Request for Proposal E-RATE YEAR 20**27** (**2027-2028**)
RFP IT-26/27-02

Multi-Year Contract for E-Rate Eligible Internet Access Services with Transport

Soledad Unified School District
1261 Metz Rd
Soledad CA 93960

erate@soledadusd.org

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Notice to Bidders

The **Soledad Unified School District** (**SUSD**) wishes to receive proposals for Internet Access services for E-Rate Funding Year 2027 (**2027-2028)**. The District has **9** school and operational facilities including a District Office that is currently connected with On Demand services that is currently set to 100GB CIR and 2Gbps link speed provided by our current providers.

- The District wishes to receive vendor proposals covering the period of three (3) years, with two (2) single year optional extensions.
- Please contact **Annette Trujillo**, **Director of Technology** via email at **erate@soledadusd.org** for information about the RFP. The District will not respond to phone inquiries or questions received after the RFI deadline, **November 19, 2026 at 4pm**. All addendum(s), questions and answers will be posted to the E-rate EPC portal website.
- Responses will be received via email only at erate@soledadusd.org with the subject "Request for Proposal #IT-26/27-02 Internet Services with Transport" no later than December 4, 2026 at 4:00 pm.
- Site Walk (by RSVP only, email erate@soledadusd.org) will be available on November 13, 2026 at 9am.
- If awarded the contract, the successful Bidder shall be required to furnish:
    - Criminal Background Investigation/Fingerprinting Certification
- **SUSD** 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 **Soledad 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.

Timeline Schedule – For your information, the following is the District's timeline:

Date	Item
November 5, 2026	RFP Released & Post Form 470 & District Website
November 13, 2026 at 9am (by RSVP only, email erate@soledadusd.org if interested)	Site Walk
No later than **4:00pm** on **November 19, 2026**	Last Day to Submit RFI's (questions)
No later than **4:00pm** on **November 23, 2026**	District to respond to RFI's
December 4, 2026 at 4:00pm	Request for Proposals Due

General Terms & Conditions

This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bid Proposals & Submissions

Please see the section 'Submittal Information'.

The Bid

All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. Unsigned bids will not be accepted.

"FAX" Bids

Facsimile copies of bids will not be accepted for formal advertised bids.

Definitions

Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

Name and Nature of Bidder's Legal Entity

The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

Withdrawal of Bid

Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to **public Contract Code Sections 5100 et. seq.**

Assignment of Contract or Purchase Order

The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

Bid Negotiations

A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.

Prices

Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Monterey County for products listed herein.

Taxes

Taxes shall not be included in unit prices. The District will pay the State Sales and Use Tax and or taxes and surcharges as allowed by the **CPUC; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon**. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.

Performance Guarantee

The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Chief Business Officer. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Chief Business Officer is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

Quantity and Quality of Materials or Services

The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Chief Business Officer, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District

premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). **In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law**. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

District Requirements

The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

Acceptance or Rejection of Bids

The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

Bid Exceptions

All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the District's Governing Board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral, electronic, or other informal modification of any bid submitted will be considered.

Awards

The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the District's Governing Board reserves the right to accept or reject any or all bids and to waive any informality in the bidding. Lastly, the District reserves the right, in its sole and absolute discretion, to reject any or all proposals and to elect not to award any contract pursuant to this Request for Proposal, whether or not proposals are received, opened, evaluated or ranked. The District shall have no obligation to make an award, to award any particular service provider, or to proceed with the procurement if the District determines that doing so is not in its best interest.

Execution of Contract

Issuance of a Purchase Order and/or Letter of Intent and/or Award shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

Delivery

Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

Default by Contractor

The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

Invoices and Payments

Unless otherwise specified, the successful bidder(s) shall render invoices for materials delivered or services performed under the contract, to:

Soledad Unified School District

1261 Metz Rd
Soledad CA 93960

Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal

Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within forty-five (45) calendar days after acceptance thereof and approval of the invoices by the authorized District Representative.

Miscellaneous Provisions

A. Assignment of Contracts
The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

B. Binding Effect
This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability
If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments
The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement
This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause
The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, pandemic, epidemic, cyberattack, or government-ordered shutdown, when satisfactory evidence thereof is presented to the other party within five (5) business days of the occurrence, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing. The affected party shall use commercially reasonable efforts to mitigate the effects of the force majeure event.

G. Hold Harmless Clause

The successful bidder agrees to indemnify, defend and save harmless **Soledad Unified School District**, its Governing Board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

H. Prevailing Law
In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue
In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of **California**. Venue shall only be with the appropriate state or federal court located in **Monterey County**.

J. Permits and Licenses
The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges
If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents
The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor
While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination
It is the policy of the District's Governing Board, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, religious creed, age, disability, gender identify, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or any other characteristic protected by applicable law. Therefore, the bidder agrees to comply with applicable Federal

and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Termination Without Cause
This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate. Upon termination, the Contractor shall cooperate fully in the transition of services and shall refund any prepaid amounts for services not yet delivered.

P. Product Shortages
If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source, subject to compliance with applicable E-Rate program rules. . The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

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.

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/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 from 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 business 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 must be separately itemized and clearly identified in the Proposal. All contingency fees must be pre-approved in writing by the Applicant before they may be invoiced. 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

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.

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. If the Service Provider's failure to timely invoice USAC results in the loss of E-Rate funding for the Applicant, the Service Provider shall be responsible for reimbursing the Applicant for the amount of E-Rate funding lost due to such failure.

6. FCC/USAC AUDITS

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

7. PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. 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.

8. 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 documented, verified incremental tariff cost incurred at the time of purchase, subject to prior written approval by the District and not to exceed 10% of the original bid price for the affected item(s).

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: _____

Non-collusion Declaration to be Executed By and Submitted with Proposal

Soledad Unified School District

RFP No. IT-26/27-02

Multi-Year Contract for E-rate Eligible Internet Access Services

I,_____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of **California** that the foregoing is true and correct.

Date _____

Name of Vendor _____

Printed name of Authorized Company Representative _____

Signature of Authorized Company Representative _____

Proposal Submission

RFP No. IT-26/27-02

Multi-Year Contract for
E-rate Eligible Internet
Access Services

To be signed by authorized company agent.

Company Name	Address		
Signature	City	State	Zip Code
Printed Name	Phone Number	Fax Number	
Title	Email Address		
Federal Tax ID Number	SPIN Number		

Prime Point of Contact

RFP No. IT-26/27-02

Multi-Year Contract for
E-rate Eligible
Internet Access Services

Company Name	Address		
Signature	City	State	Zip Code
Printed Name	Phone Number	Fax Number	
Title	Email Address		

Request for References

TO BE EXECUTED AND SUBMITTED WITH BID

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

1	Name of Reference		Address		
	Contact Person		City	State	Zip Code
	Scope of Project		Phone Number	Fax Number	
			Email Address		
2	Name of Reference		Address		
	Contact Person		City	State	Zip Code
	Scope of Project		Phone Number	Fax Number	
			Email Address		
3	Name of Reference		Address		
	Contact Person		City	State	Zip Code
	Scope of Project		Phone Number	Fax Number	
			Email Address		

Requested Services & District Topography

The requested Internet Access Services will terminate at the addresses listed in Appendix A, which includes all schools plus the District Office:. A list of these sites, street addresses and desired Committed Information Rates ("CIR") appear in "Appendix A" of this RFP.

This project is entirely contingent upon approved project funding from the federal E-rate program (Schools and Libraries Division, or "SLD"). **SUSD** may or may not undertake this project at its sole discretion.

Vendors will bid only eligible products and services.

Internet Access Service Requirements

The services requested will include upgrades to our existing Internet Access Services. Service should be capable of delivering a minimum CIRs as identified in 'Appendix A'.

A. Service will be delivered to the **SUSD** Administrative District Office and **8** schools sites. Each site will have its own separate ISP connection.
B. Must provide quotes at **1** Gbps, **2** Gbps and **5** Gbps, if no quote is provided for a particular bandwidth, the District will consider it as no bid for that bandwidth tier; each quoted bandwidth will be considered an upgrade option and should be quoted as such.
C. SUSD is requesting that the ISP handoff be installed in the front office IDF at Jack Franscioni Elementary, Frank Ledesma Elementary, and Rose Ferrero Elementary. Currently those sites receive the transport services in an outdoor back closet in their cafeteria building. Please RSVP to site walk to get estimated distances.
D. There is currently only one ISP handoff located at Soledad High. All other locations will need a new handoff, to be located at the schools MDF.
E. **SUSD** desires that the service provide two (2) , publicly-addressable space in a contiguous block of addresses. The service should include plans for handling IPv6 traffic and appropriate allocation of addresses.
F. **SUSD** desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands. Please review 'Appendix A' for more details.
G. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each school directly to each site listed in Appendix A on a full availability basis, 24/7.
H. The vendor shall specify that this is a managed solution and the vendor will provide all necessary hardware and software accordingly. If necessary, the vendor will make known in the proposal

response the space requirements for on premise leased equipment at sites and District Office. Internet outage resolution should be coordinated with **SUSD** technical staff.

I. An uptime guarantee (service level agreement, or "SLA") of 99.00% or better shall be provided 24 hours/day, 7 days/week measured with respect to each individual endpoint.

J. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. Contact information must be included for upper management to assist with issue escalation. The vendor will provide critical alerts to **SUSD** via email or telephone to alert **SUSD** of outages by with status and estimated time of restoration (ETR). This alert service will be maintained for the duration of the contract. The vendor response time shall be no more than 60 minutes.

K. For transport services A clear, documented description of the backup systems that will be maximized to minimize the risk of an outage that impacts more than one site is required. For example, connections to separate switch racks at the central office for each site location to avoid service interruptions to multiple sites at a time.

L. **SUSD** desires that the service be provided as an Ethernet 'Layer-3' between endpoints, as defined by the OSI model.

M. Contract must provide cancellation of services without financial penalties if a school is closed. District may cancel services to a school without penalties after a 30-day notice to vendor.

N. The district requires that all bidders agree that the district can increase bandwidth throughout the life of the contract at a predetermined price;

O. If an increase in bandwidth requires equipment upgrade, vendor shall provide said equipment;

P. All vendor installed equipment shall be under repair maintenance at no cost to the District for the contract duration;

Q. Vendor to provide necessary SFP Transceiver required to meet the specified link speed. Transceiver must be compatible with District's existing firewall.

Qualifications

All vendors submitting proposals must demonstrate the ability to participate in the E-rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to **SUSD**'s satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the **[Entity County]** area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

Contract Term

Soledad Unified School District will be seeking a contract period of three (3) years, with two (2) single year optional extensions. Funding for this project will be Category 1 E-rate Funding at the District discount rate (approximately 90%). Any installation costs associated with the service delivery must be amortized over initial term and is to be included within the monthly service cost. Winning vendor(s) will NOT submit any billing or perform any work before **7/1/27** of the associated funding year, and not without prior written acceptance of **SUSD**.

Submittal - Request for Proposal - Technical Requirements

Submittal Information

Proposal Deadline

Proposals shall be submitted to:

Soledad Unified School District
erate@soledadusd.org

Final questions must be e-mailed to erate@soledadusd.org and must be received by November 19, 2026 Questions received after the deadline will not be responded to. Questions and responses will be posted within the E-rate EPC portal website.

Deadline for RFP submission is prior to 4:00pm on December 4, 2026. 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.

Contract for Services

SUSD requires that a contract for services be submitted with all proposals, and countersigned by the Vendor (by an individual or officer of the firm authorized to legally bind Vendor). Proposals without contracts will not be considered and the Vendor will be considered non-responsive.

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 District's Governing Board, District Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the Soledad Unified Tech Department. Submit all questions via email only:

erate@soledadusd.org

Right to Accept or Reject

The Governing Board of **Soledad Unified School District** 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.

Forms of Agreement

The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from hard and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.

Availability of Funds

The District's obligation herein is contingent upon receipt by **Soledad Unified School District** 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.

TRANSITION PLAN

The cutover date for any new Contractor/Carrier is required on July 1, 2027. The District requires a transition plan to be provided with any qualifications and proposal response from contractors and/or suppliers capable of providing services. The District's 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 the District's transition team. The transition plan shall outline the expectations that the contractor and supplier teams would have of the District, information and/or or task the District is to provide to the contractor and/or supplier, and date information and/or task is required by the District.

Equal Opportunity

It is the policy of the **Soledad Unified School District**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

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 while price is the most heavily weighted factor, it 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 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 (including the design and structure of the service), Service, Maintenance, and 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.

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

	Factor	Total Points Available
1	Cost of eligible goods and services	30
2	Cost of E-Rate ineligible goods and services	10
3	California K-12 School District References	5
4	Experience with District providing prior ISP or transport services	20
5	Ability to deliver service at start of funding year	5
6	Provided a documented procedure for severe problem escalation including upper management contact information	20
7	Provided a detailed description of the proposed systems for maintaining service continuity to avoid outages that impact multiple sites	10
	Total Points Available:	100

The screening and selection will be performed by District Staff. All proposals submitted by firms will be reviewed and a recommendation will be made to the District's Governing Board. The criterion to be used in the evaluation process is as follows, and responses will be evaluated according to the following weighting:

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 or required forms as stipulated 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, an addendum will be provided via the EPC portal site.

News Release

News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Chief Business Officer.

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 Districts 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). **SUSD** will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.

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 USAC approved extensions)

Vendor Background

- 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, who 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?

Appendix A

The district desires the service to meet the requirements listed in the tables below. The service should be scalable in design to handle an expected growth rate of at least 5% year to year (or with district demands, whichever is greater) in bandwidth requirements.

Internet Access Desired CIR Aggregated Requirements

Location	Address	Link Speed	CIR
District Office	**1261 Metz Rd Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
Soledad High School	**425 Gabilan Drive Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
Main Street Middle School	**441 Main Street Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
Rose Ferrero Elementary	**400 Entrada Drive Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
Gabilan Elementary	**330 N Walker Drive Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
San Vicente Elementary	**1300 Metz Rd Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
Frank Ledesma Elementary	**973 Vista de Soledad Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**
Jack Franscioni Elementary	**779 Orchard Lane Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**

Pinnacles High	**690 Main Street Soledad CA 93960**	**1 Gbps, 2 Gbps, 5Gbps**	**1 Gbps, 2 Gbps, 5Gbps**

Pricing Sheet Example

Pricing sheet must be completed and submitted with the proposal

Please complete the attached document.

Must be completed and submitted with Proposal

Bid Form Pricing Sheet

Please provide pricing in the following format by individual section and site

*Initial Design will be **[XX]GB** ISP and **[X]GB** to each site; District seeks the option increase connection speeds at the ISP or Site Level up to **[XX]GB** at any point during the contract term.

Site Name	Service Address	Internet Access Speed	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charge	Estimated Taxes & Fees	Annual Charge	Specify Contract Term
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
		Connection Speed	Type of Connection Requested	Access Charge	CIR (MBPS)	Usage Charge	Monthly Lease	One-Time Charge	Estimated Taxes & Fees	Annual Charge	Specify Contract Term
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address][City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address][City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address][City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						
[Site Name]	**[Address] [City, State ZIP]**	**[XX] Gbps**			**[XX] Gbps**						