

# **Carmel Unified School District**

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

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## **E-Rate Request for Proposal**

**RFP#: 2026-02**

**RFP Name: Carmel USD 2026 Internet**

**E-Rate 2026-2027**

**Due**

**Monday, January 5, 2026 not later than 2:00 P.M.**

**Note: The terms “Bid” and Bidder” throughout this document are intended to have the same meaning as “Proposal” and “Proposer.” We make that distinction because both USAC and the Public Contracting Code for California Public Schools Section 20118.2 allow Districts/Applicants to consider factors other than price in selecting a service or provider for this type of service.**

**E-Rate Requirements**

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

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

**Clarifications**

Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be submitted in writing and emailed to the contact below before the deadline for questions. Responses will be posted as addenda in EPC only. It will be the responsibility of Bidders to follow or monitor the 470 for addenda and responses to questions. Oral responses or clarifications, if any, will not be binding on District.

Contact for Questions Related to RFP	Manuel Carrera Senior Director - Information Technology Email: <a href="mailto:mcarrera@carmelunified.org">mcarrera@carmelunified.org</a>
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**PROJECTED SCHEDULE OF EVENTS**

<b>Event</b>	<b>Date/Time</b>
RFP Release Date – Posted in EPC only	October 31, 2025
Deadline for Receipt of Written Inquiries	November 14, 2025 before 4:00 p.m.
Written Responses Posted in EPC	November 18, 2025 before 5:00 p.m.
Proposal Due Date and Time.	January 5, 2026, before 2:00 p.m.
Contract Award Notification (projected)	January 9, 2026 before 4:00 p.m.
Contract Signed (projected)	January 21, 2026, or later on approval by Board of Education.
Anticipated Project Start Date	July 1, 2026

## INTRODUCTION AND DESCRIPTION OF SERVICE

**Carmel Unified School District (District)** is seeking E-Rate Bids for a Category One Digital Internet Access Service including transport. The service is to be delivered to 4380 Carmel Valley Road in Carmel, California. The service will provide Internet Access to approximately 2,500 students and approximately 500 staff members.

**Bandwidth:** The minimum required bandwidth is ten gigabits per second with the option to upgrade to up to twenty gigabits per second during the life of the agreement.

District also requires a Class C/24 Block of IP addresses. The desired handoff is single-mode fiber with SFP connector.

All work required on District property in order to deliver the service including trenching, conduit, electronic equipment, UPS's, racks, backboard, and power shall be provided in such a way that those costs are eligible for funding as installation of an eligible Category One Service. For convenience, bidders may use standard per-site pricing for those requirements.

Please also describe all Service-Provider owned equipment to be installed, including rack or wall space needed, and any exceptions to eligibility of the costs associated with the work described above. For additional information on eligibility of any of the items described in this section, please visit the USAC website at: <https://www.usac.org/e-rate/applicant-process/before-you-begin/>

**Start Date:** The desired start date for the service is July 1, 2026, but District will negotiate a realistic start date with the successful bidder. Please include a realistic project installation interval from award to "ready for service" in proposals.

**Contract Term:** In order to obtain the most cost-effective long-term solution, District is seeking a multi-year agreement. Please provide pricing for a term of thirty-six months with two optional one-year extensions at the sole discretion of District.

## E-RATE TERMS OF THE AGREEMENT(S)

1. Construction cannot begin until the resulting 471 Application is approved by USAC unless approved in advance by District in writing. District will not be responsible for any charges incurred prior to July 1, 2026. The desired in-service date for the service is July 1, 2026.
2. District will consider standard E-Rate contracts used by Service Provider but reserves the right to request changes if needed or required by District's Board of Education. Service Provider agrees to negotiate any reasonable changes in good faith.
3. In accordance with E-Rate program rules, a contract must be signed by both parties before filing a Form 471 for funding for the service. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
4. **Options for Interim Solution:** District will consider an extension of the existing agreement on a month-to-month bases, if offered, or a State Master Agreement such as CalNet NextGen to allow sufficient time for a new service to be built if needed. If a State Master Agreement is used for that purpose it will be awarded with or without bids based on the rates and conditions currently in place between the State and selected Service Provider.

**Preparation and Submittal of Proposal**

Bidder shall be responsible for the delivery of their bid via email to Manuel Carrera, Senior Director – Information Technology, to [mcarrera@carmelunified.org](mailto:mcarrera@carmelunified.org) on or before Friday, January 5, 2026, not later than 2:00 p.m. Bids received after that time will be returned unread.

Each Proposal submittal shall include all required items and include RFP Title and number in the subject line, and shall include company name, SPIN, contact information, and due date and time in the beginning of the email.

For consideration, all proposals submitted must include all of the required information and documents as described on page seven of this RFP.

**Addenda Acknowledgement**

Changes, updates, and responses to bidder questions will be posted in the E-Rate Productivity Center (EPC) as described herein. Any interpretation or correction of this Request for Proposal will be made only by addendum duly issued and posted in that system. Acknowledgement of each Addendum read is required on the Proposal Response Form.

**Cost of Proposals**

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

**Proposal Withdrawal**

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

**Opening of Proposals**

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

**Rejection of Proposals, Waiver of Informalities**

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

**Verification and Prices**

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

**Examination of Contract Documents**

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

## Required Information and Documents

### 1. **Proposal Response Form** (*form attached*)

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

### 2. **Executive Summary**

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

### 3. **Itemized List of All Charges**

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

### 4. **Qualifications**

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

### 5. **References**

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

### 6. **Non-Collusion Affidavit** (*form attached*)

Vendors are required to complete and submit the enclosed Non-Collusion Affidavit with their Proposals.

### 7. **Fingerprint Acknowledgement Form:** (*form attached*)

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

## EVALUATION OF PROPOSALS

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

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

Percent	Selection Criteria
40%	Total price of the services eligible for Category One E-Rate funding, including recurring and nonrecurring costs including eligible costs associated with entrance facilities (conduit) on District property.
20%	The ineligible costs associated with transitioning from one service provider to another including staff time required for coordination of new conduit work, etc.
20%	Eligibility for California Teleconnect Fund, which can cover up to 25% of eligible costs of the service not covered by E-Rate based on District's discount rate.
10%	Quality of Submittal, including complete information and Bidder's ability to meet stated requirements and contract options.
10%	Vendor's reputation, financial stability, success history with similar E-Rate projects and services based on references and service level agreements.

## **TERMS AND CONDITIONS**

### **Contract**

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

### **Contract Terms**

The contract resulting from this Request for Proposal shall be thirty-six months with the option to extend the term one year at a time for up to two years at the sole discretion of the District.

### **Options for Interim Solution**

District will also consider an extension of the existing agreement on a month-to-month basis, if offered, or a State Master Agreement such as CalNet NextGen to allow sufficient time for a new service to be installed, if needed. If a State Master Agreement is used it will be awarded with or without bids based on the rates and conditions currently in place between the State and selected Service Provider.

### **Prices**

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

### **Permits and Licenses**

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

### **Compliance with Division of Industrial Relations (DIR)**

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

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

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

### **Invoicing Requirements**

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

**Payment Schedule**

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

**Assignment Prohibited**

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

**Hold Harmless Clause**

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

**Cancellation of Contract**

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

**Anti-Discrimination**

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

**Patents or Trademarks**

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

**Warranty-Product**

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

**Brands**

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

named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

**Federal or State Regulations**

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

**Prevailing Law**

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

**Attorneys' Fees**

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

**Liquidated Damages**

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

**Force Majeure**

The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.

**Proposal Response Form**  
**Carmel USD RFP#: 2602-02**  
**RFP Name: Carmel USD 2026 Internet**

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

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

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

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ ,  
(Type or Printed Name)

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

\_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Bidder Name)

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ at \_\_\_\_\_  
(City, County and State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City, County and State

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

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

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

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

**CERTIFICATION:**

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

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

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Pricing:**

Please provide pricing for the service described on page 3 of this RFP, which includes a ten-gigabit Internet service including transport for a 36-month term with the option to extend the agreement for two additional one-year terms at the sole discretion of District. Please also include pricing for upgrading the service to up to and including 20 gigabits per second at any time during the term of the agreement and any conditions that might apply to such upgrade.

Please include estimated taxes, fees and surcharges for the service.

Bids should also include the standard cost estimate for work described in the RFP in order to install and/or upgrade the service including conduit, backboard, power, etc., if needed.