links, which are not to be priced under any option: Palo Alto High – District Office; Fairmeadow Elementary – Jane Lathrop Stanford Middle; Herbert Hoover Elementary – Jane Lathrop Stanford Middle. A Responder may describe an alternative for these links, but it will not be part of the price score in Section 6.
- 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), https://docs.fcc.gov/public/attachments/DA-02-3365A1_Rcd.pdf. This FCC decision only applies to Priority/Category 1 services (telecommunications services and Internet access). The complete text can be found at 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 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 for ten (10) years after the later of the last date of service or 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, 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.

Part B – District Terms

B.1 **Debarment and gifts.** (a) The Responder must not be debarred under 47 C.F.R. § 54.8. (b) The Responder and its agents may not offer or give any gift, meal, or thing of value to any District employee, Board member, or consultant involved in this procurement, except as 47 C.F.R. § 54.503(d) allows, and must not seek information about this RFP other than through the contact in Section 3.1.

B.2 **Eligibility and cost allocation.** Services are expected to be wholly E-rate eligible. If any charge in Exhibit B is not eligible under USAC's Eligible Services List, the Responder must identify it, with its amount, in Appendix A-1, so it can be cost allocated. If there is none, write "None."

B.3 **Evaluation.** Under Section 6.1, price is weighted at 50%, more than any other single factor. The price factor is scored only on the price of E-rate eligible services; any charge identified as ineligible in Appendix A-1 is excluded from the Evaluated Price and may be considered under the Terms and implementation criterion. In comparing the options, the District will consider the expected useful life of the facilities under each. The District will apply the same criteria to all Responders and will not disclose non-public information to any Responder.

B.4 **Special construction payment.** The District requests that any special construction charge (construction needed to deliver a circuit) be payable in installments over up to four years. Each

Responder must state in its proposal whether it agrees. If it does not, the District will pay its non-discounted share of the charge within 90 days after receiving service.

Responder certification. I, the undersigned, as an authorized agent of the Responder named below, certify that I have read the E-Rate Supplemental Terms and Conditions (Part A) and the District Terms (Part B) of this Appendix, am fully compliant, and intend to cooperate with the E-rate process as outlined above. The Service Provider acknowledges, accepts, and agrees to the coterminous expiration conditions in Section 7 of Part A.

Service provider name	
SPIN	
FRN	
Signature	
Printed name and title	
Phone / email	
Date	

Appendix A-1 – Cost Allocation Schedule

Item or charge that is not E-rate eligible	Amount over the term	Basis for allocation
None / list below		