



**Los Alamitos Unified School District**

**Request for Proposal (RFP)**

**#2324-02**

**WIDE AREA NETWORK (WAN) SERVICES –**

**LIT FIBER WITH RESILIENT DESIGN**

**CATEGORY 1 E-RATE SOLUTION**

**Issue Date: Wednesday, January 10, 2024**

**Proposal Submittal Date/Time: Thursday, February 8, 2024 at 9:00 a.m.**

## LOS ALAMITOS UNIFIED SCHOOL DISTRICT

<p><b>Request for Proposals Number RFP #2324-02</b> <b>Wide Area Network (WAN) SERVICES – Lit Fiber with Resilient Design CATEGORY 1</b></p>
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### I. INTRODUCTION

#### A. NOTICE OF REQUEST FOR PROPOSALS (RFP):

Los Alamitos Unified School District Purchasing Department, hereafter referred to as the “District”, is seeking and will receive sealed proposals from interested and qualified Proposers, hereafter referred to as “Proposer(s)” to provide certain technology, telecommunication equipment, and related services including: Wide Area Network (WAN) Fiber Services, and other E-Rate approved solutions (collectively, “Technology Equipment”) up to, but not later than, the time stated below. Please refer to the Scope of Work for the category of services/solutions to propose upon.

Proposal Deadline: 9:00 a.m. on Thursday, February 8, 2024

Place of Proposal Receipt: Los Alamitos Unified School District, 10293 Bloomfield Street, Los Alamitos, CA 90720.

Proposals will be publicly opened and the proposal price will be read at 9:30 a.m. on Thursday, February 8, 2024, at 10293 Bloomfield Street, Los Alamitos, CA 90720 in the Board Conference Room, in Building D.

Any proposals received after the time specified above or after any extensions as specified in subsequent addenda shall be returned unopened.

The RFP forms and documents will be available electronically upon request to John Spiratos at [jspiratos@losal.org](mailto:jspiratos@losal.org), the District’s website at [www.losal.org/rfp](http://www.losal.org/rfp), or hard copies can be picked up at the District’s Purchasing Department located at 10293 Bloomfield Street, Los Alamitos, CA 90720 during normal business hours, which are Monday through Friday between 7:30 a.m. and 4:00 p.m. except for District holidays. Please reference Important Dates on the District website for school holidays at [www.losal.org/calendars](http://www.losal.org/calendars).

Project Identification Name: **WIDE AREA NETWORK (WAN) SERVICES – LIT FIBER WITH RESILIENT DESIGN CATEGORY 1**

The District adopted a resolution pursuant to Public Contract Code section 20118.2 which authorizes school districts to use a competitive proposal process to procure technology. Thus,

the District will assess this RFP pursuant to Public Contract Code 20118.2. Section 20118.2, along with the District's resolution, allows the District to select the most qualified Proposer(s) whose proposal(s) meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the Request for Proposals, whichever is in the best interest of the District. Pursuant to Section 20118.2, the District is not required to award the contract to the lowest priced Proposer(s) and instead shall use the criteria set forth in this RFP as part of the process to determine the proposer(s) that best meet the specific needs of the District. **The District further reserves the right to award specific items on an individual per line item basis to one or more of the Proposers, whichever is in the best interest of the District. All proposals shall be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process described in Public Contract Code section 20118.2.** The successful Proposer will be notified in the event of an award.

**PLEASE NOTE** that the Project is funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF) (the "E-Rate Program"). Therefore, all Proposers must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to Technology Equipment and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Proposers must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with their proposal. Proposers shall be solely liable for any failure to meet the requirements of the E-Rate Program, as updated throughout the Project, and shall not rely on any statement made herein or otherwise provided by the District regarding the specific requirements of the E-Rate Program.

As set forth below, the District is seeking certain telecommunication technology and WAN access which shall be funded in part by the E-Rate Program. The District reserves the right to reject any proposal that does not clearly establish its proposal for the designated Solution.

### **Miscellaneous Information**

Proposals shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place (the "Deadline"). Proposers are solely responsible for ensuring the District receives their proposals on or before the Deadline. The District is not responsible for any delays or mishandling in the delivery of mail or other shipment methods. Only the bottom line price will be read. However, as explained above, the District may select proposals based on the criteria set forth herein and is not bound to select the lowest prices provided through the proposals.

Proposer shall submit all information required in this RFP, including all Proposal Forms attached below.

Proposers and Subcontractors shall be licensed pursuant to California law for the trades necessary to perform/provide the solution called for in the contract documents.

Each proposal must strictly conform with and be responsive to the contract documents, which shall include this RFP.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. The District, at its sole and absolute discretion, shall determine if a discrepancy within a specific proposal constitutes an irregularity that can be waived pursuant to this Section by determining if the irregularity provides an unfair advantage and/or creates sufficient doubt in the proposer's ability to meet the requirements in this RFP to compel rejecting the proposal.

As set forth herein, all equipment or material identified herein includes the language "or equivalent" indicating that the District will accept and consider proposals proposing equipment or material and nothing herein shall be interpreted as limiting proposers to a specific type or manufacturer of specific equipment or material. To submit an equivalent solution for the District's consideration, Proposers must provide detailed specs, a comparison of the proposed equivalent solution with the solution set forth above, a summary of available web management and support for the equivalent solution, and any other supporting documents necessary to assist the District in determining the sufficiency of the equivalent solution. The District will not meet with any Proposer to discuss their proposed equivalent solution and shall rely solely on the information provided within the proposals to determine whether the proposed solution meets the District's needs. Thus, proposers may not reference outside information, require the District to contact a specific person, or request a meeting to explain the sufficiency of their solution. As noted in the RFP, the District shall determine if the equivalent solution meets the needs and requirements of the District as set forth in this RFP at the District's sole and absolute discretion. Thus, the District may reject any Proposal, without further explanation, if the District determines the equivalent solution does not meet the District's needs.

Each Proposer shall submit with their proposal, on the form furnished with the contract documents, a list of the designated subcontractors on this project, if any, as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq. If no subcontractors are involved, the Proposer must note this on the subcontractor form.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Proposer, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Proposer. Upon satisfactory completion of the contract, the securities shall be returned to the Proposer.

Each Proposer's proposal must be accompanied by one of the following forms of Proposer's security: (1) cash; (2) a cashier's check made payable to the Los Alamitos Unified School District; (3) a certified check made payable to the Los Alamitos Unified School District; or (4) a proposer's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Los Alamitos Unified School District in the form set forth below.

Such Proposer's security must be in an amount not less than ten percent (10%) of the maximum amount of the proposal as a guarantee that the Proposer will enter into the proposed contract, if the same is awarded to such Proposer. In the event of failure to enter into said contract, or provide the necessary documents, said security will be forfeited.

Where applicable, Proposers must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Proposers may contact the District for details regarding the District's DVBE participation goals and requirements.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and included with the proposal.

No telephone or facsimile machine will be available to Proposers on the District premises at any time.

It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. In no event shall the District be responsible for any costs incurred by any Proposer for the preparation or submission of any proposal. The following dates are subject to adjustment at the District's sole discretion:

Proposal Opening:	<u>Thursday, February 8, 2024 at 9:30 a.m.</u> Building D - Board Conference Room at 10293 Bloomfield Street, Los Alamitos, CA 90720
Board Approval of Project Contract	<u>Tuesday, March 12, 2024</u>
Start/Delivery of Solution	<u>To Be Determined by the District through a written Notice to Proceed, subject to the funding requirements set forth herein</u>

After awarding the contract(s), the District will issue a Notice to Proceed (NTP) or Purchase Order as an NTP which shall instruct the selected Proposer(s) to deliver the contracted equipment/hardware to the District by a certain deadline. The specific date of the NTP shall be determined at the sole discretion of the District but will likely be issued before July 1, 2024, possibly around April 1, 2024, per E-Rate Advance Installation guidelines for Category 1 Non-Recurring Services: ***"Program rules permit applicants to request Schools and Libraries (E-rate) Program discounts for non-recurring charges incurred up to six months prior to the July 1 start of the funding year (i.e., on or after January 1), provided that: 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 District's issuance of a NTP will be contingent on ensuring adequate District funding, as discussed below. If the District is unable to secure adequate funding, for any reason, it may terminate the contracts without cost or penalty assigned to the District. By submitting a response to this RFP, each Proposer shall confirm it will provide all equipment/hardware included in their proposal for the proposed prices at any time, even if the NTP is delayed. A NTP on or after April 1, 2024, will be required for the Proposer(s) who are awarded the RFP. The District hereby recognizes that the current economic climate may lead to unanticipated price increases due to inflation, supply chain issues, or other uncontrollable factors. However, by submitting a proposal in response to this RFP, all Proposers must guarantee that they will meet all requirements set forth in this RFP for the prices included in their Proposal and therefore, shall not assign additional costs to the District as the result of any economic condition.

## **B. GENERAL INFORMATION PROVIDED BY PROPOSER**

Each proposal should include the following items for each Solution. These items shall include and incorporate statements and evidence showing that the Proposer can and will comply with all requirements set forth throughout this RFP. These items will be used, at the District's discretion, to assess the proposals and Proposers during the Evaluation Process pursuant to Public Contract Code section 20118.2.

- 1) Cover Letter** - Include a cover letter with a brief description of the Proposer's structure and statement of interest.
- 2) Description of Proposer's Company** – Include a description of qualifications for your company providing the requested services/solutions. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The Proposer shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- 3) Proposers Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services/solutions, including their qualifications and recent related experience providing similar services/solutions. Proposers must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The Proposer should state the size of staff, the location from which these services/solutions would be performed, and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.

Each Proposer, as part of its Proposals submission, shall outline the structure of the management organization to be assigned to the District contract. All listed positions are to be identified on an organizational chart and submitted to the District, identifying the specific personnel who will be assigned to the District to provide any service pursuant to this RFP.

- 4) **Capacity and Methodology** – Describe how the Proposer will provide services/solutions and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines.
- 5) **Experience and References** – Description of past performances of similar service and related experience. The Proposer is required to submit a list of other school districts or county offices of education for which services/solutions have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the number of students, date services/solutions were performed, client name, client contact name and phone number.
- 6) **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- 7) **Fiscal Stability** – Provide documentation showing Proposer's financial status which may include the most recent audited financial statement.
- 8) List All Active License Number(s).
- 9) Submit completed and signed Proposal Forms attached to this RFP.
- 10) **Insurance** – Provide any and all applicable certificates showing the type and amount of insurance the Proposer holds and will maintain throughout the course of the Project. Proposer shall also provide: 1) the name of insurance carrier, 2) number of years with carrier, 3) claims made on the policy of insurance, 4) a detailed explanation of the nature and type of claim, 5) whether the claim has been resolved and 6) the terms of the resolution.
- 11) **Additional Information** – Proposers are encouraged to provide additional information or description of resources they feel are pertinent to the RFP and as necessary to meet the requirements of this RFP. Any such information will be assessed by the District to help determine the proposer that best meets the District's needs, as set forth herein.
- 12)

- 13) Pricing** – Proposers must provide the costs and prices for each Solution separately on the spreadsheet form attached hereto as **RFP Form G**, and a total cost for all Solutions as set forth in Proposal Form A for each solution below. All prices and the total proposal price shall include any and all charges to the District to receive complete delivery of the solutions described. Proposer shall be responsible for any other cost required to complete its services. The pricing provided in the RFP response shall be valid upon submission of a proposal and shall remain valid when the District issues the NTP. Thus, by submitting a proposal, all proposers commit to providing the prices set forth in their proposals without exceptions for inflation, supply chain issues, or any other unanticipated costs which shall be the sole responsibility of the proposers.

### **C. TERM OF CONTRACT**

Specific services/solutions to be provided under this Request for Proposals (RFP) are outlined under Section III-Scope of Work. The District's contract with the selected Proposer(s) shall indicate the selected Proposer(s) shall meet all obligations and requirements necessary to provide the Solutions as set in Article III for the timeframe discussed herein and shall be responsible for the delivery and condition of the Solution until it is delivered to, received by, and approved by the District. The timeframe of delivery for the Solutions shall be determined by the District's NTP, to be released at the District's discretion as discussed herein. The selected Proposer(s) obligations with respect to insurance coverage, indemnity requirements, and any warranties shall remain after delivery and acceptance of the Solutions. **Contract period:** An agreement will be awarded for a five (5) year term of service to begin July 1, 2024, OR upon approval and acceptance of active service.

All Proposers must consider the timeframe between the submission of the proposal and the projected Project start date of July 1, 2024, when submitting a proposal for the Project. All Proposers shall be required to honor their proposals from the date of submission up through the NTP and throughout the Project, and will not be entitled to any additional payment based on the length of the time frame from the award of the contract to the NTP, including, but not limited to any increase in costs for materials or equipment needed for the Project. Further, the bid bond provided by the Proposer must remain in full force and effect regardless of the timeframe between submission of the proposal and the District's issuance of a Notice of Proceed for the Project.

Selected Proposers must be able to participate in the FCC E-Rate Program and are solely responsible for ensuring compliance with all rules and regulations of this program. The District, at its sole discretion, may assist the Selected Proposers to ensure compliance with the FCC E-Rate Program but any such assistance shall not reduce or eliminate the Selected Proposer's independent responsibility to ensure compliance.

Proposers are advised, that E-Rate funding may be a condition precedent to the effectiveness of any agreement formed pursuant to this RFP. If for some reason USAC – SLD does not approve funds for



E-Rate Funding Year 2024, the District, at its sole discretion, may deem all proposals and agreements null and void, and the District may reject all proposals at no cost or penalty to the District unless agreed upon by both parties in a written addendum. Further, if the District is unable to obtain additional funding to supplement the E-Rate funding, it may similarly declare the agreements null and void without any penalty or additional cost to the District. The District may also decide, at its sole discretion, to continue with all or a portion of the services set forth herein in the event E-rate funding is not available, in which case the District shall issue payment through alternative funds and shall amend the Project contract as required. Proposers shall be solely responsible for all costs associated with submitting a proposal pursuant to this RFP, including any costs incurred in preparing the response and preparing to meet the requirements of the RFP.

#### **Additional Information:**

The RFP forms and documents will be available electronically upon request to John Spiratos at [jspiratos@losal.org](mailto:jspiratos@losal.org), the District's website at [www.losal.org/rfp](http://www.losal.org/rfp), or hard copies can be picked up at the District's Purchasing Department, located at 10293 Bloomfield Street, Los Alamitos, CA 90720, Monday - Friday between 7:30 a.m. - 4 p.m. except for District holidays. Please reference Important Dates on the District website for school holidays at [www.losal.org/calendars](http://www.losal.org/calendars).

#### **D. MINIMUM PROPOSER REQUIREMENTS**

Because the services/solutions specified in the RFP are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, California state requirements, and District requirements. All Proposers submitting proposals must be knowledgeable of all requirements to obtain and maintain E-Rate funding eligibility. These requirements include but are not limited to, the requirements set forth below. Proposers must be prepared to utilize any E-rate billing method as chosen by the District, at its sole discretion. The District generally prefers the SPI (Service Provider Invoice) method of billing where the District pays only the non-E-rate eligible charges. However, should the District, at any time, decide that it is in the best interest of the District to file a BEAR Form 472, the District will inform the selected proposers(s) of its intention and the selected proposer(s) shall adjust their billing accordingly at no cost to the District. Thus, proposers must indicate that they can and will comply with any billing method required or chosen by the District at the District's sole discretion within their proposal.

**The District strongly prefers that the Proposer agree to bill and receive a portion of the payment for the provisions of goods and services/solutions described herein directly from USAC via the Form 474 Service Provider Invoice (SPI) process, billing the District only for its discounted share of costs. Proposers are to indicate if they are, or are not, willing and able to use the SPI process.**

Proposer's proposals must include documentation establishing that it meets all of these requirements as well as the conditions set forth in this RFP.

Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, may be presumed to be unable to meet this requirement. The District reserves the right, at its sole discretion, to determine if any work or service provided by the Proposer constitutes unsatisfactory performance through its evaluation process as set forth herein.

Have the ability to maintain adequate files and records, meet any and all statistical reporting requirements, and provide any information necessary to meet all applicable FCC requirements, including any possible audits throughout the course of the Technology Solution.

Have the administrative and fiscal capability to provide and manage the proposed services/solutions and to ensure an adequate audit trail.

Have at least five (5) years of experience providing this type of solution.

In addition to the past experience reference requirements set forth in Section B(5) above, provide references of a minimum of three (3) other customers which should be School Districts, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide the same or similar services/solutions as outlined in this RFP. All references must have names, titles, and phone numbers. All reference accounts must be installed and operable for at least 12 months.

Meet other presentation and participation requirements listed in this RFP. Proposer must confirm that it has the ability to provide any and all materials and services/solutions required by this RFP and necessary to complete the proposals.

The proposals must NOT require the purchase or acquisition of additional hardware, software or services/solutions outside the scope of the proposals or by any third-party provider. The Proposer must confirm that it meets this requirement in its proposal and the winning Proposer(s) will be required to enter into a contract confirming no third-party equipment is required for the complete delivery and installation of the equipment provided by the Proposer.

The pre-discount cost and description of all services/solutions and related components, where available, should be clearly identified in the response in addition to the total pre-discount service cost. A complete description of the services/solutions, as required by the SLD, must be attached to, or submitted with, these costs including tax and freight as applicable.

The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services. A SPIN is a unique nine-digit number assigned to your company by USAC. You may want more than one SPIN to participate in the Schools and Libraries Program.

Proposer must include a signed contract with the terms of their proposals delineated in the body of the document. Include multiple agreements, if needed to accommodate pricing options for an initial term. The District, at its sole discretion, shall determine the form and content of the contract which shall incorporate the terms of this RFP and the Proposer's proposal into the contract. In no event shall a Proposer require the District to execute a form or standard agreement provided by the Proposer.

The Proposer is required to acknowledge all terms of the RFP. If Proposer is unable to comply with any specific item in this RFP, a list of detailed exceptions must be provided with the submission of the proposal. The District, at its sole discretion, shall determine if the Proposer still meets the needs and requirements of this RFP and the District with any such exception. If exceptions are not indicated, then submission of the proposals shall certify that the Proposer is able to, and will, fully comply with the requirements of the RFP. The Proposer must include any addenda at the time of submission of the proposals. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the proposals.

The successful Proposer shall provide all equipment, materials, and/or services enumerated. All deliveries are to be made to our Warehouse with the Attention of "John Spiratos" at 10652 Reagan Street, Los Alamitos CA 90720. Deliveries are to be made Monday – Friday from 7 a.m. – 2 p.m. PST except for District holidays. Please reference Important Dates on the District website for school holidays at [www.losal.org/calendars](http://www.losal.org/calendars).

Any equipment or services required to provide a complete and operational system will be provided by the Proposer, regardless if the equipment or service has been specifically itemized in the proposal response.

The Proposer must list and indicate the use of any proposed sub-contractors and the scope of work for which they will be responsible. All sub-contractors identified by the Proposer must certify that they are able and authorized to provide all services necessary to comply with all applicable E-rate regulations, including reporting requirements. The District must approve all sub-contractors in writing prior to the commencement of work. The Proposers shall be solely responsible for ensuring all sub-contractors comply with the E-Rate Requirements, as defined below, throughout the Project.

Proposers must be familiar with, and demonstrate the ability to comply with, all regulations and requirements for the SLD E-Rate program. Proposer shall be solely responsible for ensuring its work on the Project complies with all applicable state and federal regulations applicable to the E-Rate program (collectively, the "E-Rate Requirements") and shall indemnify, defend, and hold harmless the District for any claim or cost arising from Proposer's failure to comply with any and all applicable E-rate regulations or rules. Proposers must be familiar with all applicable Federal E-rate policies and are required to abide by the requirements for Proposers under the E-rate program as set forth by the E-rate program administrators. These requirements include but are not limited to: abiding by Lowest Corresponding Price rules, filing of all forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing

purposes, and the submission of any information participating eligible entities must submit as part of their filing requirements. Proposers shall be solely responsible for determining the current E-Rate Requirements applicable to the Project and ensuring compliance with any and all applicable E-Rate Requirements. In the event the District receives any question or inquiry regarding Proposer's compliance with any E-Rate Requirement, including any audit inquiries from any related government agency, the Proposer shall work with the District in good faith to respond to the inquiry and shall be responsible to take any action necessary to satisfactory address the question.

Proposer shall possess, at the time the contract is awarded, any and all licenses required to perform the work discussed herein. The successful Proposer must maintain the licenses throughout the duration of the Project.

The District shall not be held responsible for ensuring the Proposer receives E-Rate funding and will not issue any additional payment if the Proposer fails to receive E-Rate funding. Proposer shall be responsible for completing the Project in accordance with the Project documents regardless of any delay or failure of the Proposer to receive E-Rate funding, unless caused by the negligence of the District.

#### **E. PROPOSAL SUBMISSION**

To Submit a response to this request please deliver one (1) original clearly marked "Original", (1) hard copy clearly marked "Copy" and one (1) electronic copy on USB Storage Device. Sealed responses to this RFP must be submitted and delivered via USPS or other delivery service to Los Alamitos USD **no later than 9:00 a.m. on Thursday, February 8, 2024** at the address below (the "Proposal Deadline"). The District will only accept and consider proposals received by the Proposal Deadline. Proposers are solely responsible for ensuring the proposal arrives before the Proposal Deadline. The District is not responsible for any issues related to the delivery of proposals through mail or other delivery service. All Proposers must take whatever steps are necessary to ensure delivery and receipt of their proposal by the proposal Deadline. No special considerations shall be granted for proposals that were timely mailed but not received by the Proposal Deadline. The District shall not be responsible for any costs incurred in the creation or submission of any proposal.

For the purposes of this proposal, the time specified will be as defined by the official time clock located at the address listed below. **Late proposals will not be accepted.**

**Los Alamitos Unified School District  
Attn: John Spiratos  
RFP #2324-02 (E-Rate 2024)  
10293 Bloomfield St.  
Los Alamitos, CA 90720**

The outside of the sealed envelope must be clearly marked with the Proposer's name and SPIN. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. The District reserves the right to reject late proposals.

Only written proposals will be considered. Proposers must respond to the District's RFP and complete the forms provided herein. Proposers may not modify the RFP forms provided herein when providing a response. The completed proposal shall be without erasures or alterations. The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with the award of the contract.

All proposals shall be firm offers subject to acceptance by Los Alamitos Unified School District and may not be withdrawn for a period of 180 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to Los Alamitos Unified School District, except as permitted by Los Alamitos Unified School District. All prices and offers presented in the proposal must be honored throughout the proposal process and throughout the course of the Project contract.

Los Alamitos Unified School District reserves the right to reject any or all proposals. The District will identify the most advantageous Proposer, based on the requirements set forth in this RFP and the District's needs, to be determined at the sole discretion of the District, including but not limited to the quality of the proposals, the Proposer's reputation, prior experience, compatibility, and the price. The District will award the contracts where in the judgment of the District, such award is in the best interest of the District pursuant to the Public Contract Code section 20118.2.

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent, or ambiguous, the District may reject such proposal as not being responsive to the Request for Proposal.

The failure or omission of any Proposer to receive or examine any contract documents, form, instrument, addendum, or other document shall not relieve any Proposer from obligations with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

#### **F. QUESTIONS, POSSIBLE ADDENDA, AND WITHDRAWAL OF PROPOSALS:**

Once this RFP has been issued, the individual identified below is the sole contact point for any inquiries or information relating to this RFP and will coordinate answers with the District Project

Management Contact, if needed. Failure to adhere to this policy may result in the disqualification of the Proposer. All questions regarding this RFP can be presented in writing to:

**Point of Contact:**

John Spiratos, Director of Information Technology  
Los Alamitos Unified School District  
10293 Bloomfield Street  
Los Alamitos, CA 90720  
[jspiratos@losal.org](mailto:jspiratos@losal.org)

All Proposers interested in making a proposal are directed **not** to make personal contact with members of the District's Governing Board or visit any school site or any District personnel beyond the individuals listed herein. Any contact will constitute grounds for disqualification of consideration.

Questions related to this RFP process or the RFP documents must be submitted in writing, via E-mail attention [jspiratos@losal.org](mailto:jspiratos@losal.org), **no later than** 10:00 a.m. on Wednesday, January 24, 2024. The District shall not be required to answer any questions after the specified deadline, or any questions submitted in a manner other than instructed herein. The District shall not be bound by any oral statement made by any District employee, including the Point of Contact. All questions regarding this RFP must be submitted in writing in accordance with this Section.

The District will respond in writing to all questions and will post the answers on our webpage at: [www.losal.org/rfp](http://www.losal.org/rfp), or hard copies can be picked up at the District's Purchasing Department located at 10293 Bloomfield Street, Los Alamitos, CA 90720 during normal business hours as indicated herein. Thus, Proposers should not expect, and cannot demand, to receive emails directly responding to their questions. Instead, proposers must review the District's website, or seek hard copies of the responses as set forth above.

Answers will be provided as a numbered addendum. Ex: RFP #2324-02-ADD#1

If it becomes necessary for the District to revise any part of this RFP, or provide clarification or additional information after the documents are released, an addendum will be posted on the District's website at [www.losal.org/rfp](http://www.losal.org/rfp).

All addenda issued shall become part of the RFP. It shall be the responsibility of the potential contractors to review the District's website for any addenda. The District shall not be responsible for notifying any party of any addenda. All addenda and changes shall be made in writing by the District. No oral statements by any District employee shall constitute a change or addendum to this RFP, the Project documents, or any project requirement. The RFP shall also include all Forms attached hereto, and the Proposer is required to provide all information requested by the Forms.

**Withdrawal of Proposal:** Any Proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

## **G. GENERAL CONDITIONS**

- 1) Non-Collusion Declaration** – The Proposer shall complete the Non-Collusion Declaration and submit the original copy with its proposal.
- 2) Addenda** – Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of the RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page, or to include all addenda with the RFP documents, may be sufficient cause for rejecting the submitted proposals.
- 3) Award or Rejection of Response to Request for Proposals** – The contract(s) will be awarded at the District's sole discretion. District reserves the right to reject any or all Responses to Request for Proposals (RFP) and/or waive any RFP informality. The District also reserves the right to reject all proposals. The District reserves the right to award a contract for any portion of services/categories as it sees fit. Thus, Proposers may submit separate proposals for one or more of the services described below. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to Section 20118.2 of the Public Contract Code, the District reserves the right to award a Contract to the qualified Proposers whose proposals meet the evaluation standards and will be most advantageous to the District with price and all other factors considered or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award parts of the services or materials sought by the RFP, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. By submitting a proposal, the Proposer certifies that it is willing and able to provide any and all services described herein, even if only a portion of the services and materials are required by the District. The successful Responder(s) will be notified in the event of an award.
- 4) Conflict of Interest** – By its signature hereunder, Proposer(s) certifies that no District employee whose position in the District's service enables him/her to influence any award of your offer or any competing offer, and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this Request for Proposals. If such conflict exists, the Proposer will notify the District in writing prior to, or with the submission of, its proposals.
- 5) If Proposer Protests** – Any Proposer 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 **Director of Information Technology** not more than three (3) calendar days following the date on which the District identifies the selected Proposer(s);
- 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 matters not set forth in the 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 Director 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 Proposer submitting the protest concurring with or denying the protest. The District, at its discretion, may also send the protest to the Proposer receiving the protest for its input and comment. The District's written decision shall be final and not subject to reconsideration or appeal. No Proposer 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 Proposer. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive, and compliant with all applicable regulations. Further, the District notes that any protest and the resulting correspondence will be public records pursuant to the Public Records Act ("PRA"). Further, by submitting a proposal, all proposers recognize that all documents submitted with their proposal may be subject to public disclosure pursuant to the PRA. The District will assess the PRA on an individual basis depending on the documents sought and the applicable requirements of the PRA.

- 6) **Indemnification** – The Proposer shall be solely responsible for ensuring all information submitted to the District or any federal agency, including but not limited, to all statements regarding the amount of work completed and quantities of equipment delivered on the Project, is accurate and shall indemnify and hold the District harmless from any claim, damage, or loss arising from the information provided by the Proposer, including any action, claim or audit initiated by the Universal Service Administrative Company or the Federal Communications Commission. This indemnification requirement will be incorporated into any agreement entered by the District pursuant to this RFP and shall be in addition to any indemnification requirement set forth in the District's proposed contracts.



Further, the District shall indemnify the Proposers from any harm caused by the District but will not consider any alternative indemnification requirement proposed by any Proposer, including, but not limited to, any “comparative fault” indemnification or any indemnification language that requires the District to receive a court ruling before seeking indemnification from the Proposers.

- 7) Insurance** – Prior to commencing the work, Proposer will be required, at their sole cost and expense, and during all periods as required by the Contract, shall maintain in effect, the following policies of insurance and any other insurance necessary to insure the equipment/hardware during delivery to the District:

- a) General Liability Insurance** – A policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and must include a separate endorsement naming the District, the Governing Board of District and each member thereof, and the District’s other officers, agents, employees and volunteers, individually and collectively, as additional insureds.
- b) Vehicle Liability Insurance** – A policy of business vehicle liability insurance, written on an “occurrence” basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. The Vehicle Liability policy shall include coverage for owned, hired, and non-owned automobiles.
- c) Workers’ Compensation Insurance** – Workers’ compensation insurance as required by State Law and employers liability insurance with coverage in an amount not less than \$1,000,000.

Proposer shall maintain the insurance policies required pursuant to the Contract in effect at least until the date is one-year following final payment to Proposer pursuant to the Contract. The insurance policies required pursuant to the Contract shall be issued by one or more insurers licensed to do business in the state and has an A.M. Best Company rating of not less than “A-” and a financial size category of “IX”.

**The District must be named as an additional insured party on these policies and shall be notified in writing by the insurance carrier of any change in or cancellation of coverage.** The endorsement certifications must be completed and returned with the RFP Documents by the awarded Proposer.

- 8) Anti-Discrimination** – It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with

applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work by such Proposer.

- 9) Wage Rates, Travel, and Subsistence** – As applicable, the selected Proposer(s) shall be solely responsible for ensuring compliance with any and all wage requirements and regulations applicable to the RFP. The District is not responsible for determining the wage requirements applicable to any person hired by the Proposers and provides the information set forth herein as a courtesy for informational purposes only. 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 upon request and are also available from the Director of the Department of Industrial Relations. The Proposer shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project where 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.

Holiday and overtime work, when permitted by law, shall be paid for 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 (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

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 Proposer's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractor under such Proposer, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

**10) Warranty** – The Proposer shall warrant to the District that all equipment/hardware provided will be free from defects not inherent in the quality required or permitted, and that the equipment/hardware provided to the District will conform with the requirements of the Contract Documents which will include this RFP. Equipment/hardware not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this RFP shall include a warranty setting forth the specific requirements. However, all Proposers shall confirm that they can and will warrant all equipment/hardware provided to the District with the following representations:

In addition to any other warranties provided elsewhere, Proposer shall, and hereby does, warrant all equipment/hardware after the date of delivery to the District, and shall repair or replace any or all such equipment/hardware, together with any other work which may be displaced in so doing that may prove defective within a five (5) year period from the date of delivery without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect are exceptions. District will give notice of observed defects with reasonable promptness. Proposer shall notify District upon completion of repairs.

In the event of failure of Proposer to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Proposer, who hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective equipment/hardware requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the Proposer notice. If the Proposer cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such corrections, which shall be charged against Proposer. Such action by the District will not relieve the Proposer of the guarantee provided in this Article or elsewhere in the Contract or this RFP.

This Article does not in any way limit the guarantee on any items for which a longer warranty is specified, or on any items for which a manufacturer gives a guarantee for a longer period. Proposer shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

## **II. PROPOSALS CONDITIONS**

### **A. Contingencies**

This Request for Proposals (RFP) does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Proposers in writing if the District rejects all proposals. The District also reserves the right to terminate this RFP

process at any time and terminate any executed contract if funds are not available as set forth above.

The District reserves the right to limit the scope of work, including scaling back the scope, removing sites and associated services/equipment, and approving service substitutions, and will not incur termination liability as a result.

The District will use reasonable efforts to obtain funding through the Federal E-Rate program and the State of California but will not authorize any services, work, or delivery related to the contract until sufficient funds have been committed from these sources. Proposer's services, and the District's obligations, shall not begin until after the District issues a written Notice to Proceed. In no event shall this RFP, or the District's execution of any contract, serve as a guarantee or warranty from the District that E-rate funding will be received for the Project.

If the E-Rate funding request is denied by USAC/SLD, or insufficient funding is obtained by the District through any other source, the Contract, with respect to such services, shall terminate immediately unless the District provides written notice to the Proposer instructing it to continue with specific portions of the Contract. This termination option shall apply if the District determines, at its sole discretion, that it has not obtained, or cannot obtain, enough funding for the Contract, including insufficient District funds. In the event of such a termination, the District shall not be liable for any costs, expenses, or losses incurred by the proposal related to this RFP or the Contract.

## **B. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid, and subject to acceptance after the opening of the proposals and up to the end of the agreement period. District reserves the right to reject any or all proposals.

## **C. Best Value Evaluation Process**

Pursuant to Public Contract Code section 20118.2, the District will review all proposals based on the factors described herein and the District's needs to select the proposal(s), which, at the District's sole discretion, offer the District the most advantageous options (the "Evaluation Process"). Cost is an important factor in the evaluation process, but District is not obligated to accept the lowest-cost proposal. The District will consider the following criteria in the Evaluation Process (the "Evaluation Criteria"):

- 1) The pricing provided by the Proposer for all work, and the individual prices and costs as stated in **Proposal Forms A and G.****

- 2) The Solution must be consistent or compatible with existing systems, have integration with current systems, and allow ease of management; demonstrates the ability to meet the needs of the District.
- 3) Satisfactory references from school districts.
- 4) Demonstrate ability to comply with all E-Rate Requirements and assist the District to ensure E-Rate funding is maintained throughout the Project.
- 5) Willing to submit SPI and be flexible with billing options as it complies with E-rate.
- 6) Experience working on projects that received funding from the federal government or any relevant experience working with the federal government.
- 7) Demonstrate evidence that the Proposer has the financial capability to prosecute the work required for the successful completion of the Project.
- 8) Evidence that the Proposer's team has the experience and ability to provide the necessary services to complete the Project.
- 9) Discussion of how the Proposer will identify procedures, processes, and service transition plan(s) with the Director of Information Technology and any consultants necessary to ensure successful completion of the Project.
- 10) Any and all of the requirements set forth herein.

**The District will score all responses submitted within the guidelines noted above, using the rubric/matrix scoring system. The District, at its sole discretion, shall assess each proposal based on these criteria and identify the proposal(s) that best meet the needs of the District based on the Evaluation Criteria. The specific process for reviewing and analyzing the Proposals pursuant to this process will be conducted at the District's sole discretion. Los Alamitos Unified School District reserves the right to amend the RFP selection process. No Proposer shall be entitled to review the District's internal RFP selection process during the District's review process and the District will refrain from responding to any Public Records Act requesting access to the documents related to this RFP and/or the District's selection process until after the District enters into binding agreements pursuant to this RFP.**

- A. Cost/Pricing (35 points maximum)** - The District will consider and rate the explanation and detail of eligible service rates and fees.
- B. Previous District Experience (15 points maximum)** - The District will consider and rate the previous experience and customer service of the proposer.
- C. Methodology and Transition Plan (20 points maximum)** - The District will consider and rate the Proposer's cutover plan and implementation plan for July 1, 2024.

- D. E-Rate Experience (15 points maximum)** – The District will consider the level of experience with E-Rate services, E-Rate billing, procedures, and reputation
- E. Completeness of Response (15 points maximum)** - The District will consider and rate the completeness of the Proposer’s submission.

### **III. SCOPE OF WORK**

Proposer shall provide the following Solutions. The District reserves the right to reject all proposals. The District reserves the right to award a contract for any portion of Solutions as it sees fit. Proposers must confirm the ability to provide the following Solutions with the following specifications and requirements and provide a description of how they will meet these requirements. The final proposal price must include any and all applicable charges to the District, including taxes and surcharges. Please provide a proposal for the Solution below:

#### **Solution A - Wide Area Network (WAN) Services – Lit Fiber with Resilient Design**

The District is requesting qualified Proposers to respond to the RFP for a turnkey installation and fully managed solution for WAN Services, specifically a lit fiber-connected network to all schools and administrative offices. WAN shall be in the form of a lit fiber network connecting schools and offices to the District Office Data Center configured in a resilient / path-protected topology.

The services and equipment provided shall be pursuant to the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) E-Rate Program (“E-Rate”) to provide broadband access. All costs associated with any on-site premise equipment, provided as an integral part of the service, shall be the sole responsibility of the Proposer. The successful Proposer will include in their proposal price, at a minimum, the following WAN Services from our District Office to all our sites.

#### **SERVICE TYPE:**

A lit fiber-based broadband service where the service provider owns and manages the network, and the District pays a recurring fee to have data transported over the network. The District requires a resilient “active/passive” path-protected design that maximizes system availability. For clarity, “active/passive” refers to a single primary protected network whereby “active” capacity flows in one direction and “passive” capacity is immediately available to maintain network availability (stay in service) if an outage event such as a fiber cut occurs in the path.

#### **TERMINATION POINTS:**

- See WAN Service Address List below
- See **Exhibit 1** - Campus WAN City Google Map
- Site MDF/DEMARC is already determined for each site. The District IT Director can provide additional details if needed.

- All sites MDF/MARC contain 4-inch telecom conduits and telecom vaults from site to street pole service access: **See Exhibit 2**
- All sites MDF/DMARC contain rack space (4 RU, ladder racks, plywood wall, and UPS to support any Proposer hardware

#### **SCALABLE SPEEDS AND TERM:**

- Pricing shall be provided for all scalable speeds and terms requested. Form G - Pricing Worksheet must be completed, signed, and submitted with all Proposal Documents.
- The District is requesting pricing for two options: 10G between all sites and the District Office and scalable up to 20G speeds between all sites and the District Office.
- Option to upgrade from 10GB to 20GB at any point during the term of the five-year agreement will be accepted at the costs quoted herein.

#### **WAN CONSTRUCTION:**

- The Proposer (service provider) is responsible for obtaining all necessary right of way, easements, and permits necessary for this project.
- There shall be no up-front costs to the District. All costs shall be amortized and applied equally on a monthly basis over the term of the contract once service to each site is fully operational.
- The District strongly prefers that the Proposer/Subcontractor for all outside fiber to provide resistance to environmental or rodent attack.
- Any construction on the District's property shall be the responsibility of the Proposer/Subcontractor and meet all current District facilities/building specifications.

#### **SERVICE LEVEL AGREEMENT (SLA):**

- Proposer shall guarantee via a Service Level Agreement (SLA) that all service provided will be available ninety-nine point five (99.99%) percent or better per year, three-hundred-sixty-five (365) days per year, twenty-four (24) hours per day. Proposer shall credit Los Alamitos USD for any performance or disruption, which does not meet SLA on a monthly basis
- Proposer will guarantee a 4-hour response time on all network outages or issues or low performance situations
- Proposer's hardware at DMARC will have redundant power supplies to ensure hardware operations and reliability
- Service disruption shall be logged by Proposer starting with when Los Alamitos USD or Proposer notifies each other of any disruption in writing the service has been repaired to 100% functionality. Email is an acceptable method of communications

- The Proposer must be able to provide, at no additional charge, immediate notification to Los Alamitos USD's network department representative of any and all telecommunication and/or Internet service outages or anomalies that affect the use of the facilities, circuits, or network within Los Alamitos USD
- The Proposer shall provide Los Alamitos USD with the process for Los Alamitos USD to report any problems with the facilities, circuits, and network or telecommunication services twenty-four (24) hours per day

## **SERVICE REQUIREMENTS**

- Ability to provide utilization reports.
- Service is reliable and guaranteed to run QoS for voice, data, multicast, video, school district applications, etc.
- Ability to upgrade bandwidth and services as allowed under E-rate and contract requirements.
- Media connectivity & handoff will be Fiber Optic 10GB interfaces or two (2) 10GB interfaces channeled together for a 20GB speed option – Using MultiMode Fiber Patch Cable with LC-LC connection.
- Service to be installed and terminated at the District Data Center and District Sites
- All connections must provide assurances of bandwidth connections/speeds.
- No oversubscription of WAN into the District Office or any Proposer hardware.
- Proposer's hardware at DMARC will have redundant power supplies to ensure hardware operations and reliability.
- The District requires a formal document advising the repair escalation process. The District expects a dedicated repair number, a "ticket" number, and a repair status every two hours, including a callback when the repair item is resolved. If the repair issue is not resolved within 8 business hours, the District expects prorated service credit.
- The District requires a dedicated Account Representative available to interface directly with District Staff, and if different, a 24-hour emergency contact name with a valid, working telephone number that will have access to all required Departments to resolve issues. Any charge associated with this requirement must be incorporated into the Proposals and the District shall not be required to issue any additional payment for emergency monitoring services.
- Proposer must provide promotional pricing LCP (Lowest Cost Pricing) whenever it is beneficial to the District provided that pricing does not violate E-Rate regulations. Promotional pricing should supersede Contract rates when beneficial to the District.
- Proposer shall have no record of unsatisfactory performance with the Federal Communications Commission, the California Public Utilities Commission or other regulatory agencies, including prior District Contracts. Proposers who are or have been seriously deficient in current or recent Contract



performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed unable to meet this requirement. The District shall determine, at its sole discretion, what constitutes unsatisfactory performance.

- Proposer must demonstrate the ability to add additional and/or new services related to the products and services required for the Project as they become available for the completion of the Project.
- California Teleconnect Fund (CTF) discounts will commence with the in-service date. The Proposer is responsible for applying the discounts on a monthly basis. The District will respond to Proposer requests to identify the eligible service location to apply cumulative discounts after receipt of the FCDL and filing Form 486.
- WAN services are critical for every school in the District, and it is essential that those services are not disrupted. Therefore, every Proposer submitting a proposal must include a detailed project plan identifying how they will install, test, and confirm the circuits are 100% operational and when services can start for all sites.

#### **WORKING HOURS:**

Normal working hours are 7 a.m. to 5 p.m. (there are also evening and weekend events around all our schools). Any work that disrupts service to students or staff shall be completed after hours, preferably from Midnight to 5am. All routine maintenance will be shared with the District IT Director one (1) week prior to any maintenance windows. Access to District/Site MDF/DMARC will need to be coordinated with the Director of IT. Successful Proposer will be responsible for all City/County permits and coordination of any City/County construction. Proposer shall budget any after-hours work as part of the scope. No additional funding allowance shall be made for after-hours work. Specifically, Proposers shall not be entitled to additional payment for “overtime wages” or any costs associated with work completed after-hours or any delay caused by Proposer's failure to coordinate with the District’s Director of IT or failure to demonstrate compliance with any required permit.

#### **PROJECT DELIVERABLES (AFTER INSTALLATION):**

- PDF Documentation
- All IP addresses, mask, gateway addresses, etc.
- Schematic diagram of all pathways and a full Goggle Earth KMZ style showing pathway diversity and WAN resiliency.
- Logical design in Visio and PDF format of WAN Services including HUBs and CO connectivity from District Office to School Sites
- All permits in PDF form

- Final rack elevations in PDF format
- Testing method and report PDF format
- Final Project implementation documentation in PDF format

**WAN SERVICE ADDRESSES:**

<b>SITE NAME</b>	<b>ADDRESS</b>	<b>CITY</b>
District Office / Data Center	10293 Bloomfield Street	Los Alamitos
Hopkinson Elementary School	12582 Kensington Road	Los Alamitos
Lee Elementary School	11481 Foster Road	Los Alamitos
Los Alamitos Elementary School	10862 Bloomfield Street	Los Alamitos
McGaugh Elementary School	1698 Bolsa Avenue	Seal Beach
Rossmoor Elementary School	3272 Shakespeare Drive	Los Alamitos
Weaver Elementary School	11872 Wembley Road	Los Alamitos
McAuliffe Middle School	4112 Cerritos Avenue	Los Alamitos
Oak Middle School	10821 Oak Street	Los Alamitos
Los Alamitos High School	3591 Cerritos Avenue	Los Alamitos
Auxiliary Office	10652 Reagan Street	Los Alamitos

**WAN SERVICE CONNECTIVITY PROPOSAL:**

<b>District</b>	<b>Site</b>
District Office / Data Center	Hopkinson Elementary School
District Office / Data Center	Lee Elementary School
District Office / Data Center	Los Alamitos Elementary School
District Office / Data Center	McGaugh Elementary School
District Office / Data Center	Rossmoor Elementary School
District Office / Data Center	Weaver Elementary School
District Office / Data Center	McAuliffe Middle School
District Office / Data Center	Oak Middle School
District Office / Data Center	Los Alamitos High School
District Office / Data Center	Auxiliary Office

## **ENTRANCE FACILITIES:**

The selected Proposer will be responsible for providing connectivity from the curb to the appropriate demarcation location within each site. Some or all of the site locations currently have a demarcation which is either connected via buried conduit or overhead cabling. Existing conduit may be used provided: (a) it is the District's property; and (b) it has sufficient capacity to carry additional cabling without placing undue stress on existing cabling. The District makes no representations that any existing entrance facilities are available. The Proposer will be responsible for determining the availability or the cost of adding new facilities. The Proposer may schedule site surveys of District facilities by contacting the IT Director. In the event that new conduit must be placed, the Proposer will be responsible for the cost of all work associated with installing its conduit and cable plant to each site's main equipment room.

## **IV. RESERVATION OF RIGHTS**

The District reserves the right to expand or reduce the quantities of locations without penalty or additional cost or charge as may be required at the District's sole discretion. Thus, by submitting a proposal, all Proposers commit to following the District's directives with respect to any change in quantities as set forth herein. The District reserves the right to procure any item or services by other means to meet time-sensitive requirements of the Project. Proposer agrees that time is of the essence and agrees to meet all timelines as set out in this agreement or addendum(s) to this agreement. The District's Contract shall establish the delivery deadlines for all equipment provided pursuant to the Contract, which shall be based on the date of the District's Notice to Proceed. Proposer agrees that harm caused to the District by its failure to meet agreed timelines is significant and may be held in breach of its contract with the District. In the event the Proposer fails to meet delivery timelines, the District may declare the Proposer in breach of the entire agreement and seek whatever legal remedies may be appropriate.

**Non-appropriation of Funds** - Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of California. If federal or state law prohibits the District from executing any Agreement that crosses its fiscal year, then the term of this Agreement or any Addendum shall be deemed to be through its fiscal year. The District retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of the District. The District will make a reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that the District does not appropriate funding for the next fiscal year for the solutions specified in the RFP and/or Addendum (if issued), then the affected RFP shall terminate at the end of the last fiscal year for which funding is appropriated. The rates, charges, terms, and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of California.

## **V. DELIVERY**

Proposer shall pay all shipping costs, and title to merchandise and vested interest shall transfer to the District only when received and accepted by the District's representative. Ownership and vested interest in the merchandise shall remain with the Proposer while in transit, and title shall transfer to the District only at such times as merchandise is received and accepted by the District. It shall be the responsibility of the Proposer to trace any merchandise lost in transit, and to seek damages from the shipper for any merchandise damaged in transit it deems is in its best interest to do so. As set forth herein, the District will be deemed to accept any Solution required herein only when the District's authorized representative confirms in writing that such Solution was received, installed, and performed as required by the Contract Documents.

## **VI. GENERAL REQUIREMENTS**

Proposer shall comply in every way with the requirements of local laws and ordinances, the laws of the State of California, and all Federal laws and OSHA regulations.

Proposer shall coordinate with the District or its designated assignee on the proposed placement of its equipment at each site's main equipment room. Proposal shall obtain written approval from District IT Director prior to beginning installation work in all District facilities which shall include the specific time, location, and work to be completed. Proposer shall obtain the District's prior written permission before proceeding with any work necessitating cutting into or through any part of building structures such as walls, beams, floors, or ceilings. Proposer shall be responsible for and repair all damage to District property arising from any work or activity conducted by any worker performing any activity at the permission or instruction of Proposer at Proposer's sole cost. Proposer shall replace and/or repair any damage, at the Proposer's expense, that may occur to underground facilities such as sprinkler systems, gas and water lines due to trenching. Proposer shall be responsible for inspecting its work to determine if any damage or repair is necessary and notify the District in writing immediately upon discovery of any damage and/or the need for any repair work. District may also inspect and require Proposer to provide repair work. However, the ultimate responsibility for such inspection and repair is assigned to the Proposer. All inspection and repair work required to be provided by the Proposer shall be provided at no additional cost to the District.

Proposer shall install its equipment in accordance with manufacturer's specifications for the systems. Proposer shall provide all screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc., necessary to facilitate the proper installation and support of its fiber-optic distribution system and equipment on District property. Proposer shall be responsible for installation of proper grounding required by its systems. Proposer must provide as-built drawings in both paper (30" x 42" or sized per District approval) and digital media format (Visio format) per District approval). The drawings should show exact routes and locations of all cabling and equipment. Proposer shall remove all excess material and debris and return to the District site to its original state of cleanliness. The Proposer shall maintain a work area free of debris and dispose of trash on a daily basis. Proposer will ensure

that all doors on District property are locked upon exit after normal business hours. Doors shall not be propped open at any time. The District may require proper PPE to be worn and social distancing to be followed while on site. The District may require Proposer personnel to wear distinctive uniforms and/or identification cards while on District property. Proposer shall conduct and report results of background checks on all Proposer personnel working on District property pursuant to Education Code section 45125.1. The Proposer agrees to comply with all provisions of Education Code Section 45125.1. Specifically, the Proposer will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have access to District property.

Proposer shall be solely responsible for ensuring compliance with all requirements and obligations set forth herein. The District may inspect the Proposer's work on the Project and issue written demands requiring Proposer to take actions to address any perceived failure to meet the requirements of this RFP. However, nothing stated herein shall be construed as making the District responsible for inspecting, monitoring, or overseeing Proposer's work or conduct to ensure compliance and any such District inspection shall not release Proposer from any requirement set forth herein. Proposer shall indemnify, defend, and hold harmless the District from any damage, harm, or cost arising from Proposer's actions related to this RFP including, but not limited to, any of the repair work required herein.

**RFP FORM A**

**This form is required to be submitted with your Proposal.**

TO: **LOS ALAMITOS UNIFIED SCHOOL DISTRICT**, a California Unified School District, acting by and through its Board of Education ("District"), 10293 Bloomfield St., Los Alamitos, CA 90720

FROM: \_\_\_\_\_  
(Name of Company) (SPIN NUMBER)

\_\_\_\_\_  
(Address) (Fed. Tax ID #)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone) (Fax)

\_\_\_\_\_  
(Email Contact)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name(s) of Proposer's Authorized Representative(s) & Title)

\_\_\_\_\_  
(Date)

**RFP Proposal Amount per Solution:**

The proposal amounts must be in ink or typewritten. Write out the total amount of your proposal from Proposal Form G, Initial Term Option 01, Total Annual Cost:

**Solution – Initial 60-month Term, Option 01 Total Annual Cost, including taxes & fees, for all sites, 10GB from each site to District Office/Data Center - Written:**

---

**Numeric Proposal Amount:**

\$ \_\_\_\_\_

**Solution – Initial 60-month Term, Option 02 Total Annual Cost, including taxes & fees, for all sites, 20GB from each site to District Office/Data Center - Written:**

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**Numeric Proposal Amount:**

\$ \_\_\_\_\_

**In the event of a conflict between the written and numeric version of the proposal, the written will prevail.**

**RFP FORM B  
CERTIFICATION**

**This form is required to be submitted with your Proposal.**

I certify that I have read **Request for Proposals #2324-02** and the instructions for submitting an RFP. I further certify that I must submit **one (1) original clearly marked “Original”, one (1) hard copy clearly marked “Copy” and one (1) electronic copy** of the firm’s proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this response to Request for Proposals, the undersigned acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposals incorporates and is inclusive of, all items or other matters contained in Addenda (if any) issued. The **Addendum Nos. \_\_\_\_\_ received, acknowledged and incorporated into this Request for Proposals are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:



**PROPOSAL FORM C      This form is required to be submitted with your Proposals.**  
**NON-COLLUSION DECLARATION**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, deposes and

(Typed or Printed Name)

I am the \_\_\_\_\_ of \_\_\_\_\_, the party

(Title)

(Proposer Name)

submitting the foregoing Request for Proposals (the "Proposer"). In connection with the foregoing Request for Proposal, the undersigned declares, states and certifies that:

1.01 The Request for Proposals is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

1.02 The Request for Proposals is genuine and not collusive or sham.

1.03 The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or to refrain from bidding.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

(City, County and State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)

**PROPOSAL FORM D**

**This form is required to be submitted with your Proposals.**

**CERTIFICATE OF WORKERS' COMPENSATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
(Individual Name) (Title)

\_\_\_\_\_  
(Proposer's Company Name)

declare, state and certify:

1. I am aware that California Labor Code #3700 (a) and (b) provides:

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code #3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Contract. (In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

\_\_\_\_\_  
(Proposer's Company Name)

\_\_\_\_\_  
(Typed or Printed Name)

By: \_\_\_\_\_  
(Authorized Signature)

**PROPOSAL FORM E     This form is required to be submitted with your proposal, if applicable.**

**SUBCONTRACTORS LIST**

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Los Alamitos Unified School District. Additional numbered pages outlining this portion of the proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty-four (24) hours; one (1) working day, following the opening of proposals. Subcontractor's name, city of location, and scope of work must be stated on the proposal enclosed in the sealed envelope.

---

Proposer Name

**SUBCONTRACTORS LIST**

**All subcontractors in excess of ½ of 1% of total Proposal must be listed.**

SUBCONTRACTOR:		TYPE OF WORK:  Phone: (    )
Location/Address:		
LICENSE NO.:	Expiration Date: /    /	
SUBCONTRACTOR:		TYPE OF WORK:  Phone: (    )
Location/Address:		
LICENSE NO.:	Expiration Date: /    /	
SUBCONTRACTOR:		TYPE OF WORK:  Phone: (    )
Location/Address:		

*Add additional pages as necessary.*

**PROPOSAL FORM F**

**THIS IS A REQUIRED FORM WITH SERVICES**

**RFP BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Los Alamitos Unified School District (hereafter called "Owner") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of \_\_\_\_\_.

**NOW, THEREFORE,**

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

The Principle and the Surety understand and acknowledge that this Bid Bond is issued for the project known as the Telecommunication CATEGORY 1 WIDE AREA NETWORK (WAN) SERVICES – LIT FIBER WITH RESILIENT DESIGN ("Project") for Technology Equipment. The Project may be funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF).

Therefore, the Project may not begin before July 1, 2024 of the current E-Rate Funding Year. Thus, the Bid Bond must remain in full force and effect regardless of the timeframe between submission of the bid and the District's issuance of a Notice of Proceed for the Project.

**IN WITNESS WHEREOF**, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

ATTEST: (if corporation)

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

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

(Corporate Seal)

SURETY: \_\_\_\_\_

\_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

ATTEST: (if corporation)

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

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

(Corporate Seal)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for  
service of process in California if different from above)

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(Telephone Number of Surety and agent or  
representative for service of process in California).

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**PROPOSAL FORM G This form is required to be submitted with your Proposals.**

**PRICE SPREADSHEET**

**Please download the Excel file “Form G Price Spreadsheet” located at <http://www.losal.org/rfp>.**

Please fill out the downloaded Price Spreadsheet. You may add line items as needed. Please expand and use the columns for Equivalent Part Number and Equivalent Description if you are proposing an equivalent solution. Arrange line items so that a side by side comparison with listed items is obvious.

Include hard copy printouts with your proposals. In addition, please include a Read-Only copy of the spreadsheet file with the electronic copy of the submission.

The Price Spreadsheets are included on the next two forms for reference purposes only. Do not fill out these pages as part of your proposals. Use the Excel spreadsheet file.

**LOS ALAMITOS UNIFIED SCHOOL DISTRICT, RFP #2324-03  
PROPOSAL FORM G: PRICE SPREADSHEET**

**VENDOR NAME:**

**SOLUTION A: Wide Area Network (WAN) Services – Lit Fiber with Resilient Design**

Date: \_\_\_\_\_

Proposer Company: \_\_\_\_\_

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

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

Contact eMail: \_\_\_\_\_

Contact address: \_\_\_\_\_

SPIN number: \_\_\_\_\_

**\*\*\*All charges (Taxes, surcharges, regulatory fees, maintenance fees, operations fees, etc.) must be included in the table below\*\*\***  
**\*\* Include the option to upgrade from 10GB to 20GB at any point during the term of the five-year agreement will be accepted at the costs quoted herein \*\***

		10 GB					20 GB				
Site	Address	Monthly Recurring Cost (MRC)	Monthly Recurring Taxes & Fees	Monthly Recurring Total Cost w/ Taxes & Fees	Annual Cost (MRC + Taxes & Fees x 12)	5 Year Cost (MRC + Taxes & Fees x 60)	Monthly Recurring Cost (MRC)	Monthly Recurring Taxes & Fees	Monthly Recurring Total Cost w/ Taxes & Fees	Annual Cost (MRC + Taxes & Fees x 12)	5 Year Cost (MRC + Taxes & Fees x 60)
Hopkinson Elementary	12582 Kensington Rd										
Lee Elementary	11481 Foster Rd										
Los Alamitos Elementary	10862 Bloomfield St										
McGaugh Elementary	1698 Bolsa Ave										
Rossmoor Elementary	3272 Shakespeare Dr										
Weaver Elementary	11872 Wembley Rd										
McAuliffe Middle	4112 Cerritos Ave										
Oak Middle	10821 Oak St										
Los Alamitos High	3591 Cerritos Ave										
Auxiliary Office	10652 Reagan St										
District Office (circuit to Service Provider Cloud, if app)	10293 Bloomfield St										
	TOTAL COST:										



<p style="text-align: center;"><b>Request for Proposal Number RFP #2324-02</b> <b>Wide Area Network (WAN) Service – Lit Fiber with Resilient Design</b></p>
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**TENTATIVE SCHEDULE OF EVENTS**

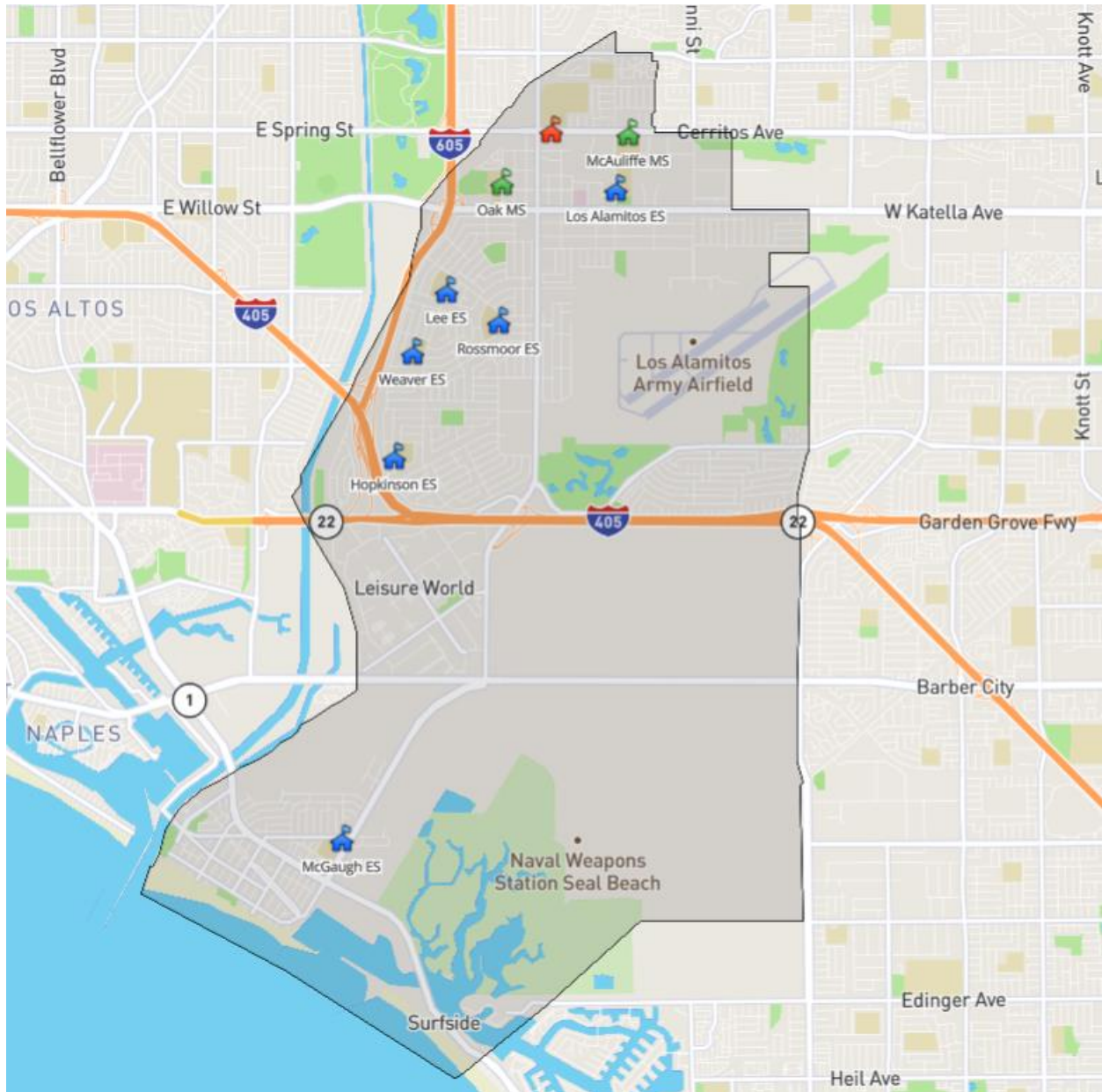
(All dates are subject to change at the District's sole discretion)

Release FCC Form 470 and Issue Request for Proposals	January 10, 2024
Deadline for written questions regarding RFP	January 24, 2024
Request for Proposals Response Due Date	February 8, 2024
Notification of Award/Deny Letters	February 21, 2024
Notification and Recommendation to Board of Education	March 12, 2024
Award of Contract	March 13, 2024
Service Period	July 1, 2024 – June 30, 2029

**\*Note:** dates are approximate, and may be subject to change due to delays or other unforeseen circumstances. The District will make every effort to maintain the above schedule to the best of its ability.

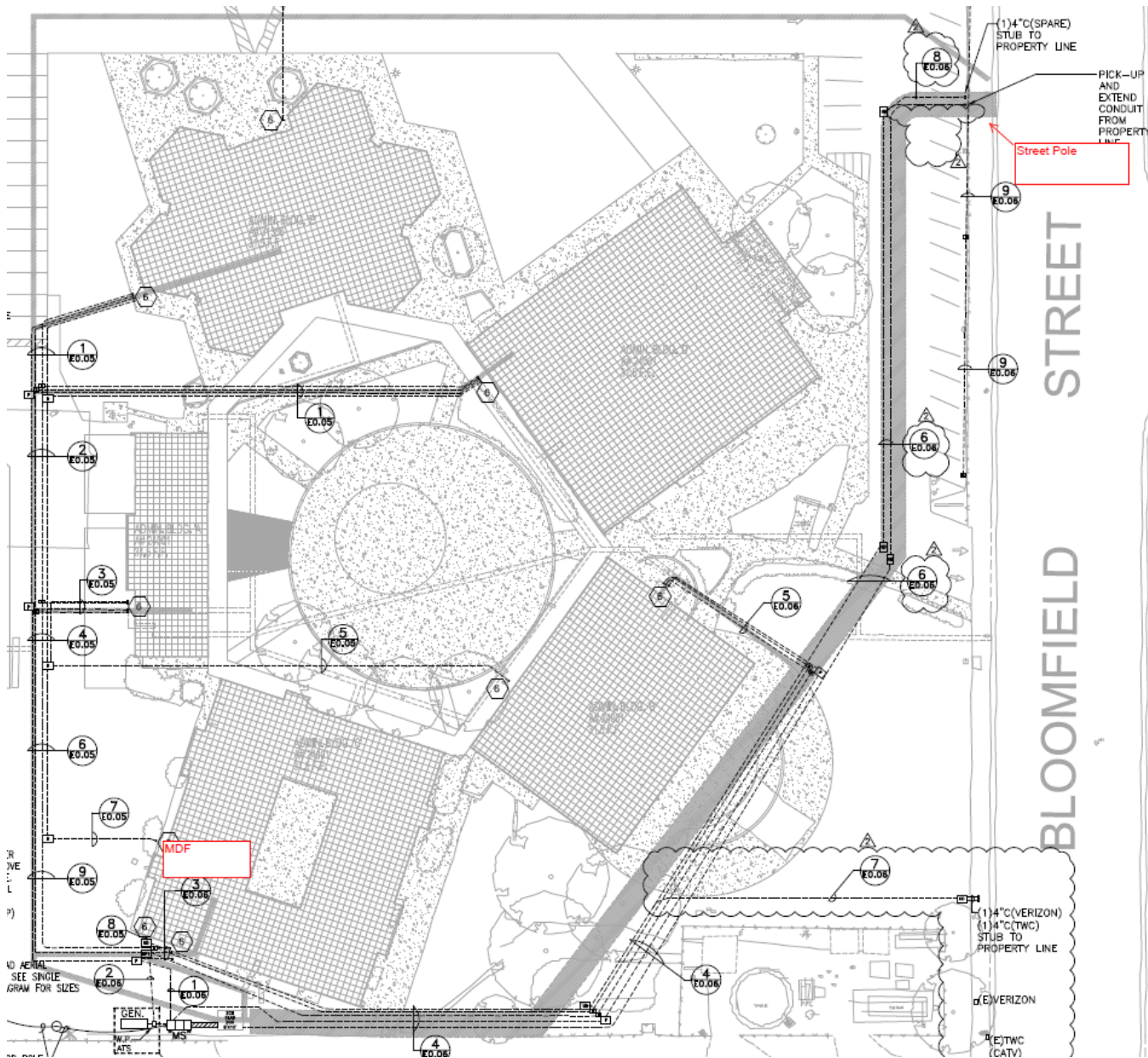
## EXHIBIT 1 - SITE LOCATIONS MAP

School Boundaries / Community:



## EXHIBIT 2 – STREET POLE TO SITE MDF/DMARC MAP

District Office: 10293 Bloomfield St. Los Alamitos, CA 90720



## District MDF/DMARC Pictures

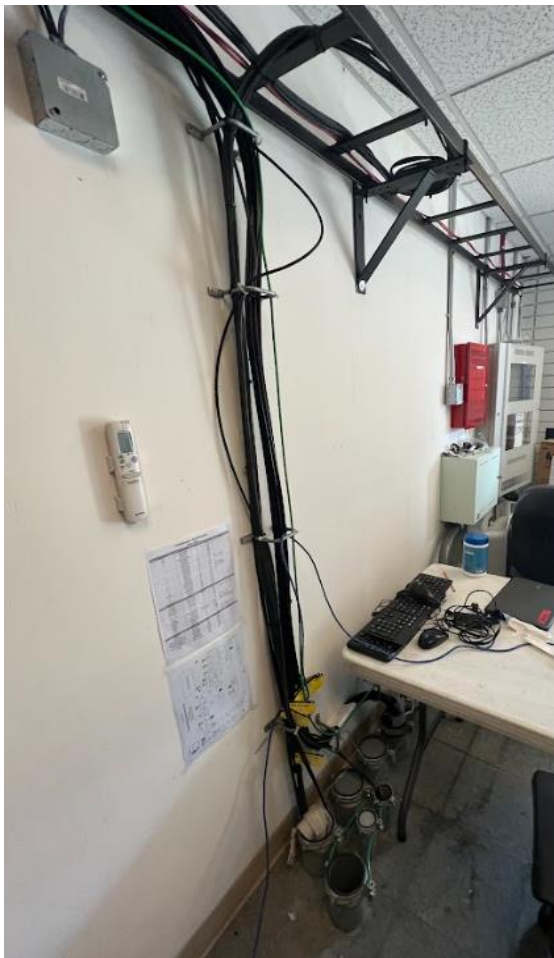


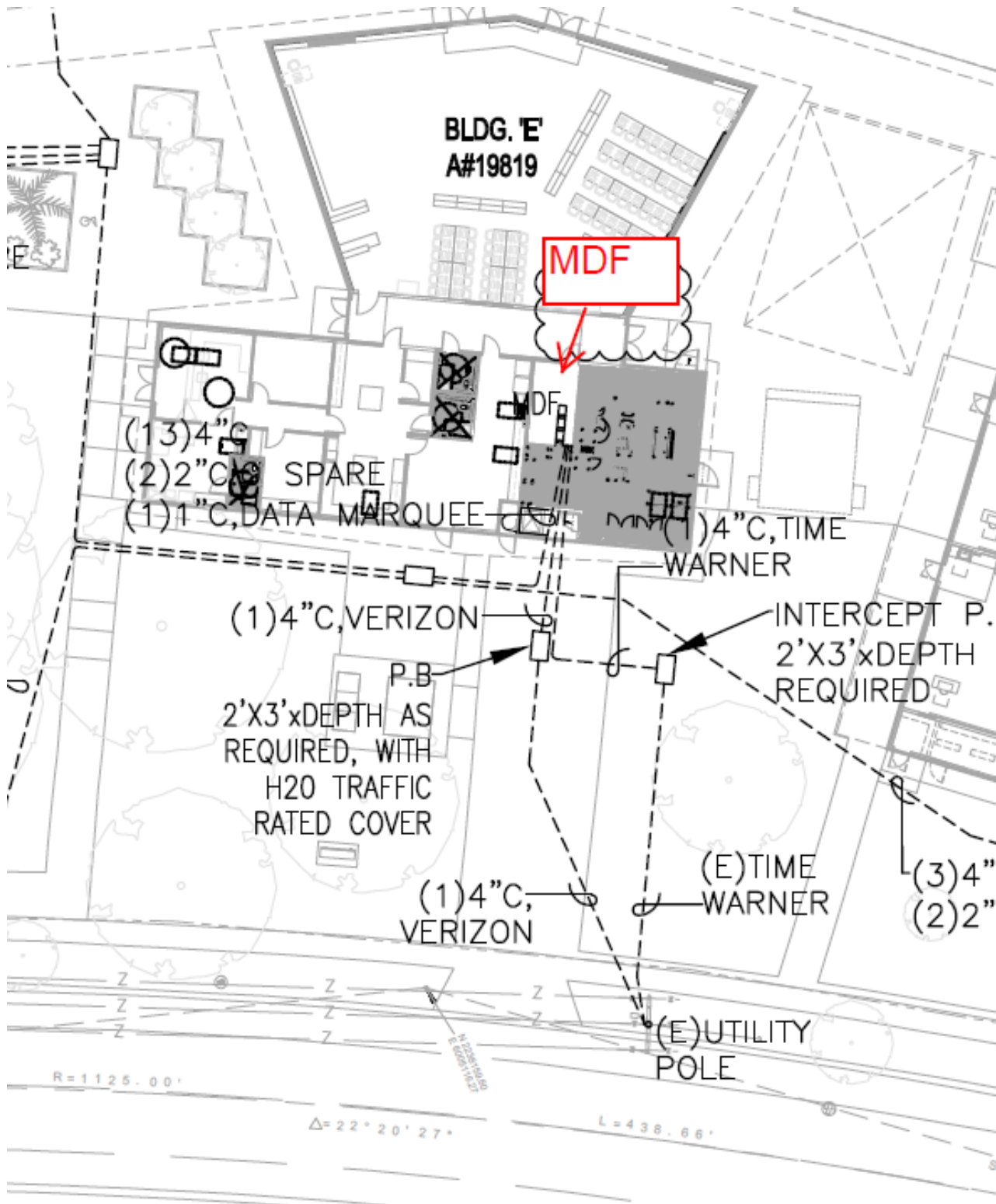


43224960.1



## Hopkinson MDF/DMARC Pictures



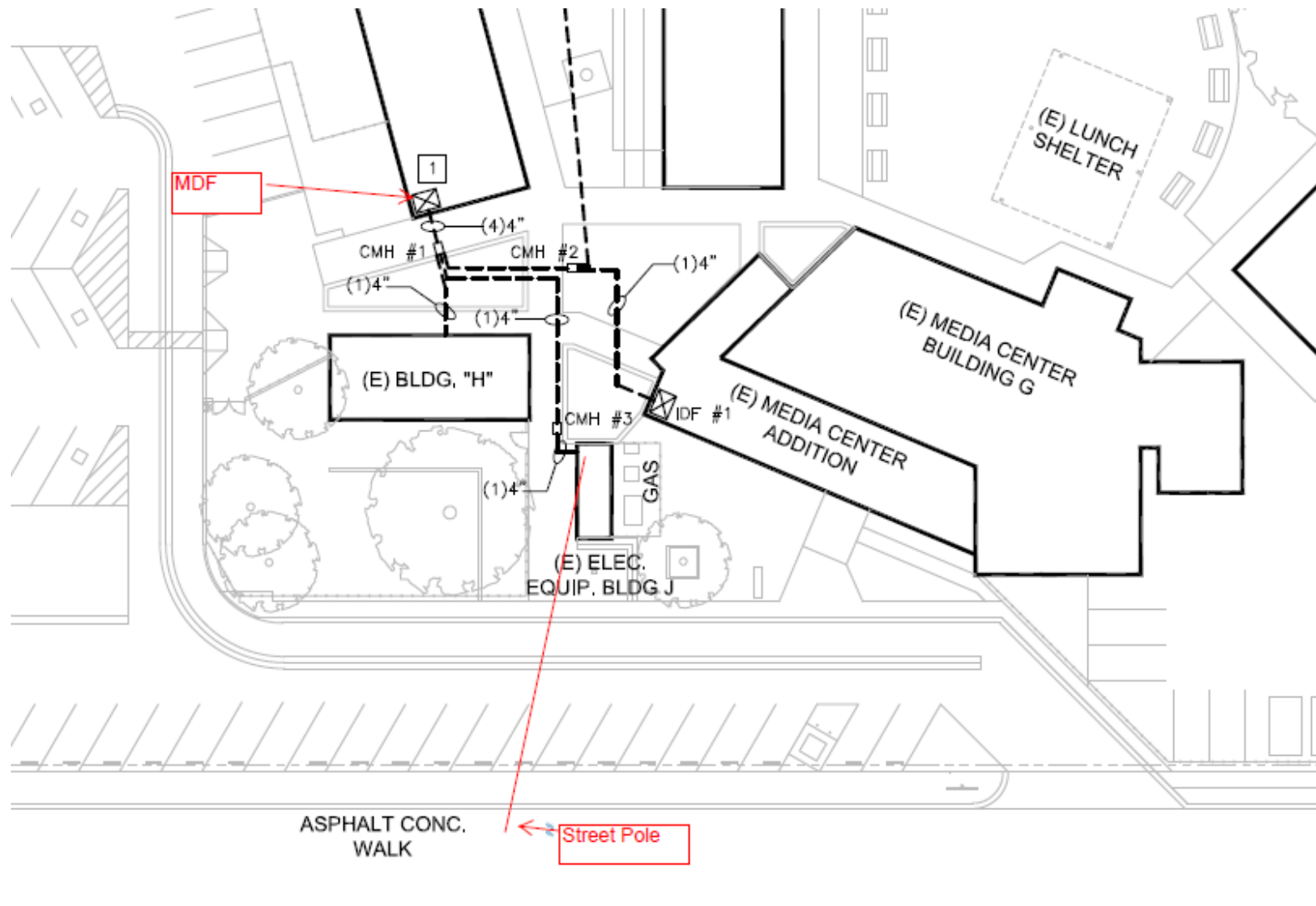


## Lee MDF/DMARC Pictures

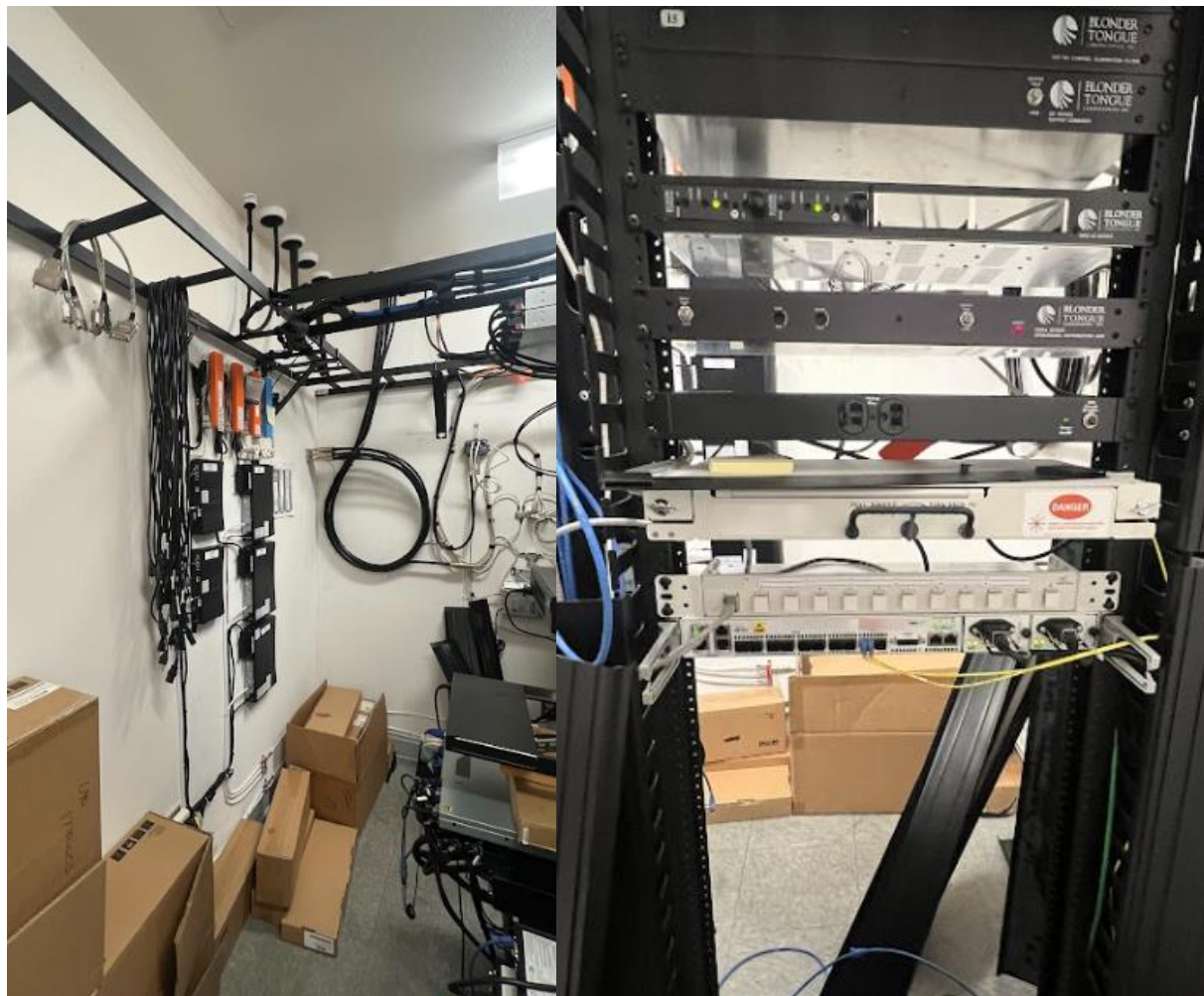




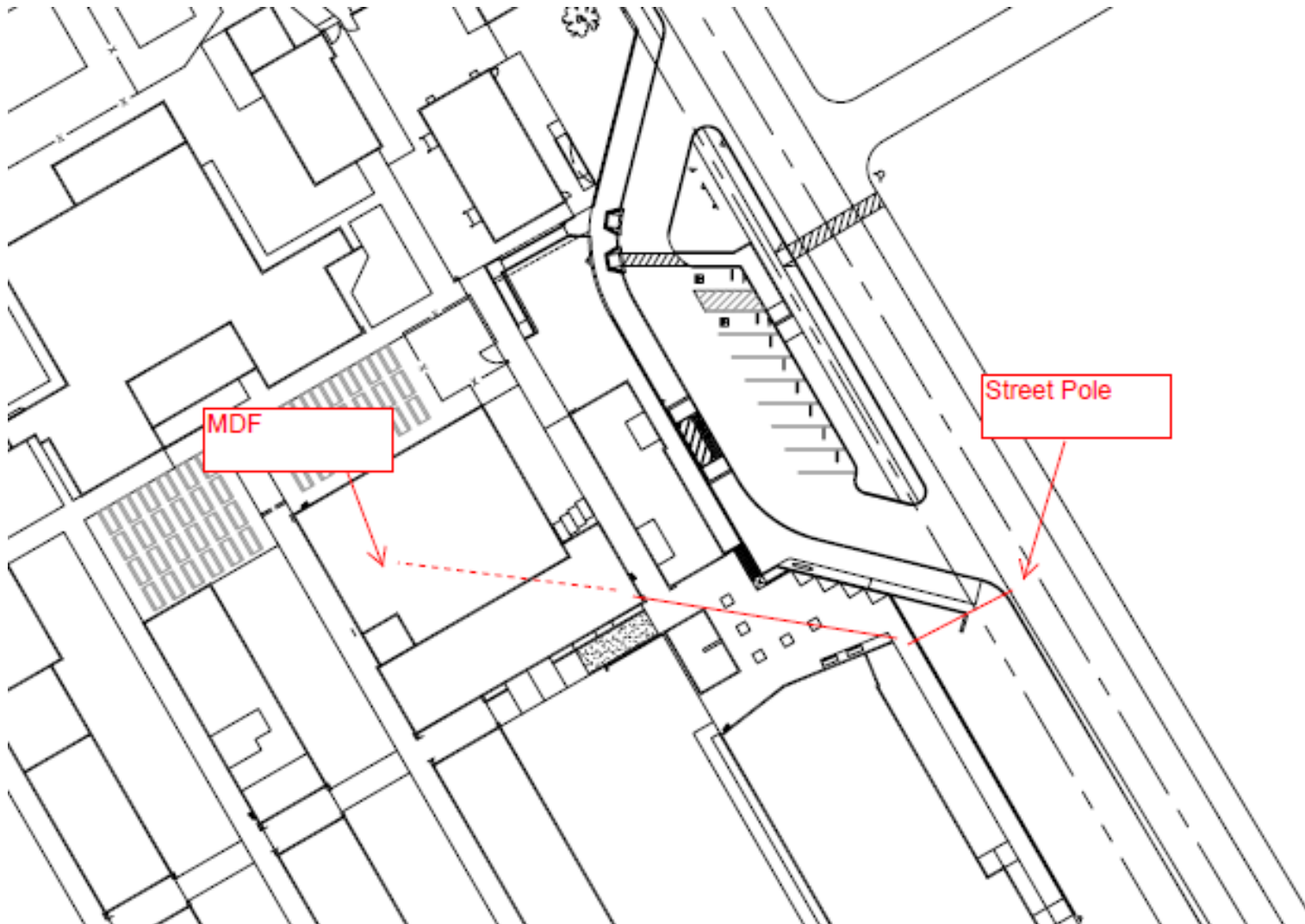
Los Alamitos Elementary: 10862 Bloomfield Street Los Alamitos, CA 90720



## Los Alamitos Elementary (LAE) MDF/DMARC Pictures



McGaugh Elementary: 1698 Bolsa Avenue Seal Beach, CA 90740

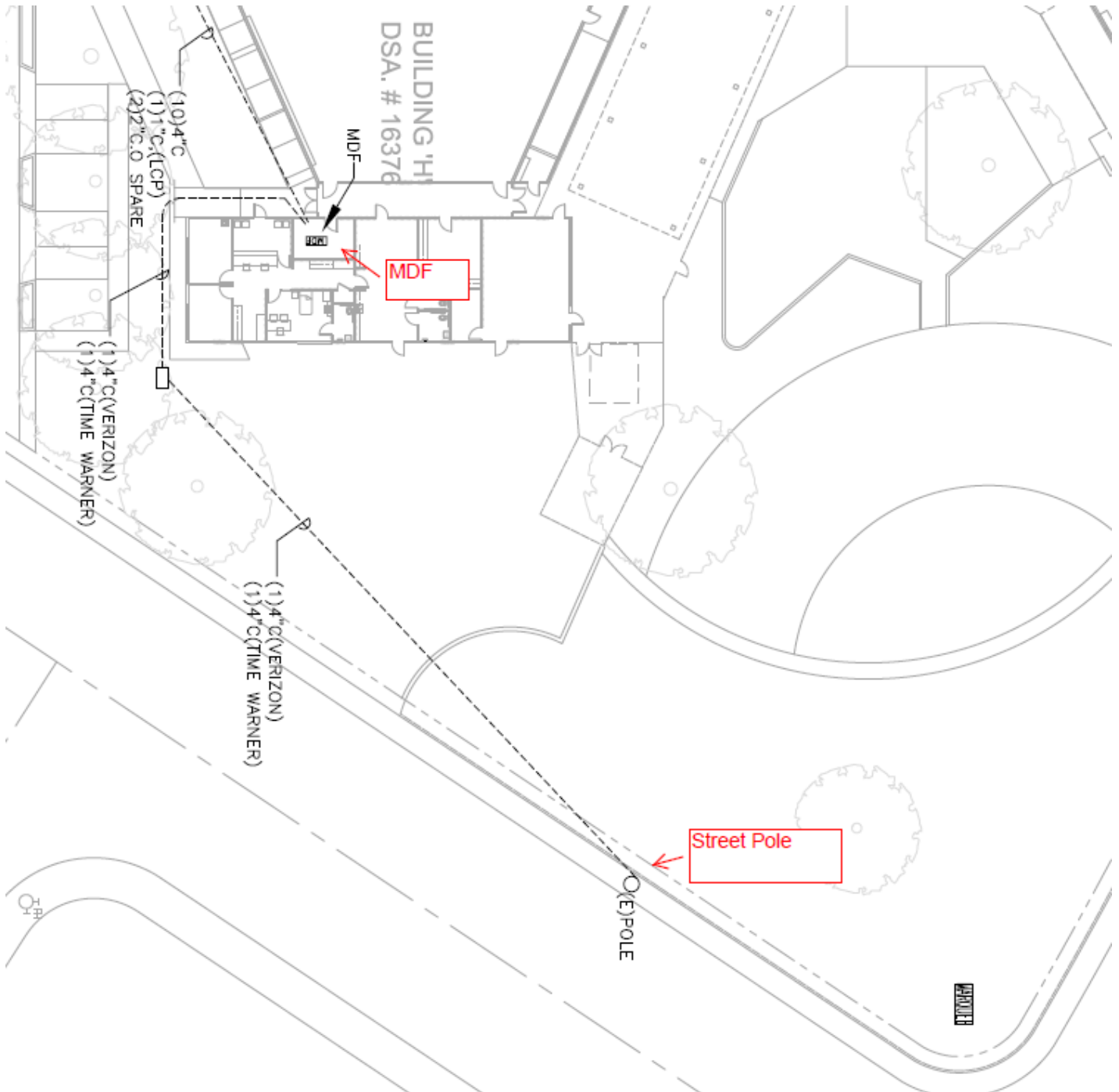


## McGaugh MDF/DMARC Pictures

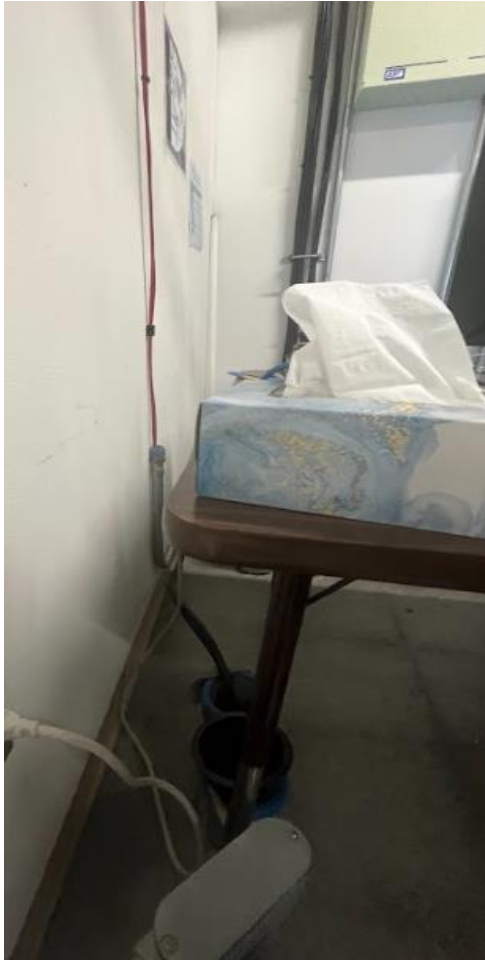




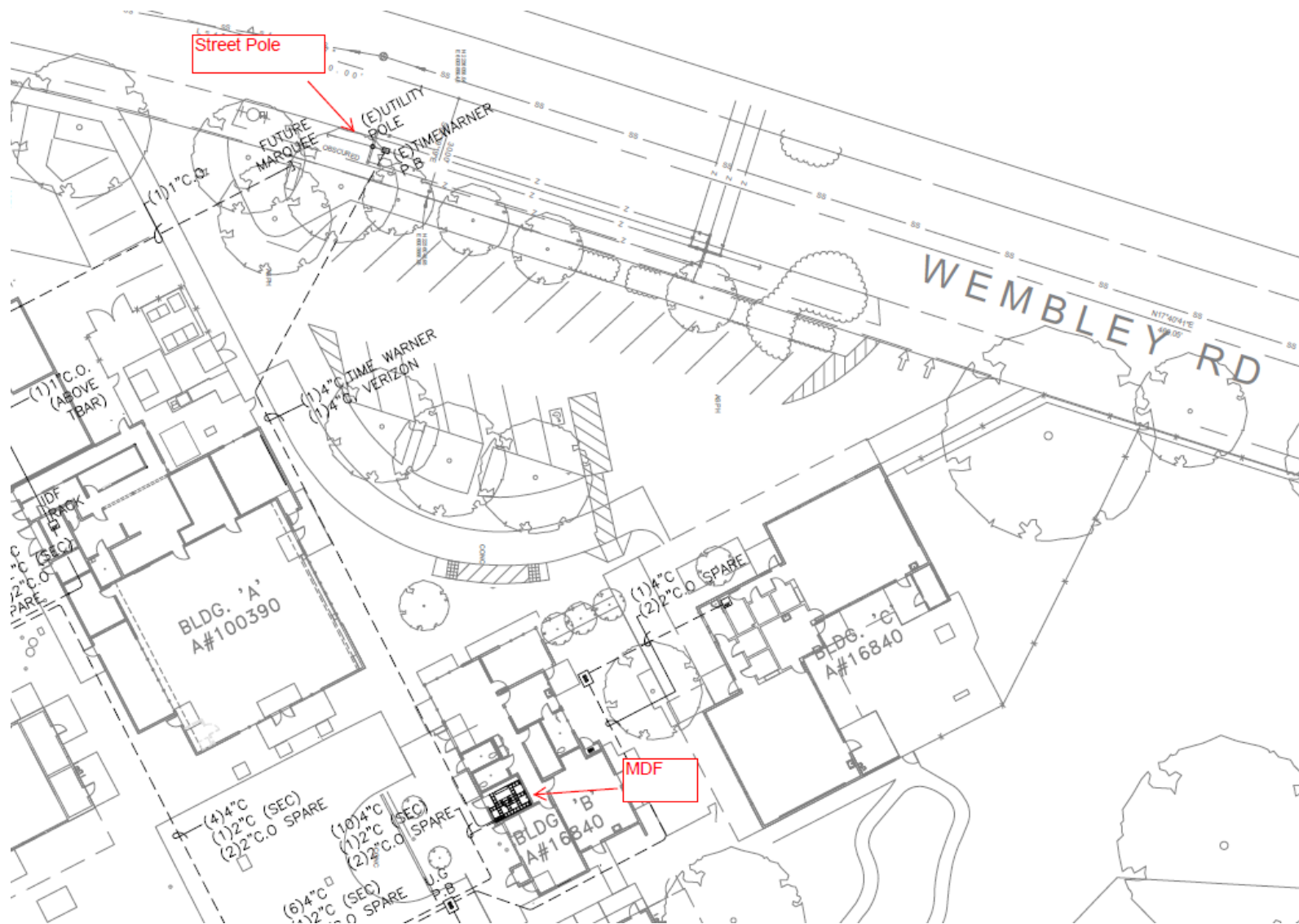
Rossmoor Elementary: 3272 Shakespeare Drive Los Alamitos, CA 90720



## Rossmoor MDF/DMARC Pictures



Weaver Elementary: 11872 Wembley Road Los Alamitos, CA 90720

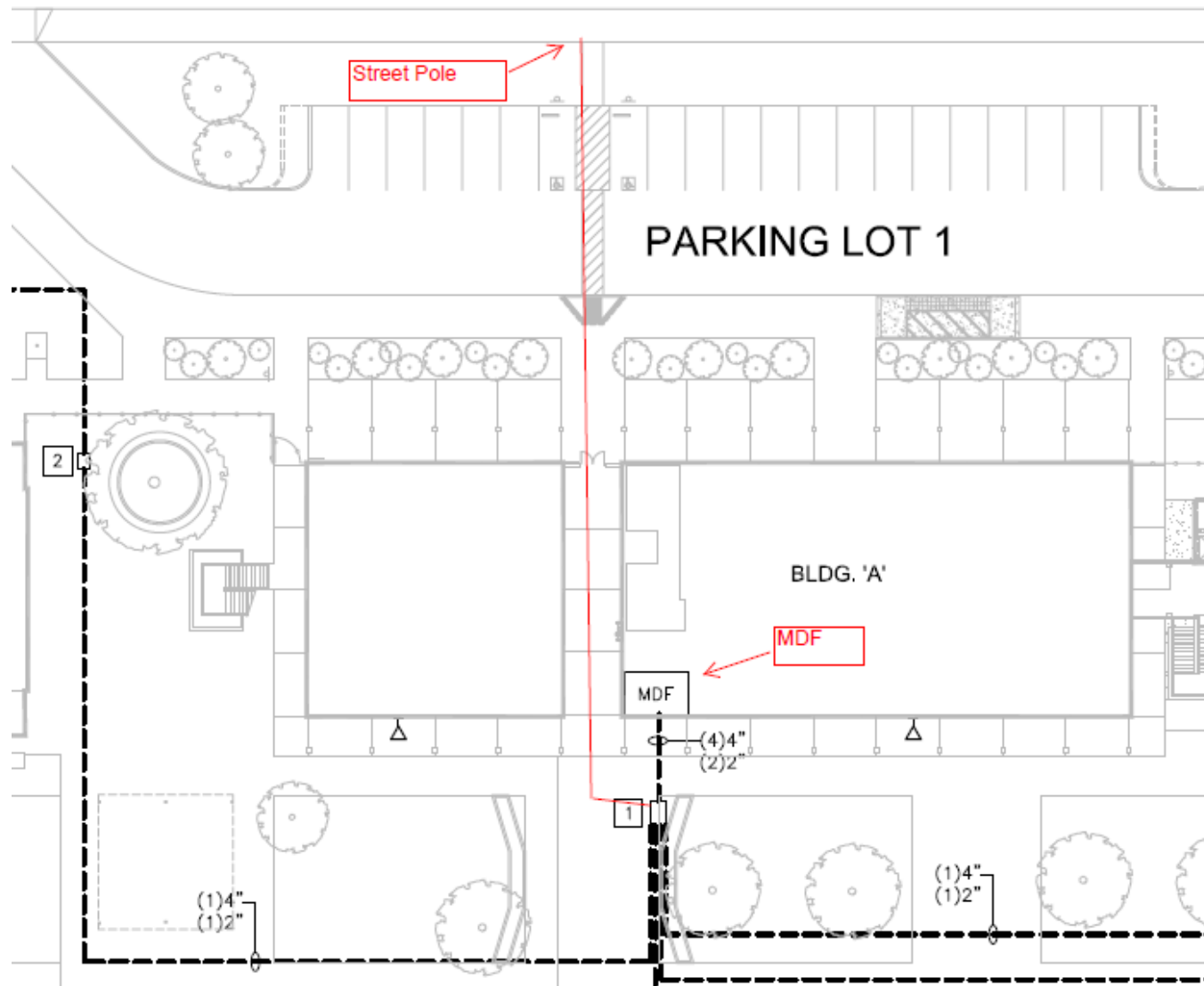


## Weaver MDF/DMARC Pictures

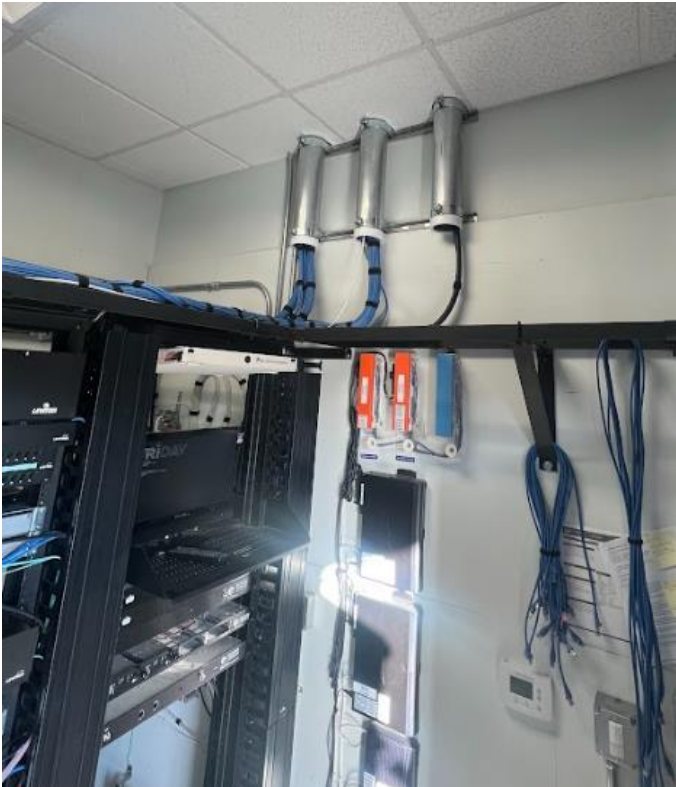




McAuliffe Middle School: 4112 Cerritos Avenue Los Alamitos, CA 90720

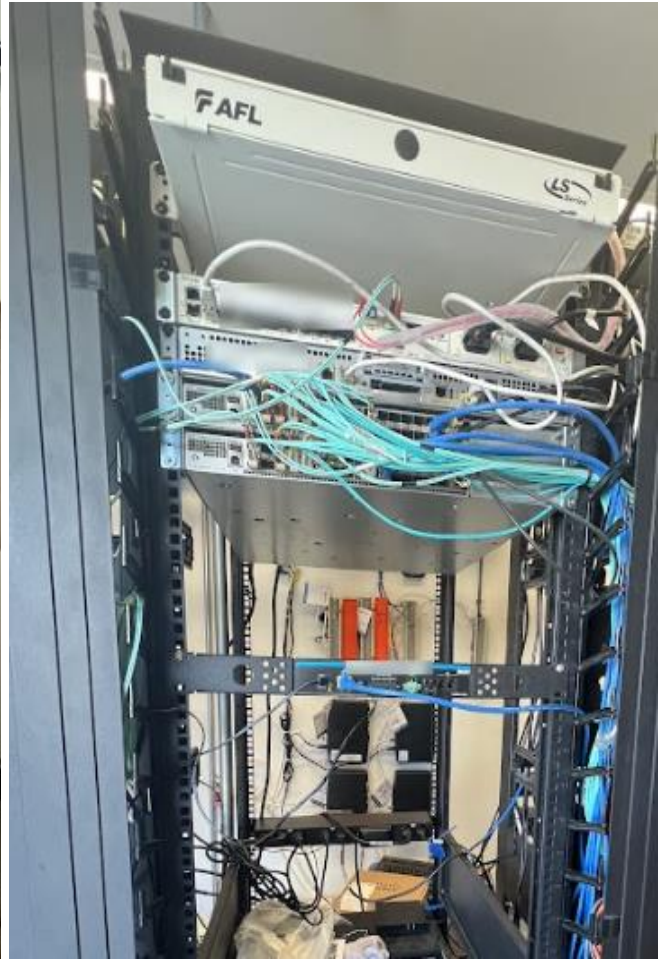
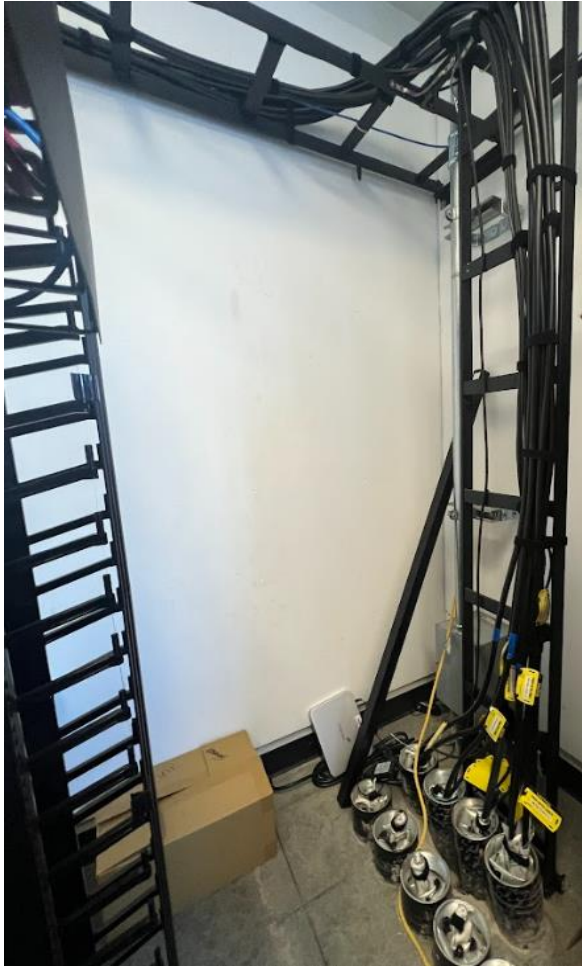


## McAuliffe MDF/DMARC Pictures





## Oak MDF/DMARC Pictures



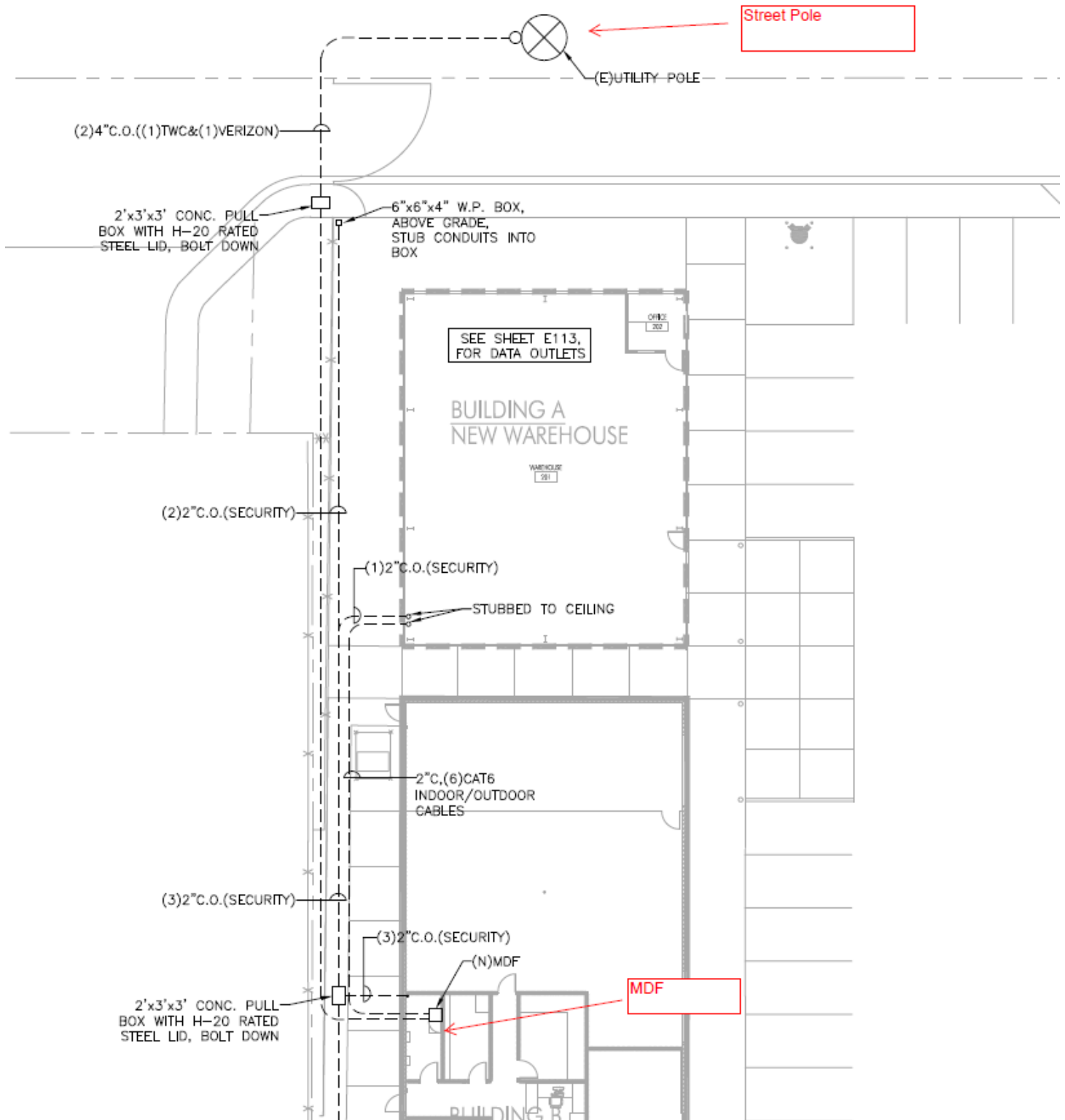
[illegible]



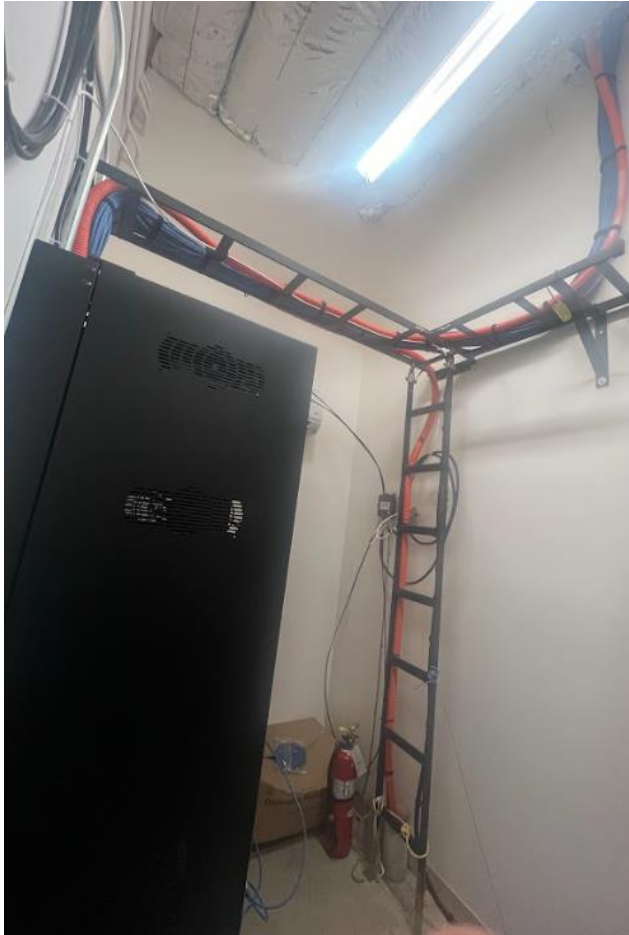
## Los Alamitos High (LAHS) MDF/DMARC Pictures



Auxillary Office : 10652 Reagan Street Los Alamitos, CA 90720



## Los Alamitos High (LAHS) MDF/DMARC Pictures





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

A signed copy of these supplemental terms and conditions must be returned with proposal response.

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

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

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

### **2) PROPOSER REQUIREMENTS**

Proposers must make themselves thoroughly familiar with the rules or regulations regarding the E-rate program.

- a) Proposers 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) Proposers are responsible for providing a valid SPIN (Proposer 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) Proposers 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) Proposers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential proposer 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 Proposer's sustained Red Light Status

may be grounds for contract termination as it could prohibit the Proposer 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) 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).
- f) Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- g) In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Proposer is expected to reply within 3 days to questions associated with its proposal.
- h) The awarded Proposer 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/>
- i) 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) PROPOSER ACKNOWLEDGEMENTS**

- a) The Proposer 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.
- b) The Proposer acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c) The Proposer 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 Proposer must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d) Proposers are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. Proposer acknowledges that Proposer is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, Proposer 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 Proposer attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- 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 Proposer 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 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the Proposer, 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 Proposer 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 Proposer 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 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 the funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

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

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

## 5) **INVOICING**

- a) Unless the District instructs otherwise, as set forth in Section I(D) of the RFP, the Proposer 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 Proposer 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) unless the District provides written notice to the selected Proposer stating otherwise. 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 Proposer of its intent.
- b) All Proposer invoicing to USAC must be completed within 120 days from the last day of service. Should the Proposer fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

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

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this 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.

**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 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 \_\_\_\_\_ (Proposer 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:** \_\_\_\_\_

**Proposer Name:** \_\_\_\_\_