Carmel Unified School District

4380 Carmel Valley Road
Carmel-By-The-Sea, 93923

E-Rate Request for Proposal

RFP # 2027-01 Carmel USD Big Sur C1

Digital Transmission Service/Internet Service

E-Rate 2027-2028 FCC Form 470#270003765

Due

Friday, January 8, 2027, not later than 2:00 P.M.

E-Rate Requirements

In order to be considered for this project, Service Providers must be registered with the Universal Service Administrative Company to participate in the Schools and Libraries Program commonly known as E-Rate. Bidder's Service Provider Identification Number (SPIN) and Service Provider Name must be shown on the Bid Form and other forms as required in Bidder Instructions. For additional information on the E-Rate Program, visit the Schools and Libraries (E-Rate) website at https://www.usac.org/e-rate/

Responses to this Request for Proposal are subject to, and must be in compliance with, the Federal Communications Commission's (FCC) rules and provisions based on and related to the Telecommunications Act of 1996, popularly known as E-Rate, administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).

Questions and Clarifications

All questions should be submitted in writing via email to the contact below before 3:00 p.m. on Friday, November 20, 2026. Email must show "**RFP # 2027-01 Carmel USD Big Sur C1"** in subject line of email. Responses will be posted in EPC by 4:00 p.m. on Friday, December 4, 2026. It will be the responsibility of Bidders to follow or monitor the 470 for addenda and responses to questions. No other communications will be binding on District.

Contact for Questions Related to RFP	Victoria Martin Network Manager Email: vmartin@carmelunified.org

INTRODUCTION AND DESCRIPTION OF SERVICE

Carmel Unified School District ("District" or "the district") is seeking E-Rate Bids for a Category One Digital Transmission Service between the District Office at 4380 Carmel Valley Road in Carmel, CA, and the Captain Cooper Elementary School at 46861 Cabrillo Highway, Big Sur, CA. Additional information provided below.

Captain Cooper Elementary School is located in a rural mountainous area of the California coast where fiber is not available or cost-effective. The site currently connects to the District Office via a 100 Mbps microwave that was initially funded with CENIC broadband infrastructure grant. The agreement for that service is scheduled to expire on June 30, 2027. District seeks proposals for an extension of that service for one year or longer if offered, or like service from any provider for any term offered.

District also welcomes proposals from any provider for any service that provides a minimum of 100 Mbps connectivity with a preference for higher bandwidth up to and including 10 Gbps, including proposals for a satellite or cable Internet service to be used specifically for connectivity between the two sites via VPN *in lieu of a point-to-point connection* as allowed under E-Rate program rules where a direct connection is not cost-effective.

District reserves the right to make multiple awards in response to this RFP.

Contract Term: Please provide pricing for any term agreements offered from one to three years, each with the option to extend the agreement for two additional one-year terms.

Start Date: The desired start date for any service awarded is July 1, 2027, but District will work with awarded service providers on a realistic installation interval for a new service if awarded.

Installation (for new installations only):
To the extent possible, any equipment and work required to deliver the awarded service shall be provided in such a way that it is eligible for E-Rate funding as installation of an eligible Category One Service. For additional information on eligibility of any of the items described in this section, please visit https://www.usac.org/e-rate/applicant-process/before-you-begin/

E-RATE TERMS OF THE AGREEMENT(S)

1. District will consider any contract terms for the services described on page one, with a minimum of one year and a maximum of three years with the option to extend any agreement for up to two one-year terms at the sole discretion of the district.

2. Installation of a new service cannot begin until the resulting 471 Application is approved by USAC unless approved in advance by District in writing. District will not be responsible for any charges incurred prior to July 1, 2027.

3. District will consider standard E-Rate contracts used by Service Provider but reserves the right to request changes if needed or required by District's Board of Education. Service Provider agrees to negotiate any reasonable changes in good faith.

4. In accordance with E-Rate program rules, a contract must be signed by both parties before filing a Form 471 for funding for the service. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

BIDDING PROCESS:

Preparation and Submittal of Proposal

Bidder shall be responsible for the delivery of proposals via email to Manuel Carrera, Senior Director – Information Technology, at mcarrera@carmelunified.org before 2:00 p.m. on Friday, January 8, 2027.

Each Proposal should include the RFP Title and 470 number in the subject line and include company name, SPIN, and contact information in the email.

Cost of Proposals

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the vendor.

Proposal Withdrawal

Vendor's authorized representative may withdraw proposals only by written request received before the proposal due date and time.

Opening of Proposals

There will not be a public bid opening for this project because the award(s) will not be based solely on price. The bid evaluation and award will be available to all proposers on request after the award decision is made.

Rejection of Proposals, Waiver of Informalities

Carmel Unified School District reserves the right to reject any or all proposals, or any portion of said proposals, to waive technicalities and irregularities, and to make any purchase(s) in the best interest and advantage of the district provided that such waiver does not conflict with E-Rate program rules or the California Public Contracting Code.

Verification and Prices

All proposals should be verified prior to submission. Carmel Unified School District will not be responsible for errors or omissions of the vendor in making up their proposal.

Examination of Contract Documents

Before submitting a proposal, each vendor is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the vendor's risk and will not bar the vendor's obligation to perform if a contract is awarded pursuant to the Request for Proposal. Each vendor must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.

Required Information and Documents

1. ***Proposal Response Form*** *(form attached)*
   The Proposal Response summarizes the itemized list of all charges associated with the vendor's proposal and must be completed and signed by an authorized officer or employee who is fully authorized to bind the vendor to a contract for the execution of the proposed work and service. Original signatures in ink are required on all Proposal Forms. Proposals submitted by a corporation must be signed in the name of such corporation by a duly authorized officer or agent thereof.

2. ***Executive Summary***
   Include a description of the proposed service, including SLA's, caveats and assumptions about costs, and a brief summary of the firm's professional qualifications.

3. ***Itemized List of All Charges***
   Proposal should include an itemized list of all charges for individually identifiable components of the proposed service, including all associated installation, configuration, and estimated state and federal fees and surcharges.

4. ***Qualifications***
   Vendors must meet or exceed the qualification requirements as described in this RFP and confirm qualifications in executive summary of submittal. Qualifications may include, but are not limited to, certifications and authorizations to provide the services requested and California Contractors License if applicable.

5. ***References***
   Service providers should submit a minimum of three (3) references for services similar those sought in this RFP currently in use at a California K-12 School District. Please include a description of the project, name of district, and contact information of individual(s) to be contacted including names, titles, email addresses and phone numbers.

6. ***Non-Collusion Affidavit*** *(form attached)*
   Vendors are required to complete and submit the enclosed Non-Collusion Affidavit with their Proposals.

7. ***Fingerprint Acknowledgement Form:*** *(form attached)*
   Bidders are required to complete and sign the attached Fingerprint Notice and Acknowledgement form indicating that there will be only limited contact, if any, with students.

EVALUATION OF PROPOSALS

Award(s) shall be made to the qualified service provider whose proposal is the most cost-effective service offering with price being the most heavily weighted factor, and that best meets educational needs and technology goals of Carmel Unified School District.

The following Selection Criteria Factors will be the primary considerations in evaluating all submitted proposals and in the selection of a Service and Service Provider.

Percent	Selection Criteria
40%	Eligible cost of the most cost-effective solution(s) including recurring and nonrecurring costs, if any.
20%	Ineligible costs associated with installation of a new service, if any.
20%	Confidence in Service Provider's ability to install service by July 1, 2027.
20%	Eligibility for California TeleConnect Fund, which can cover up to 50% of eligible costs not covered by E-Rate.

TERMS AND CONDITIONS

Contract
The vendor(s) to whom an award is made shall be required to enter into a written contract with the district. Unless otherwise agreed, the Request for Proposal and the vendor's proposal and all related documents will be attached to, and become a part of, the final contract document.

Contract Terms
The desired contract resulting from this Request for Proposal should be a multiyear agreement for three years with the option to extend for up to two one-year terms at the sole discretion of the district to be exercised via email to service provider. District will also consider a month-to-month or one-year extension agreement for the existing microwave network if a multi-year agreement is not offered.

Prices
Prices are to remain firm through SLD approval, execution, and duration of the proposed contract. The vendor agrees that if reduced rates for selected services become available during the life of the contract, new rates may be negotiated under the contract in force.

Permits and Licenses
The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed, and for any right-of-way and construction permits in the public right of way if needed.

Compliance with Division of Industrial Relations (DIR) (If applicable)
For public works contracts awarded on and after January 1, 2015, those public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Vendor shall determine whether the proposed service is subject to that requirement.

If applicable, a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

Contractors and subcontractors shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Invoicing Requirements
Vendor shall provide monthly detailed invoicing. Invoices shall include an itemized list of the services, such as a Customer Service Record. The Service Provider Invoicing method must be used for E-Rate discount in order to ensure CTF eligibility.

Payment Schedule
Payment schedule must follow guidelines of the E-rate Program.

Assignment Prohibited
The successful vendor shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of Carmel Unified School District.

Hold Harmless Clause
The vendor and District shall save, defend, hold harmless, and indemnify each other against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

Cancellation of Contract
Any purchase agreement or order resulting from the Request for Proposal is contingent upon the continued availability of Carmel Unified School District and E-Rate policies, program guidelines, and/or appropriations and is subject to cancellation without penalty either in whole or in part. The District will have the option to cancel contract at any time when in the best interest of the District with a thirty (30) day written notice to vendor.

Anti-Discrimination
It is the Policy of Carmel Unified School District Board of Education, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.

Patents or Trademarks
The vendor shall hold harmless and fully indemnify said Carmel Unified School District or by any of its officers or agents from all damages or claims for damages, costs and expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person or persons in consequence of the use by said Carmel Unified School District or by any of its officers or agents for articles to be supplied under this proposal.

Warranty-Product
Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

Brands
When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Federal or State Regulations
The vendor's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

Prevailing Law
In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

Attorneys' Fees
In case any litigation is commenced with respect to the Contract, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorney's fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.

Liquidated Damages
In case of contract default by the successful bidder, Carmel Unified School District may procure the articles or services from other sources and may deduct the excess costs from any unpaid balance due the vendor. Liquidated damages shall be based on the following: (1) actual cost to the district above price bid, and (2) actual cost of labor and materials to the district resulting from changing the award from one vendor to another.

Force Majeure
The parties to this 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, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.

Proposal Response Form
RFP # 2027-01 Carmel USD Big Sur C1

To the Board of Education
Carmel Unified School District
Carmel, California

The undersigned agrees to furnish the services for the amount set forth and in accordance with the Request for Proposal and all related documents.

Company Name	
Proposer's Name	
Title	
Street Address	
Mailing Address	
City/State/ZipCode	
Phone	
Fax (if any)	
Email	
SPIN Number (E-Rate)	
California Teleconnect Fund participation: Will proposed service be eligible for CTF?	
The receipt of the following Addenda is acknowledged.	None ☐ 1. ☐ 2. ☐ 3. ☐ 4. ☐ .

NON-COLLUSION AFFIDAVIT

I, _____ ,
(Type or Printed Name)

being first duly sworn, deposes and says that I am the

_____ of
(Title)

_____ ,
(Bidder Name)

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The bid is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
5. All statements contained in the bid are true.
6. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, 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.

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Site Services Agreement ("Agreement"):

X Contractor's employees will have only limited contact, if any, with any pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "*Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.*

***A complete and accurate list of all Employees who may come in contact with any pupils during the course and scope of the Agreement is attached hereto*.**

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Pricing:

Please provide pricing for the service and terms described throughout this RFP, which is a one-year extension of the agreement for the existing service, or an agreement for three years with two optional one-year extensions for that service or any new service from any provider.

Bids should include estimated costs for installing the proposed services, if any, such as satellite equipment, conduit, cables, backboard, power, etc. To the extent possible, it is desirable that those requirements be met in a way that qualifies as eligible installation for a Category One service. Please indicate which costs are eligible and which are not eligible in proposals.

Please also include estimated taxes, fees and surcharges for the service for the services proposed, and whether the service is eligible for discounts under the California TeleConnect Fund (CTF.)