



# Request for Proposals

BID #230012476

Erate Project

## Purchase of Fiber Optics Upgrades

ERATE funding year terms

4/1/2023 through 9/30/2024

January 10, 2023

**Orcutt Union School  
District Technology  
Department  
500 Dyer Street  
Orcutt, California 93455  
(805) 938-8900**



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## 1. SUMMARY AND BACKGROUND

The Orcutt Union School District is seeking proposals from qualified service providers to upgrade the aging fiber optic cable backbone at district facilities.

The fiber optic upgrades are a necessary part of an ongoing project to improve the district's technology infrastructure. This project increases the network's bandwidth capacity and reduces network connectivity issues. These improvements will allow Orcutt Union School District to increase device scope, and allow for growth of the network in general.

## 2. PROPOSAL GUIDELINES

The contract is contingent upon Orcutt Union School District receiving sufficient E-Rate funding to proceed with the agreement. Orcutt Union School District shall be the sole party determining whether any approved E-Rate funding is sufficient for the applicant to proceed with the project. A mandatory vendor meeting and site walk through will be conducted Wednesday, January 18, 2023 at 8:30 a.m. (PST) for any vendor who wishes to bid on this project. The meeting will begin at the Technology building at the district office located at 500 Dyer Street, Santa Maria, CA 93455

Vendor may not amend their proposal after the closing date and time, and may not withdraw their proposal for a period of 12 months from bid opening.

All questions or inquiries concerning this Request for Proposal must be submitted only by e-mail to Leslie Wagonseller, ([lwagonseller@orcutt-schools.net](mailto:lwagonseller@orcutt-schools.net)) by Friday, January 20, 2023. Verbal responses to any inquiries are not binding to either party.

If a contract is to be awarded as a result of the Request for Proposals, it shall be awarded to the vendor who is responsible and whose proposal provides the best potential value to Orcutt Union School District. Responsible means the capability in all respects to perform the contract requirements and the integrity and reliability to assure performance of the contract obligations.



The contract is contingent upon Orcutt Union School District receiving sufficient E- Rate funding to proceed with the agreement. Orcutt Union School District shall be the sole party determining whether any approved E-Rate funding is sufficient for the applicant to proceed with the project.

Orcutt Union School District and successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. The bid application must be presented in a format that includes all information required for inclusion in the new form 471.

*Proposals must be signed and submitted in a sealed envelope marked Fiber Optic Network Upgrade, Orcutt Union School District Technology Department, 500 Dyer Street, Santa Maria, CA 93455 by 2:00 p.m. (PST) local time on Thursday, February 9, 2023. The bid opening will take place in the Orcutt Union School District Board Meeting Room at 2:05 p.m. (PST).*

Bids may be mailed or hand delivered to the district office. Bids received after the exact time and date noted will **NOT** be considered for the bid process.

Vendor may not amend their proposal after the closing date and time, and may not withdraw their proposal for a period of 12 months from bid opening.

*All questions or inquiries concerning this Request for Proposal must be submitted only by e-mail to Leslie Wagonseller, ([lwagonseller@orcutt-schools.net](mailto:lwagonseller@orcutt-schools.net)) by Friday, January 20, 2023.*

*Verbal responses to any inquiries are not binding to either party.*

If a contract is to be awarded as a result of the Request for Proposals, it shall be awarded to the vendor who is responsible and whose proposal provides the best potential value to Orcutt Union School District. Responsible means the capability in all respects to perform the contract requirements and the integrity and reliability to assure performance of the contract obligations



Notice in writing to a vendor and the subsequent execution of a written agreement shall constitute the making of a contract. No vendor shall acquire any legal or equitable rights or privileges whatsoever until the contract is signed.

The contract will contain the relevant provisions of this Request for Proposal as well as mutually agreed upon terms, whether arising from the proposal or as a result of any negotiations prior or subsequent thereto.

In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.

The Orcutt Union School District has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever without incurring any liability and no vendor will have any claim against the Orcutt Union School District.

Any amendments made by the Orcutt Union School District to the Request for Proposal will be issued in writing and sent to all vendors who appeared for the mandatory meeting and walk through. The Orcutt Union School District is not liable for any costs of preparation or presentation of proposals.

An evaluation committee will review each proposal. The Orcutt Union School District reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.

The proposal and accompanying documentation submitted by the vendors are the property of Orcutt Union School District and will not be returned.

Vendor proposal in response to the RFP will be incorporated into the final agreement between the Orcutt Union School District and the selected vendor. The submitted proposal at a minimum should include the following sections:

- Services rendered, project schedule and scope of work
- Itemizing pricing detailed by each building at each school site
- Total sheet summary detailed by each school site
- Exclusions
- Orcutt Union School District and vendor responsibilities
- Fees and payments

Vendors must include references for projects of similar size and scope that have been completed within the past five years. Schools and School Districts are preferred references. The following information must be included:

- Job location
- Contact name and phone numbers
- Dates of contract
- Project description
- Equipment installed



Vendors are to indicate which equipment or material of their proposal are ineligible for funding according to the SLD's rules

A vendor meeting and site walk through will be conducted Wednesday, January 18, 2023 at 8:30 a.m. (PST) for any vendor who wishes to bid on this project. The meeting will begin at the Technology building at the district office located at 500 Dyer Street, Santa Maria, CA 93455, Proposals will NOT be accepted from vendors that do not attend this meeting and walk through. A sign-in sheet will be available for the vendor representative to sign. If weather affects this meeting or other circumstances prevent a vendor from attending this meeting, the vendor may request another date for the walk, however, the Orcutt Union School District does not have to allow or grant a request for an alternate date for the second walk. *Vendors should be prepared to take photos, measure distances, and record any other data that may be required for their proposal at this time.*

Vendor must include copies of any industry recognized fiber optics certifications for their installers, technicians, and designers with the RFP proposal.

Bid is to include price for reimbursement through BEAR form;

Vendor must be a registered Service Provider through Schools and Libraries Universal Service, provide a SPIN number on the required form (Form A) and certify that the vendor is in good standings with the FCC/E-Rate program (Green Light Certification from USAC).

All work performed and all material equipment furnished under this contract shall be warranted to be free from defects and shall remain so for a period of at least three (3) years from the date of installation.

**Upon completion of the contract, the vendor will provide Orcutt Union School District with accurate and thorough documentation of all installed cables. All cables shall be tested with certified equipment to ensure they meet all applicable industry standards for their type and termination. Results of these tests should be included in the documentation along with a digital network diagram which includes the type and number of strands installed.**

**All fiber optic cables described in the RFP shall contain no less than 12 strands of fiber unless otherwise specified. All fiber installed shall be terminated with LC connectors.**



Vendor must provide copies of Insurance and Bond documents.

**Bids must be received by 2:00 p.m., on February 9, 2023. Bids must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Orcutt Union School District, Purchasing Department, 500 Dyer Street, Orcutt, CA 93455.**

Bids received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from **Orcutt Union School District website: [www.orcuttschools.net](http://www.orcuttschools.net)**, or by contacting the **Technology Department, 500 Dyer Street, Orcutt, CA 93455. Refer any questions to: Leslie Wagonseller e-mail: [lwagonseller@orcutt-schools.net](mailto:lwagonseller@orcutt-schools.net) or Telephone: (805) 938-8944.**



### 3. PROJECT SCOPE

The scope of this project is to propose and secure appropriate equipment for 6 of our existing school buildings. The Fiber Optics in these buildings needs to be upgraded.

We are looking for installation to take place this summer beginning in June. Support of the project is one consideration, but overall bid that fits our needs best will be the bid considered.

The majority of fiber optic cable currently installed at school sites is either OM1 or OM2 multimode fiber. These links currently run at 1 gigabit per second (Gbps). Orcutt Union School District desires to upgrade all fiber optic backbone connections within the scope of this project to a minimum of OM3 multimode fiber with link speeds of no less than 10 Gbps.

Due to the nature of the fiber optic cabling distances and physical layout, Orcutt Union School District requires that all fiber optic cables within the scope of this project shall be replaced with multimode OM3 or better fiber optic cable. All links must be continuous runs to the MDF with no mid-span connections.





Listed below are current fiber runs and known details, additional details on fiber runs, locations, etc. will be provided at the mandatory walk-through.

**Alice Shaw Elementary School**

759 Dahlia Place  
Santa Maria, CA 93455

Alice Shaw Elementary School has six (6) outlying building IDF's that will require fiber runs to the main building where the MDF is located. There are also six (6) portable buildings that have an IDF and will require a fiber run to connect them to the main building where the MDF is located.

**Joe Nightingale Elementary School**

255 Winter Road, Santa Maria, CA 93455

Joe Nightingale Elementary School has ten (10) outlying building IDF's that will require fiber runs to the main building where the MDF is located. There are also three (3) portable buildings that have an IDF and will require a fiber run to connect them to the main building where the MDF is located.

**Patterson Road Elementary School**

400 Patterson Road, Santa Maria, CA 93455

Patterson Road has seven (7) outlying building IDF's that will require fiber runs to the main building where the MDF is located. There are also four (4) portable buildings that have an IDF and will require a fiber run to connect them to the main building where the MDF is located.

**Pine Grove Elementary School**

1050 E. Rice Ranch Road, Santa Maria, CA 93455

Pine Grove Elementary School has eight (8) outlying building IDF's that will require fiber runs to the main building where the MDF is located. There are also two (2) portable buildings that have an IDF and will require a fiber run to connect them to the main building where the MDF is located.

**Ralph Dunlap Elementary School**

1220 Oak Knoll Road, Santa Maria, CA 93455

Dunlap Elementary School has six (6) outlying building IDF's that will require fiber runs to the main building where the MDF is located. There are also six (6) portable buildings that have an IDF and will require a fiber run to connect them to the main building where the MDF is located.



**Lakeview Junior High School**

3700 Orcutt Road, Santa Maria, CA 93455

Lakeview Junior High School has four (4) outlying building IDF's that will require fiber runs to the main building where the MDF is located. There are also three (3) portable buildings that have an IDF and will require a fiber run to connect them to the main building where the MDF is located.



(Form A)  
Orcutt Union School District Bid Sheet

Company Name and Address: \_\_\_\_\_

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Signature of Authorized  
Vendor Representative: \_\_\_\_\_

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Title Date

E-Mail Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ SPIN # \_\_\_\_\_



This form MUST be used to submit your bid  
 Bidder: I propose to provide the following:

Alice Shaw Elementary School 759 Dahlia Place Santa Maria, CA 93455	Qty.	Individual Cost	Total
Fiber Optic Cable			
Enclosure for Splice Tray			
Splice Tray			
Sliding Fiber Drawer			
Adapter Panel Biscuit			
LC Hotmelt MM Connector			
Other (Please List Individually)			
Installation			

Joe Nightingale Elementary School 255 Winter Road, Santa Maria, CA 93455	Qty.	Individual Cost	Total
Fiber Optic Cable			
Enclosure for Splice Tray			
Splice Tray			
Sliding Fiber Drawer			
Adapter Panel Biscuit			
LC Hotmelt MM Connector			
Other (Please List Individually)			
Installation			



Patterson Road Elementary School 400 Patterson Road, Santa Maria, CA 93455	Qty.	Individual Cost	Total
Fiber Optic Cable			
Enclosure for Splice Tray			
Splice Tray			
Sliding Fiber Drawer			
Adapter Panel Biscuit			
LC Hotmelt MM Connector			
Other (Please List Individually)			
Installation			

Pine Grove Elementary School 1050 E. Rice Ranch Road, Santa Maria, CA 93455	Qty.	Individual Cost	Total
Fiber Optic Cable			
Enclosure for Splice Tray			
Splice Tray			
Sliding Fiber Drawer			
Adapter Panel Biscuit			
LC Hotmelt MM Connector			
Other (Please List Individually)			
Installation			



Ralph Dunlap Elementary School 1220 Oak Knoll Road, Santa Maria, CA 93455	Qty.	Individual Cost	Total
Fiber Optic Cable			
Enclosure for Splice Tray			
Splice Tray			
Sliding Fiber Drawer			
Adapter Panel Biscuit			
LC Hotmelt MM Connector			
Other (Please List Individually)			
Installation			

Lakeview Junior High School 3700 Orcutt Road, Santa Maria, CA 93455	Qty.	Individual Cost	Total
Fiber Optic Cable			
Enclosure for Splice Tray			
Splice Tray			
Sliding Fiber Drawer			
Adapter Panel Biscuit			
LC Hotmelt MM Connector			
Other (Please List Individually)			
Installation			



#### 4. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Bids must be received by **2:00 p.m., on February 9, 2023**. Bids may be submitted in a sealed envelope, marked with the Bid number and title, and returned to the Orcutt Union School District, Purchasing Department, 500 Dyer Street, Orcutt, CA 93455 or emailed to Leslie Wagon seller, Executive Director Technology and Education Services at [lwagon seller@orcutt-schools.net](mailto:lwagon seller@orcutt-schools.net)

Bids received later than the designated time and specified date will not be considered.

Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from **Orcutt Union School District website: [www.orcuttschools.net](http://www.orcuttschools.net)**, or by contacting the **Technology Department, 500 Dyer Street, Orcutt, CA 93455. Refer any questions to: Leslie Wagon seller e-mail: [lwagon seller@orcutt-schools.net](mailto:lwagon seller@orcutt-schools.net) or Telephone: (805) 938-8944.**

##### **Project Timeline:**

Project start time will begin as soon as our schools have finished for the year, or as soon as possible based on school availability so long as work begins after April 1, 2023.

Bidder will need to schedule work in order to keep the project on time.



## 5. BUDGET

All proposals must include proposed costs to operate the equipment. It is expected that all proposals will include all items required to make the materials and installation operational: everything must be included in the Bid. Taxes and all other costs should be included in the Bid.

NOTE: All costs and fees must be clearly described in each proposal. Each different item must be identified on a separate line.

## 6. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of company and experience in installing, testing and terminating new fiber.
- Timeframe for completion of the project
- Cite any school districts that have been or are customers
- 

## 7. PROPOSAL EVALUATION CRITERIA

Orcutt Union School District will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Overall clean and clear quote with the requested equipment.
- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner
- Value and cost: Bidders will be evaluated on the cost of their solution(s)
- Exact materials requested
- Timeline

<b>Selection Criteria</b>	<b>Criteria Weight</b>
Erate Eligible Cost	30
Service Provider meets District's minimum requirements	25
Experience with District	20
Ability to deliver service at start of funding year	15
Service Agreement	10





Each bidder must submit 2 copies of their proposal to the address below or to [lwagon seller@orcutt-schools.net](mailto:lwagon seller@orcutt-schools.net) by February 9, 2023.

**OrcuttUnionSchoolDistri  
ct Technology  
Department  
500 Dyer Street  
Orcutt, California 93455  
(805) 938-8900**

Refer any questions to: Leslie Wagon seller e-mail: [lwagon seller@orcutt-schools.net](mailto:lwagon seller@orcutt-schools.net) or Telephone: (805) 938-8944.



### **System Availability**

The proposals submitted must describe a system where all elements are currently available and will not include “futures” or “drawing board” elements. “Futures” or “Drawing Board” elements, if included, must be explicitly labeled as such and may serve only for information purposes and not be used to satisfy a requirement stipulated in the RFP.

### **Communications**

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

### **Proposal Confidentiality**

All proposals received shall remain confidential, to the extent permitted by law until negotiations between the District and Vendor are complete; thereafter, the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification of exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word “confidential” printed on the lower right-hand corner of the page. The District will consider a Vendor’s request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order. It is understood that the District is subject to the California Public Records Act (Gov. Code Section 6550, et seq.). If a public records request is made to view Vendor’s proprietary and confidential information, the District shall notify Vendor of the request and the date that such records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining that disclosure, the District will release requested information on the date specified. All materials submitted in response to this request will become the property of the District and will be returned only at the District’s option and at the Vendor’s expense.

### **Taxes**

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

### **Subcontracting Procedure**

No performance of the contract or any portion thereof shall be assigned or subcontracted by the Vendor without the expressed written consent of the District. Any attempt by the Vendor to assign or subcontract any performance of the terms of this contract without the expressed written consent of the District will constitute a breach of this contract. Whenever the Vendor is authorized by the District to subcontract or assign, he will include all the terms of this contract to each such subcontract or assignment.



Every subcontractor shall be bound by the terms of the contract as far as it is applicable to the performance of the work. Nothing herein shall create any contract between any subcontractor and the District, or any obligation of the part of the District to pay, or see to the payment of any sums to any subcontractor by the Vendor.

**News Releases**

News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of the District's Superintendent.

**Disposition of Proposal**

All materials submitted in response to this request for proposal will become the property of the District and will be returned only at the District's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record as subject to the Public Records Act. However, confidential financial information submitted in support of the requirement to show Vendor's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

**Insurance**

Vendor shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

- a) Vendor's Liability Insurance
  - i) Worker's Compensation
  - ii) General Liability
    - (1) Injury or accidental death  
\$1,000,000.00
    - (2) Bodily
      - Injury Each Occurrence \$2,000,000.00 Aggregate
      - \$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
    - (3) Property Damage  
\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
  - iii) Automobile Liability (Any Auto)
    - (1) Combined Single Limit  
\$1,000,000.00 Each Occurrence

Such liability insurance policies shall name the District as an additional insured and shall agree to defend and indemnify the District against loss arising from operations performed under the contract.

**System Performance**

Not restricted by any other item, condition, disclaimer, warranty or guarantee, the Vendor represents and warrants that the system will perform the functions described in its product specifications and its proposal and the system will operate in the proposed configuration and the cost set forth.



### **Software Integrated Performance**

Within the definition of the system described by the Vendor's proposal and resulting agreement, the vendor acknowledges that the nature of this procurement requires that each component function in accordance with its specification and be integrated and operate successfully with all other components of the system.

### **Cancellation for Insufficient or Non-Appropriated Funds**

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government under the E-Rate Program, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

### **Assignment of Contract**

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

### **Binding Effect**

This agreement shall insure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

### **Severability**

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

### **Amendments**

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

### **Prevailing Law**

In the event of any conflict or ambiguity between these instructions and State and Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements.

### **Governing Law and Venue**

The final contract between Vendor and the District shall be assembled and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of the final contract. Venue shall only be with the appropriate state or federal court located in Santa Barbara County, California.

### **Acceptance Testing**

Acceptance testing will begin when components are installed, the service has been "tuned up," and the Vendor informs the District that the service is functioning according to specifications and agreed upon service levels.



### **Clarifications and Corrections**

The right is reserved, as the interests of the District may require, to revise or amend the RFP 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 Proposal. If the revisions and amendments are of a nature which require material changes, the date set for the opening of the proposals may be postponed by such a number of days as in the opinion of the District will enable Vendors 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. Any clarifications or corrections to the RFP Documents will not be considered valid unless it is provided in writing by the District to all Vendors as a numbered Addendum.

### **Local Account Team**

Local account team support must be available and the District will be provided with an account manager who acts as a single point of contact that is responsible for the entire account. The District shall have the opportunity to review and approve all members of the Vendor's team and shall have the right to request removal of personnel it considers unsuitable. The Vendor shall not substitute members of its account team without prior written notification to the District. New members assigned to the District's account team shall have a trial period of three months; during this period, the District may request that the new member be replaced. At the District's discretion, semi-annual status meetings shall be held with the Vendor's account team or upon request by the District. These meetings shall include a written problem escalation procedure review as a standard agenda item.

### **Coordination**

The Vendor shall coordinate installation schedules with the District and their designated agent(s).

### **Notice of Labor Dispute**

Whenever Vendor has knowledge that any actual or potential labor dispute may delay the implementation of the services contracted from Vendor, Vendor shall immediately notify and submit all relevant information to the District. Vendor shall insert the substance of this entire clause in any subcontract hereunder.

### **Guarantee**

The District requires that the DISTRICT CABLING UPGRADE: Internal Connections components provided by the Vendor shall be guaranteed for a minimum of one (3) years after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction of the District without expense to the District.

### **Warranty**

All warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplies or created interfaces and any ancillary product that is purchased from the awarded Vendor. In addition, the awarded Vendor will warrant and guarantee the seamless integration and interface modules proposed herein.

Vendor(s) must warrant that the specifications, capabilities and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent



your agreement to these conditions.

**Vendor Protest**

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

- (a) The protest is in writing;
  
- (b) The protest is filed and received by the District’s Supervisor of Purchasing not more than three (3) calendar days following the date of the District selection of the apparent lowest responsible bidder;
  
- (c) The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District’s Supervisor of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District’s written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District’s intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District’s intent to award the Contract, or the District’s determination to reject all proposals

**Vendor Certification Regarding Background Checks**

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the District.

**Conduct Rules for Vendors**

Each Vendor/subcontractors, when performing work/services on Orcutt Union School District properties shall adhere to the rules of conduct.

**Wage Rates, Travel and Subsistence**

- (a) Pursuant to Labor Code Sections 1770 et. Seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request, and are also available from the Director of the Department of Industrial Relations website at ([www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd)). The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post and a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.
  
- (b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the



minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(c) Holiday and overtime work, when permitted by law, shall be paid at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

(d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

(e) Job Site Posting (SBX 2-9). On each job site that is subject to compliance monitoring by the Department of Industrial Relations, the Awarding Body shall post or require the prime contractor to post a Notice containing Compliance and Monitoring information.

60. Electrician (C-10 License) – Senate Bill 1362.

Pursuant to the requirements of SB 1362 and CA Labor Code Section 3099.2, all employees performing electrical work for a general contractor or subcontractor holding a C-10 license must be certified. If employees working on a project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the general contractor/subcontractor to corrective action up to and including being removed from the project



## ADDENDUM

### **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with bid response.

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 connections 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 of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced price meals.

#### **1) E-RATE CONTINGENCY**

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of 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 FCC and USAC throughout the contractual period of any contract entered into as a result of this RFP.
- 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: <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 (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://www.fcc.gov/licensing-databases/commission-registration-system-fcc>
- 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 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. 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, 2023.
- 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 E-rate eligible costs per USAC guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the most currently available “Bulk Upload Template” located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices for must match the Bulk Upload Template or subsequent service substitutions.**
- 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 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 <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- 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: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>



### **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 (“LCP”) pursuant to § 54.511(b). 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/>. 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. Service Providers are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and services. The Service Provider acknowledges that the Service Provider is solely responsible to complying with LCP requirements. To the extent that the FCC and/or USAC finds an LCP violation and reduces the E-rate Funding, the Service Provider agrees that it will not hold the District liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, Commitment Adjustments (“COMADS”) and/or Recovery of Improperly Disbursed Funds (“RIDFS”).
- e. 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/>. The current list of prohibited equipment and services is listed here: <https://www.fcc.gov/supplychain/coveredlist>.
- f. The Service Provider acknowledges that the Service Provider is solely responsible to complying with the FCC’s ban on prohibited equipment and services posing a threat to National Security. To the extent that the FCC and/or USAC finds a violation of these requirements and reduces the E-rate Funding, the Service Provider agrees that it will not hold the District liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, Commitment Adjustments (“COMADS”) and/or Recovery of Improperly Disbursed Funds (“RIDFS”).



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

#### **4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). 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.

- *Construction begins after selection of a service provider pursuant to a valid competitive bidding process;*
- *A Category One recurring service depends on the installation of the infrastructure;*
- *The service start date is on or after the start of the funding year; and*
- *No invoices (FCC Form 472 or FCC Form 474) can be dated prior to July 1 of the funding year.*

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



- *Installation of Category Two non-recurring services may begin on the April 1 prior to the July 1 start of the funding year. No invoices (FCC Form 472 or FCC Form 474) can be certified 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). This FCC decision only applies to Category 2 Internal Connections services.

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

## **5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the 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 Funding Request Number and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC 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 FCC 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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any E-rate funding request resulting from this RFP 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 Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.



7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District 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 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.

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:** \_\_\_\_\_