SOLEDAD UNIFIED SCHOOL DISTRICT

BID AND CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL # [IT-26/27-01]

SUSD HIGH SPEED INTERNET SERVICES

E-RATE FUNDING YEAR 2027-2028

Proposal DUE DATE: DECEMBER 4, 2026

SOLEDAD UNIFIED SCHOOL DISTRICT
1261 Metz Rd
Soledad CA 93960

Soledad Unified School District
1261 Metz Rd
Soledad CA 93960

Notice Inviting Bids for
Request for Proposal #IT-26/27-01; High Speed Internet Services

Issued: November 5, 2026
Deadline for Response Submittal December 4, 2026 by 4pm PST

Notice is hereby given by the Soledad Unified School District (**SUSD**) acting by and through its Board of Education, will receive Requests for Proposals for a scalable fiber-optic based Internet Services.

Responses will be received via email only at erate@soledadusd.org with the subject "Request for Proposal #IT-26/27-01 High Speed Internet Services". Proposals must be submitted in PDF format and shall not exceed 25 MB total. Service Providers are responsible for confirming receipt of their submission by the District. **No other format of submissions will be accepted.**

RFP documents can be found on the district website, soledadusd.org, under Our District, Business Office, Technology, on USAC's website within the EPC portal, or by contacting **Annette Trujillo** at **erate@soledadusd.org**. Each response must conform to and be responsive to the bid documents and any addenda issued. Answers to questions submitted by the RFI deadline will be posted to the E-Rate EPC Portal website.

No bid may be withdrawn for ninety (90) days from the submittal deadline date. The District reserves the right to be the sole judge of the qualification of products and/or services being offered therein and may reject any, all, or any part of the proposal. The District may waive any irregularities or informalities in any proposal, or in the bidding process.

Dated this **5** day of **November, 2026**

Annette Trujillo
Director of Technology
Soledad Unified School District
Published **November 11, November 18**

TABLE OF CONTENTS

OVERVIEW	4
WRITTEN INQUIRIES DEADLINE – ADDENDA	5
REJECTION OF PROPOSAL AND WAIVER OF IRREGULARITIES	6
ERASURES OR CORRECTIONS TO ENTRIES	6
WITHDRAWAL OR AMENDMENT OF SUBMITTED PROPOSAL	6
DISTRICT'S RIGHT TO OBTAINING INFORMATION	7
EVALUATION AND AWARD OF CONTRACT	7
CONNECTION SPECIFICATIONS	8
PROPOSAL FORM	9
ACKNOWLEDGEMENT OF ADDENDA	15
NON-COLLUSION STATEMENT	17
CERTIFICATE REGARDING WORKERS' COMPENSATION	18
ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY	19
CERTIFICATE OF A DRUG-FREE WORKPLACE	20
CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS	20
CERTIFICATION OF EMPLOYEE CRIMINAL BACKGROUND CHECKS	22
E-RATE CERTIFICATION	23
SERVICE PROVIDER REFERENCES AND RESPONSIBILITY INFORMATION	24
SERVICE PROVIDER QUESTIONNAIRE	26

OVERVIEW

The **Soledad Unified School District** ("**SUSD**," "District," or "Owner"), acting by and through its Governing Board, is seeking competitive proposals for a Districtwide Internet. In addition to issuing this Request For Proposals (RFP) and in conformity with the FCC Schools and Library Division (SLD), "Universal Service Fund" (also known as E-Rate funding), **SUSD** will post a Form 470 to seek E-Rate discounts for the services sought by this RFP. The Form 470 will be posted on **November 5, 2026**, and can be found on the EPC portal and at the following website:
https://opendata.usac.org/E-Rate/E-Rate-FCC-Form-470-Tool-Data/jt8s-3q52/data_preview or
https://opendata.usac.org/stories/s/ejcg-sjaz

The **Soledad Unified School District**, located in **Monterey County**, in the state of **California** serves a student population numbering approximately **4650**. Currently the District has **8** school sites and two non-instructional facilities.

The primary point of contact for this RFP is **Annette Trujillo**, **Director of Technology**. Proposals in response to this RFP are due by **December 4, 2026– NO LATER THAN 4:00 pm**. Proposals will be accepted in the following methods:

1) Responses will be received via email at erate@soledadusd.org with the subject "Request for Proposal #IT-26/27-01 High Speed Internet Services"

Regardless of the submittal method, all bids will be opened no earlier than the day following the bid deadline. Any and all questions must be submitted in the format outlined in the "**WRITTEN INQUIRIES DEADLINE – ADDENDA**" section on page 4.

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

E-RATE REQUIREMENTS

The District requires the Service Provider to have a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administration Company). The SPIN must be established at the

time of the proposal submittal, and the Service Provider must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the proposal. Additionally, the Service Provider must complete and return the certificate of understanding as found in this RFP. For further information regarding the Erate Program please reference USAC's Schools and Library Division (SLD) website: https://www.usac.org/e-rate/

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:

1. A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP and an approved funded amount equal to the funding amount as requested on the Form 471.
2. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder 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 contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant.
3. 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 contract and USAC approved extensions).
4. 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 SLD guidelines.
5. Approval from the **Soledad Unified School District** Board of Trustees.
6. A written "Notice to Proceed" from the District to initiate service.
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, **2027**.

Transition Plan

As the cut-over date for each WAN connection may vary depending on the current contract end date, "Exhibit B" for each connection, **Soledad Unified School District** requires a transition plan to be provided. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the **Soledad Unified School District** transition team. The transition plan is to outline the expectations the supplier team would have of **Soledad Unified School District** and the information or task **Soledad Unified School District** is to provide the supplier and the date any information or task would be required.

Soledad Unified School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service, provided the District gives the Service Provider thirty (30) days' prior written notice specifying the basis for dissatisfaction and an opportunity to cure within such notice period.
Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with **Soledad Unified School District** for the installation and use of such facilities and services. Service Provider shall indemnify, defend, and hold harmless **Soledad Unified School District** and its trustees, officers, agents, and employees

against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by any third party arising out of or relating to (a) infringement of any proprietary rights, (b) the Service Provider's negligence or willful misconduct, (c) any breach of this Agreement by the Service Provider, or (d) any violation of applicable law by the Service Provider.

REQUEST FOR INFORMATION DEADLINE – ADDENDA

Request for information, regarding this proposal, must be submitted via email to ***Annette Trujillo, Director of Technology*** at **erate@soledadusd.org** within the timeframe indicated in the response timeline. Questions received after the deadline will not be responded to.

No phone call will be accepted. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.

REJECTION OF PROPOSAL AND WAIVER OF IRREGULARITIES

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal the District believes is in the best interest of the District that may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by the required 28 day restart from USAC to enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

ERASURES OR CORRECTIONS TO ENTRIES

The proposal documents submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

WITHDRAWAL OR AMENDMENT OF SUBMITTED PROPOSAL

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time for opening of proposals.
3. No Service Provider may submit more than one proposal; however, Service Providers may include clearly identified alternative configurations within their single proposal submission.
4. After the scheduled time for opening of proposals, these proposals may not be withdrawn for ninety (90) days.

DISTRICT'S RIGHT TO OBTAINING INFORMATION

1. Outside sources. The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.

2. Inspections. Upon reasonable notice to the Service Provider, the District reserves the right to make on-site inspections of the Service Provider's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Service Provider's proposal and to consider any information received from such inspection in evaluating the Service Provider's proposal.

EVALUATION AND AWARD OF CONTRACT

The award of a contract, if made by the District, will be based on the District's assessment of qualifications and desirability of the vendors. 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 to any particular service provider, or to proceed with the procurement if the District determines that doing so is not in its best interest.

1. Written proposals will be initially screened for completeness. Proposals that are not materially complete, at the District's discretion, will not be evaluated further.

At its option, the District may elect to reject a written proposal or proposals after the written proposal evaluation if, in the District's discretion, the vendor(s) is/are incapable of providing proper and satisfactory service in accordance with the District's standards and requirements (including, without limitation, safety standards, financial condition requirements and experience requirements).

2. Evaluation of Proposal. It is the intent of the **Soledad Unified School District** to award the contract to the most cost-effective solution possible.

As such the following Selection Criteria below will be used. Each category will be rated on a scale of 1 to 10 and weighted as follows:

SELECTION CRITERIA	WEIGHT
Price of E-rate Eligible Services and/or Products	30%
Cost of E-rate ineligible products and/or services	10%
Provided a documented procedure for problem escalation including upper management contact information	20%
Experience with District	25%
Ability to deliver service at start of funding year	10%

California K-12 School District References	5%
Overall Ranking	**100%**

CONNECTION SPECIFICATIONS

The District is seeking an Internet Service Provider to provide High Speed Internet Services to the following addresses:

Service Address:

Soledad High
425 Gabilan Drive
Soledad CA 93960

Main Street Middle School
441 Main Street
Soledad CA 93960

Rose Ferrero Elementary
400 Entrada Drive
Soledad CA 93960

Gabilan Elementary
330 N Walker Drive
Soledad CA 93960

San Vicente Elementary
1300 Metz Rd
Soledad CA 93960

Frank Ledesma Elementary
973 Vista de Soledad
Soledad CA 93960

Jack Franscioni Elementary
779 Orchard Lane
Soledad CA 93960

Pinnacles High
690 Main Street
Soledad CA 93960

District Office
1261 Metz Road
Soledad CA 93960

Existing Network Design
The connection will be connected to our existing Cisco Meraki Firewall hardware.

High Speed Internet Services Requirements:

1. The District is seeking bids for a 3-year contract with 2 optional 1-year extensions;
2. 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.
3. The district requires that all bidders agree that the district can increase bandwidth throughout the life of the contract at a predetermined price, which must be specified in the vendor's proposal for each bandwidth tier;
4. If an increase in bandwidth requires equipment upgrade, vendor shall provide said equipment;
5. All vendor installed equipment shall be under repair maintenance at no cost to the District for the contract duration;
6. Vendor to provide SFP+ Transceiver. SFP+ Transceiver must be compatible with District's existing Firewall;

Notes:

1. 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.
2. 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. Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be determined by Soledad Unified School District's technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point
3. An uptime guarantee (service level agreement, or "SLA") of 99.9% or better shall be provided 24 hours/day, 7 days/week measured with respect to each individual endpoint. Service Provider shall provide service credits for any month in which the SLA is not met, calculated as a pro-rata credit of the monthly recurring charge for each endpoint affected.
4. 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.

PROPOSAL FORM

RFP# IT-26/27-01 SUSD HIGH SPEED INTERNET SERVICES

TO: **Soledad Unified School District**
1261 Metz Rd
Soledad CA 93960

Attention: **Annette Trujillo**, **Director of Technology**

Having examined the proposal documents for the **RFP# IT-26/27-01 SUSD HIGH SPEED INTERNET SERVICES** for the **Soledad Unified School District** and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Service Provider hereby proposes:

PROPOSAL #1 – 3 Year with two optional 12-month extensions
High Speed Internet Services Service to **locations below**.

Entity Name	Bandwidth	One Time Cost/Installation	Recurring Monthly	Estimated Monthly Taxes and Surcharges	Monthly Total with Taxes and Surcharges
Soledad High School	1 Gbps				
	2 Gbps				
	5 Gbps				
Main Street Middle School	1 Gbps				
	2Gbps				
	5Gbps				
District Office	1 Gbps				

	2Gbps				
	5Gbps				
Pinnacles High School	**1 Gbps**				
	2 Gbps				
	5 Gbps				
San Vicente Elementary	**1 Gbps**				
	2 Gbps				
	5Gbps				
Gabilan Elementary	**1 Gbps**				
	2Gbps				
	5Gbps				
Rose Ferrero Elementary	**1 Gbps**				
	2 Gbps				
	5 Gbps				
Frank Ledesma Elementary	**1Gbps**				
	2 Gbps				
	5Gbps				
Jack Franscioni Elementary	**1Gbps**				
	2 Gbps				
	5 Gbps				

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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

E-RATE CONTINGENCY

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

SERVICE PROVIDER REQUIREMENTS

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

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: https://www.fcc.gov/licensing-databases/commission-registration-system-fcc?utm_source

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing and E-Rate discounting can commence. At no time may the Service Provider invoice before July 1, 2027.

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

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

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

i. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 business days to questions associated with its proposal. Failure to respond within this timeframe may, at the Applicant’s sole discretion, constitute a material breach of the Agreement and grounds for termination.

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 in the Proposal and will be subject to evaluation. Contingency fees not pre-approved in writing by the Applicant will not be allowed or reimbursed.

SERVICE PROVIDER ACKNOWLEDGEMENTS

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

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

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

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

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

STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-Rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

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

· Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.

· The Category 1 service must depend on the installation of the infrastructure.

· The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.

· No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

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

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

The complete text can be found at the following URL:

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

Category 2

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

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

No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order

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

INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon successful receipt or posting of a Funding

Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

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

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share. The Service Provider shall indemnify and hold harmless the Applicant for any loss of E-Rate discount resulting from the Service Provider's failure to timely invoice USAC.

FCC/USAC AUDITS

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

PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

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

TARIFFS

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

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

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Service Provider shall promptly notify the Applicant and obtain the Applicant's prior written approval before incurring such additional costs. The Applicant reserves the right to approve, reject, or seek alternative products in lieu of paying tariff increases exceeding 10% of the original proposed price. Any approved tariff increases shall be without regard to E-Rate eligible invoices.

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

Signature: _____Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

ACKNOWLEDGEMENT OF ADDENDA

In submitting this Proposal, the undersigned Service Provider acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Service Provider confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial **only one** of the following:

_____ Addenda Numbers _____;_____;_____;_____;_____;_____;_____ were received, acknowledged (initial if applicable) and incorporated into this Proposal. ***OR***

_____ No Addenda Issued (initial if applicable)

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Service Provider at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Service Provider confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Service Provider in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Service Provider acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Service Provider certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Service Provider certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount RFP herein within the Contract Time and in accordance with the Contract Documents. The undersigned Service Provider certifies that its RFP amount includes funds sufficient to allow the Service Provider to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Service Provider's failure to comply with applicable law in this regard.

Print Name(s) of Service Provider(s) & License Number

By: _____ By: _____

Authorized Officer or Agent Authorized Officer or Agent

_____ _____

Title Title

This form must be completed and submitted with your proposal

(Corporate Seal)

NOTE: *If Service Provider is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Service Provider is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Service Provider is an individual, his signature shall be placed above, pursuant to the Instruction for Service Providers Section 1.03.* **All signatures must be made in permanent, original blue ink.**

NON-COLLUSION STATEMENT

STATE OF **CALIFORNIA**
COUNTY OF **Monterey County**

I,_____being first duly sworn, deposes and says that
I (Typed or Printed Name)
am the_____ of_____ the
party (Title) (Service Provider Name)
submitting the foregoing RFP Proposal (the "Service Provider"). In connection with the foregoing RFP Proposal, the undersigned declares, states and certifies that:

1.1 The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

1.2 The RFP Proposal is genuine and not collusive or sham.

1.3 The Service Provider has not directly or indirectly induced or solicited any other Service Provider to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Service Provider or anyone else to put in sham proposal, or to refrain from submitting a proposal.

1.4 The Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price, or that of any other Service Provider, or to fix any overhead, profit or cost element of the RFP price or that of any other Service Provider, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

1.5 All statements contained in the RFP Proposal and related documents are true.

1.6 The Service Provider has not, directly or indirectly, submitted the RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

Executed this _____ day of_____, 20_____at _____
(City, County and State)

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

_____ _____
Signature (Address)

_____ _____
Name Printed or Typed (City, County and State)

(_____)_____
(Area Code and Telephone Number)

This form must be completed and submitted with your proposal

CERTIFICATE REGARDING WORKERS' COMPENSATION AND ADDITIONAL INSURANCE REQUIREMENTS

Labor Code Section 3700:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

(c) * * * * * "

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 this contract.

NAME _____

TITLE _____

SIGNATURE _____

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

This form must be completed and submitted with your proposal

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: **Soledad Unified School District**

RE: RFP# **IT-26/27-01 SUSD** HIGH SPEED INTERNET SERVICES FY**[27]**

Please be advised that with respect to the above-referenced PROJECT the undersigned Service Provider on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

_____

Contracting Party

_____

Name of Agent/Title

This form must be completed and submitted with your proposal.

CERTIFICATE OF A DRUG-FREE WORKPLACE

Pursuant to the requirements mandated by **California** Government Code Section 8350 et seq, or the "Drug Free Workplace Act of 1990", this certification form is required of all successful Service Providers for contracts or grants awarded by a State Agency. By signing this certification, the Contracting firm agrees that a Drug-Free Workplace will be established by performing the actions described below:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or the organization's workplace. The statement must specify what actions will be taken against the employee for violations of the prohibition;

2. Establishment of a Drug-Free Awareness Program to inform employees of:

   a) The dangers of drug abuse in the workplace;
   b) The organization's policy of a Drug-Free Workplace;
   c) The availability of drug abuse counseling, rehabilitation, and employee assistance programs; and
   d) The penalties that may be imposed on employees for drug abuse violations

3. Requirement that each employee engaged in the performance of the contract of grant be given a copy of the statement outlined above in section 1, and that as a condition of employment on the contract or grant, the employee agrees to abide by the conditions of the aforesaid statement.

I, the undersigned, as an authorized representative of_____,
(Company Name)
agree that all the requirements of the "Drug-Free Workplace Act of 1990" will be adhered to and that a Drug-Free Workplace will be established. I also understand that if it is determined that I have made a false certification, or violated this certification by failing to meet any requirements of the Act, the contract established by RFP **IT-26/27-01** is subject to termination, suspension of payments, or both. Furthermore, I understand that a violation of the terms of the "Drug-Free Workplace Act of 1990" can result in disbarment in accordance to the provisions of **California** Government Code Section 8350 et. seq.

_____ ____/___/ _____
(Original Signature in Blue or Black Ink) (Today's Date)

_____
(Company Name)

This form must be completed and submitted with your proposal

CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

I,_____, an authorized officer of_____ ,
(Print or Type Name) (Company Name) agree to comply with the Alcohol and Tobacco Free Campus Policy as established by **Soledad Unified School District**. I certify that no employee of our firm, nor any subcontracting firm, will use alcohol or tobacco products at any time, on or within any District owned or leased buildings, property, or vehicles. Furthermore, I certify that signs stating "Alcohol and Tobacco Use is Prohibited" will be purchased and prominently displayed at all entrances to school property in accordance with the policy of **Soledad Unified School District**.

_____ ____/___/ _____
(Original Signature in Blue or Black Ink) (Today's Date)

_____
(Print or Type Name)

_____
(Title)

This form must be completed and submitted with your proposal

CERTIFICATION OF EMPLOYEE CRIMINAL BACKGROUND CHECKS

I, _____ , certify that one of the following has been performed:
(print or type name)

1. Pursuant to **California** Education Code Section 45125.1 criminal background checks, through the **California** Department of Justice, have been performed for all employees that will provide services to the **Soledad Unified School District** upon award of a contract for **RFP IT-26/27-01 SUSD HIGH SPEED INTERNET SERVICES FY[2027]**, and that no employee have been found to be convicted of serious or violent felonies as specified in **California** Penal Code Sections 667.5(c) and 1192.7(c).

   Furthermore, attached to our RFP proposal, is a list of the names of employees who may come into contact with pupils.

Or

2. Pursuant to **California** Education Code 45125.1, the safety of the pupils will be ensured by one of the following methods:

a) The installation of a physical barrier at the worksite that will limit contact with pupils;

b) Continual supervision and monitoring of all employees by an individual whom the **California** Department of Justice has ascertained has not been convicted of a violent or serious felony as defined in **California** Penal Code Sections 667.5(c) and 1192.7(c).

I declare, under penalty of Perjury under the Laws of the United States, that the foregoing is true and correct.

_____ ____/_____/_____
(Original Signature in Blue or Black Ink) (Today's Date)

_____
(Printed or Typewritten Name)

_____
(Title)

This form must be completed and submitted with your proposal

E-RATE CERTIFICATION

I,_____, certify that _____, is a
(Print or Type Name) (Company Name)

Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is_____, and we have operated under this SPIN for_____years.

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the USAC, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;

2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the **Soledad Unified School District**, its attorney(s), or authorized agent;

3. Any contract awarded based upon **RFP# IT-26/27-01 SUSD HIGH SPEED INTERNET SERVICES** is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part, renegotiate pricing terms, or move forward without E-Rate approval at the District's sole discretion.

4. The District will be invoiced for the only the matching funds portion, and it our responsibility, as the E-Rate Service Provider, to invoice USACfor the remaining "non-discount" portion. This billing method is known as the SPI (Service Provider Invoice) method;

5. In the event the **Soledad Unified School District** wishes to perform a SPIN change, as afforded by the COPAN decision, the Service Provider shall not unreasonably withhold consent within the contract terms, provided 14 days prior written notice is given.

_____ ____/_____/_____
Original Signature (Today's Date)

_____
(Print or Type Name)

_____
(Title)

This form must be completed and submitted with your proposal

SERVICE PROVIDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any Service Provider who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Service Provider is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Respondent has previously performed work, reference checks and examination of all public records.

3. The Service Provider must also demonstrate knowledge of telecommunications infrastructure installation techniques and should possess a working ability to perform similarly-scoped service deployments for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and addresses, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the **Soledad Unified School District**.

   FAILURE TO FURNISH THE REFERENCES *(IN THE COMPLETE FORMAT REQUIRED)* MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

   EXAMPLE: Your references should be listed in the following format

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	

SERVICE PROVIDER QUESTIONNAIRE

The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Service Provider's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of Service Provider _____

b. Have you or any of your principals ever been licensed under a different license number? _____
Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number.

c. Names and titles of all principals of the firm:

_____ _____

_____ _____

_____ _____

_____ _____

d. Number of years as a Service Provider in this type of work: _____

e. How many years' experience has your firm provided Internet Services to school districts?

_____

f. Has your firm or any of its principals defaulted so as to cause a loss to a surety? _____

Response must include information pertaining to principals' associated outside of the firm submitting a proposal.
If the answer is "Yes," give dates, names and address of surety and details.

_____

_____

g. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____
If yes, explain:

h. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____
If yes, provide name of public agency/organization and details of the dispute:

i. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____ If so, give owner's name and details:

j. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? If so, please elaborate.

k. To the extent that any work performed under this project constitutes a "public work" as defined in California Labor Code Section 1720, the Service Provider is required to pay prevailing wages as determined by the **California** Department of Industrial Relations; and the Service Provider certifies that it is familiar with the provisions contained in **California** Labor Code Sections 1720-1861, and Title 8, **California** Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

i. During the last five (5) years was your firm required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations by a subcontractor.) ☐ Yes ☐No

If "yes," on separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

ii. Provide the name, address and telephone number of the apprenticeship program (approved by the **California** Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any Public Works Project for which you are awarded a contract by **Soledad Unified School District**.

_____

_____

l. This project requires thorough knowledge of the financial and legal requirements of E-Rate.

a. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?

☐ Yes ☐No

b. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or service providers?

☐ Yes ☐No

c. Does your firm possess a valid FCC regulation number and Service Provider Identification Number (SPIN)?

☐ Yes ☐No

I certify and declare under penalty of perjury under the laws of the State of **California** that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this_____day of_____, 20____, at_____, State of **California**

Service Provider Name_____

Date _____

Signature _____

Phone Number _____

Printed Name _____

Title _____

Street Address _____

Fax Number _____

E-Mail _____

All pages of this form must be completed and submitted with your proposal package.