

**ORCUTT UNION SCHOOL DISTRICT**  
500 Dyer Street  
Santa Maria, CA 93455



**REQUEST FOR PROPOSAL  
AND CONTRACT TERMS AND CONDITIONS  
RFP# 2022-2023 WAN E-RATE**

**TECHNICAL SPECIFICATIONS FOR HIGH SPEED DATA  
INFRASTRUCTURE PROJECT**

**WIDE AREA NETWORK  
DIGITAL TRANSMISSION SERVICES**

## NOTICE of REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the Board of Education for the ORCUTT UNION SCHOOL DISTRICT (OUSD), 500 Dyer Street, Orcutt, CA 93455 will receive sealed proposals for **Request for Proposal Number RFP# 2022 - 2023 WAN E-RATE** for the following:

<p style="text-align: center;"><b>FIBER WIDE AREA NETWORK</b> <b>Technical Specifications for WAN Service Provider</b></p>
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Sealed proposals must be delivered to the Orcutt Union School District Office at 500 Dyer Street, Orcutt, CA 93455 by **Friday, January 07, 2022 at 11:00 a.m.** Proposals shall be opened and read aloud at the above-stated time and place.

All RFI's (Request for Information) should be submitted in writing, no later than **Monday, December 6, 2021 at 2:00 PM**, to: Michael Brieske via email [mbrieske@orcutt-schools.net](mailto:mbrieske@orcutt-schools.net)

Proposal Package and specifications are available by request from the District's website. Companies interested in bidding may request appropriate bid documents from by visiting USAC's EPC Portal at [www.portal.usac.org](http://www.portal.usac.org)

Orcutt Union School District Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. The District reserves the right to reject any and all bids or to waive irregularities in any bid. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

The products and services provided under this RFP are contingent upon the OUSD formal E-Rate USAC/SLD letter of commitment.

Leslie Wagonseller, Executive Director Technology and Education Services  
Orcutt Union School District, 500 Dyer Street, Orcutt, CA 93455

## Project Background

The ORCUTT UNION SCHOOL DISTRICT (OUSD) has an on-going strategic plan which includes telecommunication services, connectivity, and support. OUSD's technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. The District is seeking to leverage its investment in these areas to achieve maximum operating efficiencies and cost savings.

## **E-Rate Supplemental Terms and Conditions**

**\*Please sign and return**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries 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 Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving 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 contract(s) and/or E-Rate funding approval is obtained, the District 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 District.

2) SERVICE PROVIDER REQUIREMENTS

The District 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 requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFQ.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid 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 bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
  - 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 contract 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 SLD guidelines.
  - h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide 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 three (3) days to questions associated with its proposal.
  - j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
  - k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>
- 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid 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). Should it not be the lowest

corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) **STARTING SERVICES/ADVANCE INSTALLATION**


The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFQ shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). 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.

#### **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 (6) 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 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:  
<http://www.usac.org/sl/applicants/step05/installation.aspx>

## Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of 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.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

### 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 Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. 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 District will only be responsible for paying its non-discounted share.

### 6) **FCC/SLD AUDITABILITY**

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. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFQ for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent 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/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFQ, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District'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 District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_



### **Right to Reject Any and All Quotes**

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

### **Trade Names and Alternatives**

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

***Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.***

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted

## PROJECT GOALS

The DISTRICT (OUSD) is seeking telecommunication providers that are able to meet its data telecommunication needs. The present system utilizes various levels and types of services at multiple locations. Attached Appendix A provides a listing of all facilities.

## QUALIFICATIONS

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

	Yes/No
1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.	
Please elaborate:	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Can your company ensure OUSD 99.95% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?	
Please elaborate:	
4. Is your company able to provide, at no additional charge, immediate notification to OUSD network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within OUSD?	
Please elaborate:	
5. Please provide the process for OUSD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.	
Please elaborate:	

6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
7. Your company will provide a non-performance policy with OUSD which provides OUSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within OUSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.	
Please elaborate:	
8. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	
Please elaborate:	
9. Does your company agree that OUSD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

## TRANSITION PLAN

As the start date for any carrier is **July 1, 2022**, OUSD requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the OUSD transition team. The transition plan is to outline the expectations the supplier team would have of OUSD and the information or task OUSD is to provide the supplier and the date any information or task would be required.

OUSD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with OUSD for the installation and use of such facilities and services. Service Provider shall indemnify OUSD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

### Customer Requirements

- Wide Area Network Digital Transmission Services: Please provide quotes for the following bandwidths.
  - 1 Gbps
  - 2 Gbps
  - 5 Gbps
  - 10 Gbps
- Internal routing scheme cannot be changed
- **WAN connections are Point-to-Point from each site back to District Office**
- Option for growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by the District
- Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.*
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to OUSD. All vendor equipment installed shall be under repair maintenance at no cost to OUSD for the life of the contract agreement.

### Information Requested

- Proposed solution pricing
  - **Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data**

**Center at the District Office shall be determined by OUSD technical staff.  
All cost proposals must include pricing to install services to the MPOE and  
Demarcation point.**

- MRC for initial contract month term as well as MRC starting with contract renewal term.
- **District is requesting a 2 year contract with 2 optional extensions.**
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.

## **Instructions to Vendors**

### **General Information**

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

### **Installation Timeline**

No billing can take place prior to July 1, 2022 though start up work can begin as early as April 1, 2022 in order to meet this deadline and maintain compliance with the E-Rate Program rules.

### **Deadline for Request for Proposal Submittal**

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements

### **Request for Proposal Preparation Cost**

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

### **Completion of the Price Module Worksheet**

Proposals must include the attached pricing worksheet. Please include the installation (one time) costs and monthly (ongoing) costs for all sites. Installation costs may be amortized into the monthly recurring charges.

### **Vendor Qualifications**

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP. The vendor shall provide three (3) K-12 references consisting of similar work and scope.

### **Request for Proposal Submission Requirements**

All proposals shall include the following completed documents/forms. Failure to submit the documents/forms may render the proposal non-responsive: The Vendor is required to submit an Original bind copy and one (1) electronic copy (Via USB or CD) of the proposal and any required addenda(s) in a sealed envelope prominently marked with the following: "Wide Area Network Digital High Speed Telecommunications Services R, FP," delivered to:

**Orcutt Union School District  
ATTN: Leslie Wagonseller  
500 Dyer Street  
Orcutt, CA 93455**

All RFI's (Request for Information) should be submitted in writing, no later than **Monday, December 6, 2021 at 2:00 PM**, to: Michael Brieske via email at [mbrieske@orcutt-schools.net](mailto:mbrieske@orcutt-schools.net)

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

All responses to this RFP should be submitted in hardcopy form along with an electronic copy via USB or CD.

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

1. Cover Letter/Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. E-Rate Supplemental Terms and Conditions
5. Experience and Client References
6. Technical Capabilities
7. Cost Proposal
8. Pricing Module Worksheet (See '**WAN RFP Pricing Module Worksheet.xls**') )
9. Transition Plan
10. Bid Bond
11. Designation of Subcontractors
12. Non-Collusive Bidding Declaration

### **References**

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

### **PAYMENT AND FUNDING**

The District intends to partially fund the services contemplated herein by leveraging the federal E-Rate program. Vendors should be familiar with and compliant with all applicable federal E-Rate policies. Bids from vendors that are not E-Rate eligible will not be considered for this RFP. Vendors must provide a response to this RFP that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status. The successful bidder also must abide by the requirements for vendors under the E-Rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The bidder must identify and separate any costs that are associated with non E-Rate eligible entities and services as identified in the scope of work herein.

In addition, the Wide Area Network (WAN) high speed telecommunications services must also be eligible for, and receive, the applicable discounts funded through the California Teleconnect Fund (CTF) which is administered by the California Public Utilities Commission (CPUC). In accordance to CPUC resolution T-16763 all E-Rate program discounts must be posted via the Service Provider Invoice Form 474. The District will not file a Billed Entity Applicant Reimbursement Form 472 for applicable E-Rate discounts.

**Failure of vendor to apply appropriate discounts will be basis for termination of contract**

without penalty.

**ORCUTT UNION ELEMENTARY SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL RFP# 2022-2023 WAN E-RATE  
WIDE AREA NETWORK  
DIGITAL TRANSMISSION SERVICES**

**BID PROPOSAL FORM AGREEMENT**

TO: ORCUTT UNION ELEMENTARY SCHOOL DISTRICT, acting by and through  
its Governing Board, herein called "District"

FROM: \_\_\_\_\_

(Proper Name of Bidder)

1. Pursuant to, and in compliance with, your Notice to Bidders, and other documents relating thereto, the undersigned bidder having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

**REQUEST FOR PROPOSAL RFP# 2017-2018 WAN E-RATE  
WIDE AREA NETWORK  
DIGITAL TRANSMISSION SERVICES**

All in strict conformance with the drawings, and other contract documents on file at the Purchasing Office of said District for amounts set forth herein.

2. In order to be a responsive and responsible bidder, required documents must be submitted as a total proposal response. If any one of the required documents are not



included, the proposal will be declared non-responsive, and will not be accepted. Bidders submitting a NO BID response are to return the cover page, and a letter stating “NO BID”, in order to remain on the District’s Bidder’s List

3. ADDENDA

The undersigned has thoroughly examined any and all Addenda, (if any), issued during the proposal period, and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda:

(Bidder to list all addenda)

ADDENDUM NO: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

ADDENDUM NO: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

ADDENDUM NO: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

4. This Proposal is to be submitted by 2:00 PM, January 07, 2022, and include the following documents:

Cover Letter/Letter of Interest  
Table of Contents  
Vendor Company Data  
Experience and Client References  
Technical Capabilities  
Cost Proposal

Transition Plan  
Bid Bond  
Designation of Subcontractors  
Non-Collusive Bidding Declaration  
Pricing Module Worksheet  
*(See 'WAN RFP Pricing Module Worksheet.xls')*

5. PRICING

The base bid includes all items as indicated and as specified for in the “Scope of Work” and various attachments. The Base Bid sum shall include all labor, materials, services, software, training, warranty and support necessary to complete the project, including all sales, State and Local taxes, license and permit fees, and insurance costs, if any.

## Wide Area Network

BASE PROPOSAL CONTRACT TERM: JULY 1, 2022 – JUNE 30, 2023

PROPOSAL AMOUNT  
\$ \_\_\_\_\_

TOTAL PROPOSAL IN  
WORDS: \_\_\_\_\_

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E-RATE ELIGIBLE AMOUNT  
\$ \_\_\_\_\_

E-RATE INELIGIBLE AMOUNT  
\$ \_\_\_\_\_

A-2: ALTERNATE PROPOSAL CONTRACT TERM: JULY 1, 2022 – JUNE 30, 2023

PROPOSAL AMOUNT  
\$ \_\_\_\_\_

TOTAL PROPOSAL IN  
WORDS: \_\_\_\_\_

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E-RATE ELIGIBLE AMOUNT  
\$ \_\_\_\_\_

E-RATE INELIGIBLE AMOUNT  
\$ \_\_\_\_\_

A-3: ALTERNATE PROPOSAL CONTRACT TERM:

\_\_\_\_\_ (state proposed term)

PROPOSAL AMOUNT  
\$ \_\_\_\_\_

TOTAL PROPOSAL IN WORDS: \_\_\_\_\_

\_\_\_\_\_ E-RATE ELIGIBLE AMOUNT  
\$ \_\_\_\_\_

\_\_\_\_\_ E-RATE INELIGIBLE AMOUNT  
\$ \_\_\_\_\_

6. In submitting this proposal, the vendor acknowledges that the Proposed Guidelines and Requirements for the Project, are an integral part of the Contract Documents, and that the Proposed Guidelines and Requirements have been read, understood, and accepted by the bidder. The bidder understands and agrees not to disclaim knowledge of the meaning, and effect of any term or provision, and agrees to strictly abide by their meaning and intent.
7. It is understood that the District reserves the right to reject this proposal, and that the proposal shall remain open to acceptance, and is irrevocable for a period of Sixty (60) days.
8. It is understood and agreed that if written notice of acceptance of this proposal is mailed faxed, or delivered to the undersigned after the opening of the proposals, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted, and that the contractor will also furnish and deliver to the District FIVE (5) executed copies of the Performance and Payment Bonds as specified, all within SEVEN (7) days after receipt of the Notice of Award Letter, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to Proceed Letter, and shall be completed by the Contractor in the time specified in the contract documents.
9. The Notice of Award Letter, and/or other correspondence, will be addressed to the undersigned at the address stated below.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

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IMPORTANT NOTICE: If the bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and managers thereof; if a co-partnership, state true name of firm, also names of all individual co- partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

11. The required list of designated subcontractor is attached hereto. Bidder understands, and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00, must be bonded.
12. The undersigned hereby warrants that the Contractor has the appropriate license(s), and that such license(s) entitles the bidder to provide the work; that such license(s) will be in full force and effect throughout the duration of performance, under this contract.
13. The Contractor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
14. In the event the bidder to whom the Notice of Award is given, fails or refuses to post the required bonds and return executed copies of the Agreement form within SEVEN (7) calendar days from the date of receiving the Notice of Award letter, the District may declare the Bidder's proposal non-responsive, and may give Notice of Intent to Award the contract to the next lowest responsive and responsible bidder.
15. Pursuant to Section 4552 of the Government code, in submitting a bid to the District, the bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

BY SUBMISSION OF THIS PROPOSAL, THE BIDDER DECLARES UNDER PENALTY OF PERJURY, AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION CONTAINED BELOW IS TRUE, CORRECT AND COMPLETE.

COMPANY NAME: \_\_\_\_\_

LEGAL NAME OF CORP.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_

PRINTED NAME

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

E-mail address \_\_\_\_\_

Other partners \_\_\_\_\_

\_\_\_\_\_

**BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the ORCUTT UNIFIED ELEMENTARY SCHOOL DISTRICT, hereinafter called "District," in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), (not less than ten percent (10%) of the total amount of the bid) for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said District to perform all work required under the bidding schedule of the District's Contract Documents for:

**RFP# 2022-2023 WAN E-RATE  
WIDE AREA NETWORK DIGITAL TRANSMISSION SERVICES**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway effect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Corporate Seal of Principal,  
if Corporation)

\_\_\_\_\_  
Principal

Proper Name of Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-In-Fact

Address of California Agent of Surety

Phone: \_\_\_\_\_

(Attach Attorney-In-Fact Certificate and Required Acknowledgments)

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing at Section 4100], Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid, Contractor shall be deemed to have agreed that Contractor is fully qualified to perform that portion, and that Contractor alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

**Bidders are advised that this contract may consist of a public work, as of March 1, 2015 all contractors and subcontractors bidding on a public works project shall be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. ([www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html))**



NOTE: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

**Designation of Subcontractors**

<b>Portion of Work</b>	<b>Subcontractor</b>	<b>Address of Business</b>	<b>Phone Number</b>	<b>License No. and Exp. Date and DIR #</b>


---

RFP/Bid Package # RFP/Bid Package Name

---

Proper Name of Bidder Address

---

By (Print Name) Title

---

Phone Fax

---

Date

**NONCOLLUSION DECLARATION**  
**(To be Executed by Bidder and Submitted with Bid)**  
**(Public Contract Code 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ the party making the forgoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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, that 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; that all statements contained in this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his bid 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 corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_, California.

\_\_\_\_\_  
Authorized Company Signature

## APPENDIX A

### Locations

1. LAKEVIEW JR HIGH SCHOOL
2. ORCUTT UNION ESD-MAIN OFFICE
3. JOE NIGHTINGALE ELEM SCHOOL
4. PATTERSON ROAD ELEM SCHOOL
5. PINE GROVE ELEMENTARY SCHOOL
6. RALPH DUNLAP ELEMENTARY SCHOOL
7. ALICE SHAW ELEMENTARY SCHOOL