Request for Proposal

Multi-year Contract for E-rate Eligible Wide Area Network (WAN) Services

Lit Fiber and Dark Fiber Options

E-rate Funding Year 2027-2028

Prepared by Kirkwood Elementary School District

November 10, 2026

KIRKWOOD ELEMENTARY SCHOOL DISTRICT

NOTICE CALLING FOR PROPOSALS

RFP No. WAN-2027

470# 270003253

E-rate Funding Year 2027-2028

Multi-Year Contract for E-Rate Eligible Wide Area Network (WAN) Services

Notice is hereby given that Kirkwood Elementary School District ("KSD") will receive proposals for RFP No. WAN-2027, Multi-Year Contract for E-Rate Eligible Wide Area Network (WAN) Services, Dark Fiber and Lit Fiber Options. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the proposal will not be allowed. Electronic copies of the proposal are required.

To view and download a copy of this RFP, go to https://www.kirkwoodschoolca.org/erate/, or to the E-rate EPC website www.portal.usac.org.suite, or an electronic copy can be obtained from Heidi Powell, Business Manager, at hpowell@kirkwoodschoolca.org

Proposals must be submitted via email only to Heidi Powell, Business Manager, at hpowell@kirkwoodschoolca.org Electronic copies of the proposal are required and must be received by **Wednesday, January 20, 2027 – 5:00 PM PST**.

All requests for information (RFI) should be made in writing via e-mail to Heidi Powell, Business Manager, at hpowell@kirkwoodschoolca.org by **December 1, 2026 – 5:00 PM PDT.**

All addendum(s), questions, and answers will be posted to the Kirkwood Elementary website at https://www.kirkwoodschoolca.org/erate/, in addition to the E-rate EPC website at https://portal.usac.org/suite/.

Time is of the essence. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the RFP process. No Proposer may withdraw any Proposal for a period of ninety (90) calendar days after the Proposal due date.

Kirkwood Elementary School District

Newspaper: Red Bluff Daily News

1. Schedule of Events

Activity	Due Date
Request for Proposal Issued	November 10, 2026
Request for Information Deadline	December 1, 2026 – 5:00 PM PST
Deadline for Proposal Submission – Electronic responses required (no public Proposal opening will take place)	January 20, 2027 – 5:00 PM PST
Bid Review*	January 21, 2027
Award/Proposer Selection (on or before) *	January 22, 2027

***Estimated deadlines subject to revision at District's discretion.**

2. General Terms and Conditions

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

Name and Nature of Proposer's Entity. The Proposer(s) shall specify in the bid, the name and nature of its legal entity and any fictitious name under which it does any business. The bid shall be signed under the correct firm name by an authorized officer.

Withdrawal of Bid. Bid proposals may be withdrawn by the Proposers prior to the time fixed for the opening of bids but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful Proposer shall not be relieved of the bid submitted without the KSD's consent or Proposer's recourse to public Contract Code Sections 5100 et. seq.

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

Bid Exceptions. All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the Superintendent whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the Proposer was placed in the mail prior to the opening of the bids.

Awards. KSD may make one award, multiple awards or no award as a result of this solicitation. KSD's decision regarding awards is final and not subject to protest.

Default by Contractor. KSD shall hold the Proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Proposer(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, KSD may, upon written notice to the Proposer, cancel the contract/purchase order in its entirety or cancel or rescind any or all items

affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Proposer. The prices paid by KSD at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by KSD from the Proposer, or deducted from any funds due the Proposer.

Insurance. The successful Proposer(s) shall maintain insurance adequate to protect from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Proposer's operations under the contract. Also, the Proposer may be required to file proof of such insurance, naming Red Bluff Union Elementary School District as an additional insured by separate endorsement as follows: The Proposer is required to provide proof of insurance of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident. Property Damage shall be $500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the Proposer(s).

Invoices and Payments. Unless otherwise specified, the successful Proposer(s) shall render invoices for materials delivered or services performed under the contract to the Business Department, 2049 Kirkwood Rd, Corning, CA 96021. Invoices shall be submitted under the same firm name as shown in the bid. The successful Proposer(s) shall list separately any taxes payable by KSD. KSD shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized department representative.

Vendor Costs. KSD shall assume no responsibility for vendor costs incurred in developing and submitting a proposal.

Addenda. KSD may modify this RFP, its scope, any of its key action dates, or any of its attachments or exhibits, prior to the date for submission of proposals. Any such addenda will be published on the KSD website, and when possible, email notification will be sent to all potential participants known to KSD.

Selection Criteria. With respect to the circuits and optional dark fiber segments, KSD, in compliance with Federal Communications Commission (FCC) rules, will award the vendor(s) providing the most cost-effective, end-to-end service offering. Per the Code of Federal Regulations:

§ 54.503 (c)(2)(ii)(B) All proposals submitted for eligible products and services will be carefully considered, with price being the primary factor, and the proposal selected will be for the most cost-effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Except as exempted in § 54.503(e), in selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. Therefore, KSD MAY consider factors beyond price alone in the consideration of proposals.

E-rate Eligible Price/Charges	30
Customer Service	25
Past Performance and References	25
Long-term value and integration with district needs, goals, and infrastructure	10
Vendor qualifications/certifications	5

Completeness of response	5
Total	100%

3. Standard Terms and Conditions

1. Federal, State and Local Taxes, Licenses and Permits: The successful Proposer will comply with all applicable laws and regulations. Additionally, the Proposer will be responsible for all costs, fines, and fees resulting from a hazardous material spill in the performance of this contract.
2. Permits, Licenses and Certifications. Each Proposer shall have in effect for the duration of any Agreement issued pursuant to this RFP all permits, licenses and certifications required to perform the work specified in this RFP.
3. For Proposers of any package in this RFP, the following special Terms and Conditions apply:

   3.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

   3.2. No Proposer, Contractor or Subcontractor may be listed on a Proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions for this requirement for Proposal purposes only under Labor Code section 1771.1(a)].

   3.3. No Proposer, Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5.

   3.4. All Proposers, Contractors and Subcontractors must furnish electronic certified payroll records directly to the California Labor Commissioner (AKA Division of Labor Standards and Enforcement).

   3.5. For frequently asked questions related to Department of Industrial Relations and their process, please visit: http://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
4. Criminal Background Compliance: In compliance with Education Code §45125.1, successful Proposer and any of its agents, representatives or employees who foreseeably will have contact with students at or near KSD or school district property shall be fingerprinted in a manner authorized by the U.S. Department of Justice (See Educ. Code § 45125.1). Successful Proposer must, upon receipt of the results of the fingerprinting, certify to KSD separately in writing that none of the individual's Contractor will assign to perform services for KSD has a record of conviction of a serious or violent felony before Contractor shall permit any such individual to perform any service for the KSD on KSD property. Any doubt regarding whether an agent, representative or employee of Contractor is covered by this subsection shall be resolved in favor of that person being fingerprinted as set forth above.
5. Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of KSD rights under any resulting contract.
6. Contract Provisions by Reference: It is mutually agreed by and between KSD and the successful Proposer that KSD's acceptance of the successful Proposer's offer by the issuance of a contract shall create a contract between the parties thereto containing all specifications, terms and conditions in the RFP and any amendments or modifications made prior to signing the contract. Any exceptions taken by the successful Proposer, which are not included in the contract, will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by the Proposer, the terms and conditions of the resulting contract will govern.
7. Observing Laws and Regulations: The successful Proposer shall keep itself fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting the

rights of its employees, and shall protect and indemnify KSD, its officers, and agents against any claims of liability arising from or based on any violation thereof.

8. Non-Collusion Clause: The Proposer, by submitting and signing this RFP declares that neither the Proposer nor agents of the Proposer's business have entered into any collusion or agreement concerning this proposal. The Proposer further declares that no persons, firms or corporations, have or will receive directly, any rebate, fee, gift, commission, etc., or that any employee or office of KSD has any undisclosed interest in the award of this contract.
9. Choice of Law: The resulting contract shall be construed under the laws of the State of California.
10. Actions of the Successful Proposer: The action of the successful Proposer with third parties is not binding upon KSD.

4. Requested Services

KSD is seeking telecommunication providers that can meet its data telecommunication needs.

EXHIBIT B provides a listing of all potential point-to-point circuit options with location Z sites in both Red Bluff and Corning CA. KSD intends to award (1) total circuits but is seeking quotes on (4) total circuits at different locations so they can award the best solution to meet their needs. Order of location preference is listed on the EXHIBIT B worksheet. Request bandwidth speeds are 1 Gbps and 10 Gbps. Proposers may provide pricing for 1 or 10 Gbps, or both.

EXHIBIT C is a campus map with potential locations for installation of network terminals or electronics.

Federal and state discounts. KSD expects all of the circuits listed in this RFP to be eligible for Federal E-rate and State CTF discounts. All respondents are asked to provide their current USAC Service Provider Identification Number (SPIN), if they have one. It is not required to have a SPIN to submit a response to this RFP; however, the respondent will be required to have a SPIN in place by July 1, 2027 or any associated awarded contract will be considered null and void.

Contract period. The contract period for awards resulting from this RFP will be from the date a circuit is installed and has been tested and accepted by KSD, through its contractual termination date. The termination dates may vary according to the type of circuit. Pricing for managed or lit services must be submitted for three (3) and five (5) year terms. Proposers MUST indicate if contract period can be extended for up to 12 months past the end of the initial term with an option to cancel during the extension with no penalty to allow for administrative alignment with fiscal and E-rate cycles. Proposers may submit a proposal on all or any subset of services included in this RFP. If Proposer is currently under contract for services, responses should indicate whether existing contracts are to be used for the services in their proposal, are to be superseded by the new proposal, or if services under such agreements convert to the proposed new agreement at the end of the existing contract period.

Contract period - optional dark fiber segments. Proposers may submit proposals for optional dark fiber segments. Dark fiber Lease or Indefeasible Right of Use (IRU) terms may be five (5), ten (10), fifteen (15) or twenty (20) years. Maintenance and operation contracts for dark fiber may be submitted for three (3) or five (5) years with optional extensions. KSD may choose to adopt a later start date for services included in any proposal in order to fulfill commitments on current contracts. When mutually agreed upon, KSD will consider contracts with one or more annual contract extensions beyond the basic term.

5. Pricing

Proposers MUST respond using the RFP Pricing Worksheet (Exhibit B) and responses cannot be in PDF or locked spreadsheets. Supplemental pricing explanations are acceptable as long as the

required Pricing Worksheet is used. Pricing MUST be expressed in undiscounted rates to KSD (that is, excluding California Teleconnect Fund (CTF) or Federal E-rate discounts, where applicable). Estimated taxes and surcharges are to be indicated at the top of the worksheet and expressed as a percentage.

Managed or lit data transmission services, including lit fiber:

For the purposes of review and, for determining the potential basis of award, KSD requests service providers provide pricing in Exhibit B for managed or lit services to be stated in the following manner:

- Special Construction one-time charge: Per the Federal Communications Commission's Eligible Services List for Funding Year 2027, special construction is comprised of upfront, non-recurring costs of deployment for new or upgraded facilities, design and engineering, project management, and construction of network facilities. Please identify the one-time charge for these items, if any.
- Other one-time charges: Please also identify any other one-time installation charges, if any. Other one-time installation charges may be comprised of any other one-time costs that do not meet the FCC's definition of special construction. For example, on premise equipment is not considered to be special constriction.
- Monthly Recurring charge: Please identify the monthly recurring charge for service for the thirty-six month and/or sixty-month terms. Estimated rate for taxes and surcharges: Please identify the aggregate estimated percentage of taxes and surcharges to be assessed at the top of the form in the left-hand corner.

Optional Dark Fiber Segments:

Proposers may submit proposals for optional dark fiber segments. Pricing for dark fiber can be expressed in either five (5), ten (10), fifteen (15) or twenty (20) year Lease or Indefeasible Right of Use (IRU) terms. Lateral fibers built as part of IRU delivery MUST be included. Fiber test results, containing at a minimum bidirectional OTDR and optical power loss readings at both 1310nm and 1550nm MUST be provided 15 days prior to service delivery. This testing should be end-to-end including any fiber extension built for the handoff of service at either end. For the purposes of review and, for determining the potential basis of award, KSD requests service providers provide pricing in Exhibit B for dark fiber to be stated in the following manner:

- Special Construction one-time charge: Per the Federal Communications Commission's Eligible Services List for Funding Year 2027, special construction is comprised of upfront, non-recurring costs of deployment for new or upgraded facilities, design and engineering, project management, and construction of network facilities. Please identify the one-time charge for these items, if any.
- Other one-time or monthly charges: Please also identify any other one-time or monthly charges associated with the Lease or IRU. Other one-time installation charges may be comprised of any other one-time costs that do not meet the FCC's definition of special construction. For example, an up-front IRU payment is not considered to be special construction.
- Recurring Maintenance and Operations (M&O) costs: Please indicate the recurring rate and if it is assessed annually or monthly.

Any awarded proposals for services with significant special construction costs WILL be asked to provide the following information, upon request, for E-rate Program Integrity Assurance Review:

- Route assessment, maps, ROW access and/or easement requirements.

- Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).
- Quantity and cost of other plant elements (e.g., handholes, splice enclosures, vaults).
- Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, etc.
- Explain the reasonableness and need for the costs, such as:
    - Directional boring (buried)
    - Galvanized conduit (buried)
    - A large number of fusion splices
    - A large number of handholes, vaults (buried)
    - Installation of new poles (aerial)
    - Expensive make ready costs (aerial)
- Confirm build route with GIS data as part of cost-per-foot evaluation.

Under guidelines established by the Second E-rate Modernization Order, KSD may request that its share of costs after E-rate discounts for special construction charges be amortized up to four years while requesting the E-rate discounted amount for the entire charge during Funding Year 2027. Proposers should indicate if amortization of special construction will be allowed under the proposed rates.

Proposers of managed or lit services should propose costs for services on a monthly basis inclusive of all associated co-location costs, and separately show any applicable one-time non-recurring charges.

Special construction costs MUST be separately identified on a per service basis. Nonrecurring/Special Construction costs MUST NOT be billed until after circuit installation is complete and KSD has verified installation. If proposers are unable to accept this term, proposers MUST provide an alternate proposal for billing and payment of nonrecurring costs. KSD 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 shall be determined by KSD. All cost proposals MUST include pricing to install services to the MPOE and extension to Demarcation point.

If special construction costs are not specified or are specified as zero dollars, the Proposer will be responsible for construction up to the MPOE and extension to the Demarcation point at each site as determined by KSD at no cost to KSD. It is the responsibility of each responding Proposer to ensure that correct pricing has been input to the pricing worksheets, and that correct information as to discounts has been entered. This information will be used extensively in evaluating responses and awarding service contracts. KSD relies on each Proposer to provide information that is free from errors or omissions. Once submitted, Proposers will be held responsible to provide service at the prices proposed and quoted. All services eligible for federal or state discounts MUST be expressed in rates before CTF or E-rate discounts. Optional pricing for annual pre-payment or multi-year pre-payments may be considered by KSD.

6. Early Termination Liability

Any contract resulting from this RFP MAY include an Early Termination Liability provision for any awarded service during the life of the contract. Early Termination Liability is defined as the amount due and payable should KSD, disconnect any service segments prior to the expiration of the term of

service. Any early termination liability MUST be specified in all proposal responses and under no circumstances may they exceed the remaining amount due and payable. Early Termination liability shall not apply to any service disconnect resulting from conditions specified in the contract's terms and conditions, including: financial hardship, discontinuance of funding available to KSD, lack of E-rate or CTF discounts, or in the event of upgrading services.

7. Failure to Perform

Upon placement of a contract and/or service order, proposers MUST confirm their installation timeline within thirty (30) days. If the timeline is found to be considerably longer than what was proposed in the proposal, KSD reserves the right to cancel the service order or contract without penalty due to nonperformance. KSD shall not be held responsible for any early termination penalties should the contract be terminated under these conditions.

If the contract is terminated due to non-performance, KSD may award the contract to the proposer that scores second in the evaluation process, or may repeat the proposal process for the service.

8. Required Technical Information

Proposers MUST respond to and acknowledge all required items. Incomplete proposals may, at KSD's sole discretion, be considered non-responsive and rejected. Throughout this section and the accompanying appendices, the capitalized words MUST and SHALL are used to indicate requirements that are mandatory and MUST be addressed for a response to be considered complete. The capitalized words MAY and SHOULD are used to indicate desires on KSD's part that are not requirements. However, Service Providers are expected to respond to each of these, either by meeting the desire or by providing an alternative approach to meeting the desire.

Broadband services SHALL consist of one of the following or equivalent: (1) Metro Ethernet service (MEF standards compliant) at CIRs of 100 or 1,000 Mb/s (or others as requested), (2) dedicated lit DWDM-based or direct-fiber-based point-to-point Gigabit (1,000 Mb/s), (3) dedicated lit DWDM based or direct-fiber-based 10 Gigabit (10,000 Mb/s), (4) dedicated lit DWDM based or direct-fiber-based 4 x10 Gigabit (40,000 Mb/s) or (5) dedicated lit DWDM based or direct-fiber-based 100 Gigabit (true 100GE not 10x10GE) (100,000Mb/s), or (6) a pair of single mode dark fibers (Optional), connecting each site to the specified location.

Proposers MAY propose lit DWDM-based connections, lit direct-fiber-based point-to-point connections OR shared connections such as Metro-Ethernet (MEF standards compliant) services, but MUST clearly identify whether the services proposed are shared/Metro-Ethernet services or DWDM/fiber-based point-to-point connections. Any proposer wishing to propose both DWDM/fiber based point-to-point connections and shared/Metro-Ethernet connections for a specific A and Z location will need to complete two separate Pricing Worksheets (Exhibit B). Shared/Metro-Ethernet services MUST NOT be oversubscribed and the appropriate service level agreement for the service MUST be provided, including acceptable loss/latency/jitter thresholds. Where Metro-Ethernet (MEF standards compliant) services are being proposed, such services MUST provide transparent support of customer VLAN tags from CE to CE (i.e. EPL, EP-LAN and E-Tree based services, but NOT EVPL, EV-LAN or EV-Tree based services).

Optional Dark Fiber Segments. Proposers may submit proposals for optional dark fiber segments. Proposers MAY propose a pair of single mode dark fibers in place of, or in addition to, the services listed above. Where dark fiber is proposed, proposers MUST clearly identify the fiber type and distance. Where either estimated or actual loss measurements are available, proposers SHOULD provide this information as well.

Service Documentation. For each distinct service proposal, Proposers MUST supply a copy of, or link to, any applicable documentation detailing Proposer's requirements for customer readiness, including requirements for space/power/HVAC for customer premise equipment, customer-provided conduit, and any similar "room ready" requirements. Every service provider MUST submit a service layout record, also known as a design layout record, within thirty (30) days of KSD's acceptance testing procedure, which MUST include fiber distances between end locations and major intermediate sites. For any dark fiber solution, a service provider MUST submit documentation of fiber test results, and fiber route information in a form mutually agreeable to KSD and the provider before KSD's acceptance testing procedure can begin.

Optional Services. Proposers are permitted to propose optional services not specifically requested by KSD as part of this RFP, however KSD shall be under no obligation to consider, nor adopt, any such services.

Upgrades. Following installation of any awarded service, and during the term of that service, including those ordered on multiple year terms, the Proposer agrees that KSD SHALL have the right to upgrade the existing service to a higher bandwidth service, and/or increase or decrease the number of sites, without incurring termination liability, as defined below, and without modifying the term of the initial contract. If, upon receipt of a formal written request to upgrade a service, the Proposer is unable, for whatever reason, to provide the upgrade, KSD reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the higher bandwidth service. In such instance, KSD will provide the existing Proposer with evidence of the change, and will not be subject to any early termination liability.

Additions. KSD would prefer a master service agreement that allows for the addition of services without modifying the terms of the initial contract.

Response time and Outages. Any contract resulting from this RFP MUST include a Service Level Agreement (SLA) documenting how outages are handled, including response times. Proposers should include the SLA with their proposal and it should include the following:

1. The Proposer SHALL respond to a trouble report within one (1) hour of the initial report. The response may include the start of Network Management Center diagnostic efforts, or on-site presence of Proposer technicians. Within two (2) hours of the initial trouble report, the Proposer shall communicate with the KSD with periodic reports consisting of status and estimated time to repair.

2. The KSD will assist the Proposer in joint testing and coordination to effectuate repairs at the earliest possible time. Outages of services shall fall into two categories. Planned outages represent service downtime for which the Proposer has given five (5) business days' notice of an anticipated outage to KSD.

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 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 eligible for free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein is 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 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://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 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

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

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

g. Goods and services quoted 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" for construction of the various Funding Requests. 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 3 days to questions associated with its proposal.

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). 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. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

e. The Service Provider attests that its offer does not violate the FCC's October 29, 2019 Report and Order, Notice of Proposed Rulemaking, and Order (FCC-CIRC1911-01) addressing issues of "National Security Threats to the Communications Supply Chain Through FCC Programs" which "prohibits the use of USF funds to purchase or obtain any equipment or services produced or provided by a company posing a national security threat to the integrity of communications networks or the communications supply chain."

f. 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.

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 products and services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

4) 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, certification and USAC approval 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.

5) 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 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 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.

6) 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 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.

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: _____

Required Forms

1. ***The Following Forms in Exhibit "A" Shall Be Submitted with Each Proposal:***

Acknowledgment of Addenda to RFP

Vendor Representation and Certification

Noncollusion Declaration

Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

Certification on Restrictions on Lobbying

ACKNOWLEDGEMENT OF ADDENDA TO RFP

PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL ADDENDA TO THE RFP.

If Proposer has no knowledge of any ADDENDA to the RFP having been issued to, or received by, Proposer, please check following box: ☐

ADDENDA:

Addenda No.	Date Published	Date Received

By:_____ Date: _____
Signature of Authorized Agent

_____

Name and Title of Authorized Agent

Name of Proposer
_____

EXHIBIT "A" Required Forms

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Proposer with the authority to submit a Proposal on behalf of the Proposer (corporate or other authorization confirmation may be requested prior to final contract execution).

- He/she has read the complete RFP documents and all amendments issued pursuant thereto.

- The Proposal complies with State conflict of interest laws. The Proposer certifies that no employee of its firm has discussed, or compared the Proposal with any other Proposer or District employee, and has not colluded with any other Proposer or District employee.

- If the Proposer's Proposal is accepted by the District, the Proposer will enter into a contract with the District to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the District and the Proposer.

- The District reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of _____[Specific Entity Submitting Proposal].

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Proposer understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Proposer Name: _____

Address:_____

Telephone: _____

FAX: _____

E-Mail: _____

By:_____ Signature of Authorized Agent Date:_____

_____

Name and Title of Authorized Agent

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

EXHIBIT "A" Required Forms

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the_____(title) of_____(Proposer), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer 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 Proposer.

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 on_____[date], at_____

_____[city],

_____[state].

_____

Signature

_____

Print Name

EXHIBIT "A" Required Forms

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The_____(Principal) of_____(Firm Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature	Proposer / Firm Name
Name and Title of Primary Participant/Authorized Official	Date

EXHIBIT "A" Required Forms

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of_____(name of offeror) that_____(Firm name) meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this_____day of_____, 2026

By_____

(Signature of authorized official)

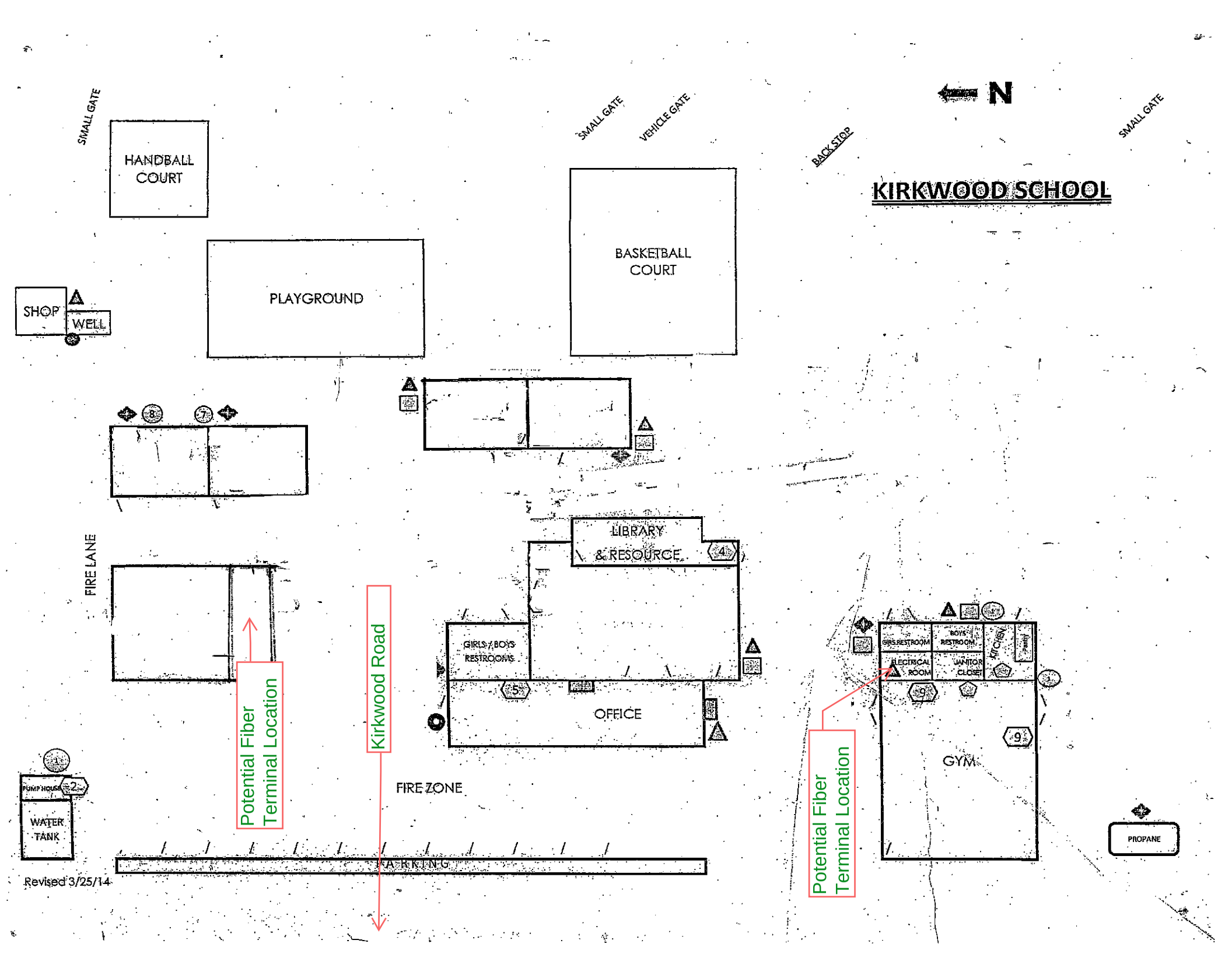
(Name and Title of authorized official)

Exhibit “B”

Please see attached excel Exhibit B Pricing Sheet

Exhibit “C”

Kirkwood Elementary Map


KIRKWOOD SCHOOL
N
SMALL GATE
HANDBALL COURT
SMALL GATE
VEHICLE GATE
BACK STOP
SMALL GATE
BASKETBALL COURT
PLAYGROUND
SHOP
WELL
FIRE LANE
LIBRARY & RESOURCE
GIRLS / BOYS RESTROOMS
OFFICE
GIRLS RESTROOM
BOYS RESTROOM
KITCHEN
Pantry
ELECTRICAL ROOM
JANITOR CLOSET
GYM
PUMP HOUSE
WATER TANK
PROPANE
FIRE ZONE
PARKING
Potential Fiber Terminal Location
Kirkwood Road
Potential Fiber Terminal Location
Revised 3/25/14