



**FULLERTON SCHOOL DISTRICT
1401 WEST VALENCIA DRIVE
FULLERTON, CALIFORNIA 92833**

RFP: 2027/2028-FSD.01

**REQUEST FOR PROPOSALS
FOR
FULLERTON SCHOOL DISTRICT NETWORK CABLING**

**PROPOSAL DUE DATE/TIME:
December 4, 2026 @ 10:00am**

**SUBMIT PROPOSAL TO:
Mike McAdam
Director of Business Support Services & Projects
FULLERTON SCHOOL DISTRICT
1401 West Valencia Drive
Fullerton California 92833
Phone: 714.447.2846
Email: erate@myfsd.org**

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REQUEST FOR QUALIFICATIONS AND PROPOSALS

RFQ&P No. 2027/2028-FSD.01

Fullerton School District - Network Cabling

NOTICE IS HEREBY GIVEN that the Fullerton School District, County of Orange, California, ("District"), acting by and through its Governing Board, invites sealed qualifications and proposals from duly licensed firms to provide:

A. Project: Network Cabling

Proposals will be awarded based on the evaluation criteria established in the RFP. Bidders may submit bids on one, some, or all of the five items above.

Contractor Licensing required a: B, C-7 and or C-10

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

The successful Bidder(s) and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Labor Code § 1770 et seq. Prevailing wage rates are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics_and_databases.html. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to Labor Code §§ 1725.5 & 1771.1

The due date and time for the receipt of sealed qualifications and proposals is up to, but **not later than 10:00 a.m. on December 4, 2026**, at the ATTN: MIKE MCADAM Director of Business Support Services & Projects @ District Purchasing Department, 1401 W. Valencia Dr Fullerton CA 92833. Request for Information (RFI) is due by November 2, 2026 Prior to 4:00 pm.

No proposer may withdraw their proposal for a period of one-hundred twenty (120) calendar days after the due date set for opening of proposals. The District's application for federal E-rate Funding approval is required and contingent on the award of this RFQ&P. Provider must have written evidence of all required verifications, that if awarded a contract by the District, ensure all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

Project Documents will be available beginning October 12, 2026, online with ARC as well as District Website www.fullertonsd.org and The RFP/Q documents are available at: https://customer.e-arc.com/arcEOC/PWELL_Main.asp?mem=29

No hard copies will be provided.

Mandatory Job Walk:

October 26, 2026 AT 9:00 A.M. PST at

Pacific Drive Elementary School first and then will drive to a second site: Will take up to 2 hrs.

1st Pacific Drive Elementary	1501 W Valencia Dr, Fullerton, CA 92833
2nd Nicolas Jr High	1100 W Olive Ave, Fullerton, CA 92833

Attendance at both locations is mandatory in order to be eligible to submit a bid for this project.

Please direct any inquiries or questions to the attention of Mike McAdam, Director of Business Support Services & Projects ONLY by e-mail erate@myfsd.org: subject line needs to reference **2027/2028-FSD.01** General information regarding the District is available www.fullertonsd.org.

Under (bids, rfps & rfqs)

All prospective proposers are hereby instructed to not contact any District staff member, other than the noted contact related to this RFQ&P, at any time during the process. Any such contact shall be cause for rejection of your proposal.

The right is reserved by the District to reject any or all qualifications and proposals, to waive any irregularities or informalities not affected by law, to evaluate the qualifications and proposals submitted and to award the contract according to the qualifications and proposal which best serves the interests of said District.

Publication Dates: **October 12, 2026 and October 19, 2026**

Publication: Orange County Register

FULLERTON SCHOOL DISTRICT
REQUEST FOR PROPOSALS
FOR
RFP: 2027/2028-FSD.01
FULLERTON SCHOOL DISTRICT - NETWORK CABLING

I. GENERAL BACKGROUND

The Fullerton School District is pleased to issue this Request for Proposals (RFP) for qualified firms to provide **districtwide cabling services**.

A. Project: Network Cabling (Public Works)

Services must be fully compliant with all applicable requirements including applicable District policies and regulations, and all State and Federal laws. All proposal costs shall be borne by the Offeror. This RFP will be awarded to the most responsive, responsible respondent to the RFP.

The project cannot commence before the Universal Service Administration Company, Schools and Libraries Division has issued a Funding Commitment Decision Letter for E-Rate Year 2027. No billing for services provided may begin prior to July 1, 2027. Billing may only begin for installed and verified equipment and services.

II. E-RATE PROJECT DESCRIPTION

The District has posted an E-Rate Form 470 application **#270001338**

with the USAC School and Library Division. The Fullerton School District is soliciting qualified service providers to submit proposals for installation and ongoing service for (including, but not limited to) equipment racks, digital equipment, data cabling, and associated termination equipment as required. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded service provider with no option for transfer of ownership to the District. This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and the Fullerton School District and may or may not be undertaken at the sole discretion of Fullerton School District.

III. GENERAL INSTRUCTIONS AND CONDITIONS

1. TECHNICAL CONTRACT REQUIREMENTS

1. **Initial Contract Term:** The initial contract term shall be from **July 1, 2027 through September 30, 2030**.

The District shall have the option to exercise up to **two (2) voluntary one-year extensions**, for a potential total term through **September 30, 2032**.

Alternatively, bidders may propose a **fixed five-year (60-month)** term from **July 1, 2027 through September 30, 2032**.

Any proposal that does not include one of the required contract term options will be considered non-responsive and disqualified.

2. **Fixed Pricing:** All proposed pricing, including unit pricing, equipment, materials, licensing, installation, warranties, and associated support and service terms, shall remain **firm and fixed** for the entire duration of the selected contract term, including any extensions exercised by the District.
All costs necessary to deliver the proposed solution in accordance with the Scope of Work shall be included in the submitted pricing.
3. **E-Rate Eligibility:** Bidders shall clearly identify all **E-Rate-eligible and ineligible products, components, and services** within their proposals, in accordance with applicable E-Rate program requirements. For any products or services containing both eligible and ineligible elements, bidders shall provide an itemized cost breakdown identifying the eligible and ineligible portions, including the applicable **E-Rate eligibility percentage** for each line item.
Proposals that fail to clearly separate E-Rate-eligible and ineligible costs may be deemed **non-responsive** and disqualified.
4. **Itemized Pricing:** All proposals shall include **detailed, itemized pricing** for each product, equipment component, material, license, accessory, or service required to deliver a complete solution in accordance with the Scope of Work.
Pricing shall clearly identify applicable **unit costs, quantities, extended costs, and any recurring fees**, including installation, configuration, maintenance, and support costs, where applicable.
All awarded unit pricing shall remain firm and fixed throughout the selected contract term, including any exercised extensions, and shall apply to additional purchases of the same products or services authorized by the District. Additional purchases shall be subject to District approval, available funding, and applicable procurement requirements.
Any optional items or additional costs shall be separately identified. **Bundled or lump-sum pricing without sufficient itemization will not be accepted.**
5. **Delivery and Installation Coordination:** The awarded vendor shall be responsible for the **coordination, delivery, installation, configuration, and testing** of all applicable equipment, materials, software, and services in accordance with District-approved project schedules and the Scope of Work.
All work shall be coordinated with District IT staff and applicable school site personnel and scheduled to **avoid disruption to classroom instruction and normal school operations.**
Installation may be required during **second shift, weekends, school breaks, or other non-instructional periods**, as determined by the District. Any associated scheduling requirements and costs shall be included in the proposed pricing.
Any planned service interruptions or activities affecting existing District systems shall require prior District approval.

6. **Documentation and Asset Tracking:** The awarded vendor shall provide complete and accurate documentation for all applicable equipment, materials, software, and services delivered or installed under the contract.

For equipment requiring District asset tracking, the vendor shall affix **District-provided asset tags** to each applicable device prior to delivery or installation, as directed by the District.

The vendor shall provide an **electronic inventory spreadsheet in Microsoft Excel format**, containing, at minimum, the following information, where applicable:

- a. Site name and address
- b. Equipment make, model, and serial number
- c. Installation location (MDF, IDF, classroom, or exterior)
- d. Warranty start and end dates
- e. License or subscription term (if applicable)

The inventory spreadsheet shall be submitted to the District **within ten (10) business days** of final delivery or installation and verified by District IT staff prior to final acceptance.

7. **Compliance with Laws and Regulations:** The awarded vendor shall comply with all applicable **federal, state, and local laws, regulations, codes, and ordinances**, including applicable **E-Rate program rules, FCC regulations, California Public Contract Code requirements, and other relevant regulatory requirements**.

The vendor shall maintain all required licenses, registrations, certifications, and permits applicable to the products and services being provided.

All work shall comply with applicable industry standards, manufacturer specifications, and the technical requirements established in the Scope of Work. For projects subject to California public works requirements, the vendor shall comply with all applicable prevailing wage, contractor registration, and other statutory obligations.

8. **District Rights and Selection:** The District reserves the right to make awards **by individual item, by group of items, or in total**, whichever is determined to be in the best interest of the District, subject to applicable procurement requirements.

All items and services identified as required within the solicitation and their respective Scope of Work sections shall be fulfilled as specified, unless otherwise authorized by the District.

The District further reserves the right to **reject any or all proposals, waive minor informalities or irregularities, and negotiate final terms and conditions** with the selected vendor(s), to the extent permitted by applicable law.

The District reserves the right to determine final purchase quantities and authorize additional purchases at the awarded contract pricing, subject to available funding, the awarded contract scope, and applicable procurement requirements.

This competitive bidding project is being awarded under the updated Revised E-Rate competitive bidding rules for Funding Year 2028. Fullerton will be required to upload ALL competitive bidding documents including RFP, vendor bids, bid

evaluation matrixes and vendor correspondence to the new FCC Competitive Bidding Portal when it is released for FY 2028.

2. DEFINITIONS.

- a. As used herein, “RFP” means this Request for Proposal, **RFP: 2027/2028-FSD.01**
- b. As used herein, “District” means the Fullerton School District.
- c. As used herein, “Offeror” means the Firm or Contractor submitting a Proposal.
- d. As used herein, “Offer” means the Proposal.
- e. As used herein, “Contract” means the Agreement included in this RFP.

NETWORK CABLING **PUBLIC WORKS**

1. PROJECT BACKGROUND

Fullerton School District (District) is pleased to issue this Request for Proposals (RFP) from qualified contractors to provide network cabling installation and replacement services across its twenty (20) school sites.

The project includes approximately **1,750 network data drops, consisting of two (2) Category 6A (Cat6A) cable runs per drop, for an estimated total of 3,500 individual cable runs**. Based on an average estimated length of 150 feet per cable run, the project represents approximately **525,000 feet of Cat6A cabling**.

2. SCOPE OF WORK

The District is seeking proposals from qualified contractors to furnish and install Category 6A (Cat6A) network cabling and associated infrastructure at designated locations across its twenty (20) school sites.

The project consists of an estimated **1,750 network data drops, with two (2) individual Cat6A cable runs per drop, totaling approximately 3,500 cable runs**. The District will determine final installation locations and quantities based on site conditions and operational needs.

The District has provided supplemental attachments identifying estimated network data drops by school and classroom type, along with anticipated raceway lengths by room type. These estimates are provided for bidding and planning purposes. Contractors shall account for the necessary materials, labor, and installation requirements within their proposed pricing.

A. Network Data Drop Requirements

1. Each completed network data drop shall consist of two (2) independent Cat6A cable runs originating from the designated Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF).
2. Each drop shall terminate into two (2) **black Cat6A-rated RJ45 keystone jacks installed in a single two-port faceplate**. Black jacks shall distinguish the new Cat6A installations from existing cabling.
3. Classrooms are generally expected to receive two (2) new data drops, typically on opposite sides of the room. Each classroom has at least one existing data drop, and many have two. Existing drops designated for replacement shall be removed and replaced as part of the installation. Where a second drop does not currently exist, the contractor shall provide the necessary new cabling and pathway to complete the installation.
4. Additional installations may include offices, libraries, multipurpose rooms, and other District-designated locations. Final placement shall be coordinated with District IT staff.

5. All cable runs shall comply with applicable Cat6A performance requirements, including industry-standard channel length limitations and applicable Power over Ethernet (PoE) requirements.

B. Existing Cabling Removal and Replacement

1. The project shall include the removal and replacement of designated existing Category 5 (Cat5) cabling associated with the new installations.
2. The contractor shall remove existing cables, jacks, faceplates, and terminations being replaced, including accessible abandoned or disconnected cabling associated with the designated replacement locations.
3. Existing active cabling not designated for replacement shall remain intact and operational.
4. Existing suitable pathways may be reused for new Cat6A installations.
5. Where existing cabling cannot reasonably be removed due to inaccessible pathways or other site conditions, the contractor shall obtain prior District authorization before leaving or such cabling in place.
6. The contractor shall protect existing infrastructure and restore any connections or facilities disturbed or damaged during installation at no additional cost to the District.

C. Patch Panels and Cable Management

1. All new Cat6A cable runs shall terminate at the designated MDF or IDF using compatible Cat6A-rated patch-panel connections.
2. Existing compatible Cat6A patch panels may be utilized where sufficient available ports exist, subject to District IT approval.
3. Where additional capacity is required, the contractor shall furnish and install **modular Cat6A-rated RJ45-to-RJ45 pass-through patch panels**, utilizing inline couplers with RJ45 connections on both the front and rear, without traditional punch-down (IDC) terminations. All necessary couplers, mounting hardware, labeling, and cable management shall be included and compatible with existing District rack infrastructure. Rear cable terminations shall utilize manufacturer-approved Cat6A-rated RJ45 connectors compatible with the pass-through couplers and meet applicable Cat6A certification requirements.
4. The contractor shall provide one (1) **blue Cat6A patch cable per individual cable run** at the MDF/IDF. Patch cables shall generally be one foot (1') in length, with lengths up to three feet (3') provided where necessary to accommodate rack configurations and connection locations. All patch cables shall be factory-terminated, appropriately rated, and compatible with the installed infrastructure. Required cable lengths shall be included in the proposed pricing.
5. All new cabling shall be neatly routed, supported, organized, and labeled. Affected patch panels, cable managers, racks, and associated infrastructure shall be left clean, accessible, and properly organized.
6. Existing copper, fiber connections, and other active infrastructure shall remain intact and operational unless otherwise authorized by the District. Any connections disturbed or damaged during installation shall be properly restored, including necessary re-termination or replacement of connectors, at no additional cost to the District.

D. Raceway, Conduit, and Cable Pathways

1. The contractor shall utilize existing cable pathways, ceiling spaces, raceways, and conduits wherever suitable for the installation of new Cat6A cabling.
2. Where existing pathways are unavailable or unsuitable, the contractor shall furnish and install the necessary raceway, conduit, cable supports, fittings, and associated materials to complete the required installations.
3. The District has provided supplemental reference tables identifying estimated classroom construction types, network data drop quantities, and anticipated raceway lengths by room type. Contractors shall be responsible for evaluating installation requirements and incorporating the necessary materials and labor into their proposed pricing.
4. Surface-mounted raceway shall be low-profile, white unless otherwise approved by the District, and installed in a clean, professional manner. Raceway shall follow architectural lines where practical, with straight, level installation and manufacturer-approved fittings, corners, and end caps.
5. Raceway and conduit shall be appropriately sized, securely fastened, and installed in accordance with applicable codes, manufacturer specifications, and industry standards. Cabling shall be properly supported and protected, with no exposed cabling where raceway or conduit is required.
6. All penetrations shall be properly sealed, including fire-rated penetrations where applicable. The contractor shall restore affected building surfaces and remove installation debris.
7. **All standard pathway, raceway, and conduit work necessary to complete the specified installations shall be included in the proposed pricing.** Additional charges for unforeseen conditions shall require prior written District approval and must comply with the contract's change-order provisions.
8. Final routing and installation locations shall be coordinated with District IT staff.

E. Installation Standards and Workmanship

1. All cabling, connectors, patch panels, and associated components shall be Cat6A-rated and compatible with the proposed installation.
2. All installations shall comply with applicable ANSI/TIA standards, BICSI installation practices, National Electrical Code (NEC) requirements, manufacturer specifications, and applicable building and safety codes.
3. The contractor shall maintain appropriate cable separation, bend radius, pulling tension, cable support, and termination practices.
4. All cable runs shall be continuous, without intermediate splices, unless specifically authorized in writing by the District.
5. Cabling shall not be improperly attached to ceiling grids, electrical conduit, or other unsuitable building infrastructure.
6. All installations shall be completed using professional workmanship, with materials securely mounted and properly finished.
7. Work areas shall be maintained in a clean and safe condition, and all discarded materials, packaging, and installation debris shall be removed upon completion.

F. Labeling and Documentation

1. Each individual Cat6A cable run shall receive a unique identification number.
2. Wall jacks and corresponding MDF/IDF patch-panel ports shall be clearly labeled using durable, legible, and matching identifiers.
3. The contractor shall provide a complete electronic installation and labeling spreadsheet in Microsoft Excel format, including, at minimum:
 - School/site name and installation location.
 - Room number or designated area.
 - Data drop and individual cable identification numbers.
 - Serving MDF or IDF.
 - Patch-panel identification and corresponding port assignments.
 - Wall jack and faceplate identification.
 - Cable certification test result or corresponding reference identifier.
 - District-approved installation deviations or special conditions.
4. The contractor shall provide before-and-after photographs of affected MDF/IDF locations documenting cabling removal, organization, and completed workmanship.
5. Documentation shall accurately reflect the completed installation and shall be provided electronically to the District before acceptance of each completed work authorization.

G. Testing and Certification

1. Every individual Cat6A cable run shall undergo full certification testing using an appropriate calibrated cable certification tester.
2. Testing shall verify compliance with applicable Cat6A performance requirements. Basic continuity testing alone shall not be considered sufficient.
3. Electronic certification test results shall be provided for each cable run and shall correspond to the assigned cable identification numbers.
4. Any installation that fails certification or does not meet the specified requirements shall be corrected or replaced and retested at no additional cost to the District.
5. All required testing and certification documentation shall be completed before the installation is submitted for District acceptance.

H. Contractor Responsibilities and Project Coordination

1. The contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, and incidental services necessary to complete the authorized work.
2. All work shall be coordinated with District IT staff and applicable school site personnel, including site access, installation locations, cable routing, and project scheduling.
3. **All work shall be scheduled to avoid disruption to classroom instruction and normal school operations.** Installation may be required during second shift, weekends, school breaks, or other non-instructional periods as determined by the District.
4. Any planned service interruptions shall require prior District approval.

5. The contractor shall protect existing facilities, equipment, and network infrastructure throughout the project. Any damage resulting from contractor activities shall be repaired or restored at the contractor's expense.
6. The contractor shall not perform additional chargeable work or materially deviate from approved installation requirements without prior written District authorization.
7. The contractor shall be responsible for removal and proper disposal of designated replaced cabling, packaging, and installation debris.
8. All work shall be performed in accordance with the approved Scope of Work and applicable contract requirements.

I. District Inspection and Final Acceptance

1. Completed installations shall be subject to inspection and verification by District IT staff.
2. The contractor shall submit all required labeling records, cable certification results, installation photographs, and associated documentation before requesting acceptance.
3. The District may identify deficiencies, request corrections, and require retesting of installations that do not meet the specified requirements.
4. All deficiencies attributable to the contractor shall be corrected at no additional cost to the District.
5. Final acceptance of each completed work authorization shall be subject to District verification that the installation meets the approved Scope of Work and applicable technical requirements.
6. No installation shall be considered complete until the required installation, testing, documentation, cleanup, and District acceptance have been completed.

J. District School Sites

Network cabling services may be performed at the following District locations, as authorized by the District.

School Sites

Acacia Elementary	1200 N. Acacia Ave., Fullerton, CA 92831
Beechwood School	780 Beechwood Ave., Fullerton, CA 92835
Commonwealth Elementary	2200 E. Commonwealth., Fullerton, CA 92831
Fern Drive Elementary	1400 W. Fern Dr., Fullerton, CA 92833
Fisler School	1340 Starbuck St., Fullerton, CA 92833
Golden Hill Elementary	732 Barris Dr., Fullerton, CA 92832
Hermosa Drive Elementary	400 E. Hermosa, Fullerton, CA 92835
Ladera Vista Jr. High	1700 E. Wilshire, Fullerton, CA 92831
Laguna Road Elementary	300 Laguna Road, Fullerton, CA 92835
Maple Elementary	244 E. Valencia Dr., Fullerton, CA 92835
Nicolas Jr. High	1100 W. Olive Ave, Fullerton, CA 92833
Orangethorpe Elementary	1400 S. Brookhurst Rd., Fullerton, CA 92833

Acacia Elementary	1200 N. Acacia Ave., Fullerton, CA 92831
Beechwood School	780 Beechwood Ave., Fullerton, CA 92835
Commonwealth Elementary	2200 E. Commonwealth., Fullerton, CA 92831
Pacific Drive	1501 W Valencia Dr, Fullerton, CA 92833
Parks Jr. High	1710 Rosecrans Ave., Fullerton, CA 92833
Raymond Elementary	517 N. Raymond Ave., Fullerton, CA 92831
Richman Elementary	700 S. Richman Ave., Fullerton, CA 92832
Rolling Hills Elementary	1460 E. Rolling Hills, Fullerton, CA 92835
Sunset Lane Elementary	2030 Sunset Lane, Fullerton, CA 92833
Valencia Park Elementary	3441 W. Valencia Dr., Fullerton, CA 92833
Woodcrest Elementary	455 W. Baker Ave., Fullerton, CA 92833

1. Contract Term and Documentation Requirements
 - a. **Contract Term:** The contract term shall be from July 1, 2027 to September 30, 2030, with up to two (2) voluntary one-year extensions, for a potential total term through September 30, 2032. Alternatively, bidders may propose a fixed five-year (60-month) term from July 1, 2027 through September 30, 2032. **Any proposal that does not include one of the required contract term options will be considered non-responsive and disqualified.** All pricing, warranties, and terms must remain firm for the selected term.
 - b. Fixed Asset Labeling: Each Switch shall have a District asset tag affixed prior to delivery.
 - c. Inventory Spreadsheet: Provide an Excel inventory listing site name, device type (internal or external), model, serial number, installation location (IDF/MDF/classroom/exterior), warranty start/end dates, and license term.
2. PROCESS. This process is a Request for Proposal/Evaluation/Competitive Negotiation in accordance with Public Contract Code section 20118.2. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of the Contract, each proposal is considered a working document and as such will be kept confidential. The negotiations will be confidential.
3. AWARD. A contract will be awarded and based on the **Evaluation Criteria shown in 16 c.** Responsiveness to the RFP will be established only if the proposal meets the requirements identified in this RFP. The District reserves the right to reject any or all proposals, or to award a contract for the items herein, either in part or in whole, and award a contract that is deemed to be in the best interest of the District. Proposals will be awarded based on the evaluation criteria

established in the RFP. Bidders may submit bids on one, some or all of the five items below:

a. Network Cabling (Public Works)

4. **DUE DATE.** Unless extended by an amendment to the RFP, the due date and time for the receipt of proposals is on or before **December 4th, at 10:00 a.m. PST, at the Purchasing Department ATTN: Mike McAdam @ Fullerton School District, 1401 West Valencia Drive, Fullerton, CA 92833.** Offeror is to submit one (1) digital pdf and excel copy to erate@myfsd.org. It is the sole responsibility of the firm submitting the proposal to ensure that it is actually received by the District prior to the deadline time and due date and at the proper location. Unless this RFP is extended by a written amendment, proposals received after 10 a.m. PST on the due date, will not be accepted.

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal. The District may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.

The proposal submitted must not contain erasure, interlineations, or other corrections unless clearly and conspicuously authenticated by signing in the margin immediately opposite the correction, with the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein.

5. **SCHEDULE.** The following is a schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule.

Event	Date
Advertisement Dates	October 12th 2026, October 19th 2026
Job Walk	October 26th, 2026 @9 AM Pacific Drive Elementary School and Nicolas Jr High
Any RFP/Q (RFI) Request for Information/Questions Submitted to erate@myfsd.org	November 2nd 2026 prior to 4:00pm
All RFP/Q Information/Questions response will be submitted as an Addendum to ARC/Planwell & District Widesite	November 5th 2026 posted
Proposals due	December 4th, 2026 @ 10:00am
Evaluation of RFP responses complete	TBD
Anticipated Board Award	December 15th, 2026

Event	Date
Advertisement Dates	October 12th 2026, October 19th 2026
Job Walk	October 26th, 2026 @9 AM Pacific Drive Elementary School and Nicolas Jr High
Any RFP/Q (RFI) Request for Information/Questions Submitted to erate@myfsd.org	November 2nd 2026 prior to 4:00pm
Anticipated project start date	TBD

6. PREPARATION OF PROPOSALS:

a. CONTENTS OF PROPOSAL

OFFEROR must submit a digital proposal in pdf and excel format. All proposals shall contain the items in the order listed below. The proposal is to demonstrate the qualifications, competence and capacity of the firm as well as specify conformity with all federal, state, District, and local requirements as well as any Public Works requirements needed. Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable California law. Any firm failing to submit information in accordance with the procedures set forth herein will be considered non-responsive and be disqualified.

- i. COVER LETTER: Offeror shall provide an opening statement and any other appropriate statements. The RFP/Q shall be irrevocable through and including **7/31/2027**. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Offeror, and reference 2027/2028-FSD.01 and accept its terms and conditions. Signature indicates agreement to furnish the services in strict accordance with the conditions, requirements, and specifications herein.
- ii. DESCRIPTION OF FIRM: Offeror shall provide a brief description of the firm and statement of interest and qualifications for providing the requested services and include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District.
- iii. CAPACITY & METHODOLOGY: Describe the ability of the Offeror to undertake and accomplish the required scope of services. This description will include a full project timeline for services to be turned up on July 1, 2027. This would include all conduit runs, any trenching, fiber pulls and termination, as well as any city permits.
- iv. CUSTOMER SERVICE TO DISTRICT COMMITMENT: Describe how the Offeror will provide service and fulfill the requirements and expectations of the District. Provide a description of how services will be performed by Offeror.

Offeror is encouraged to provide additional information or description of resources pertinent to the RFP. Include letters of reference or testimonials.

- v. PRICING: Offeror shall propose separate pricing for telecommunication services required by the scope of services. Pricing shall include all costs associated with the services required in this RFP.

- vi. SUBCONTRACTOR REQUIREMENTS: Any subcontractors performing services must be fully listed and detailed in the proposal submitted by the Offeror. Offeror must state any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include subcontractor name and address, management contact person and a complete description of work to be performed. Offeror agrees to bind every subcontractor by the terms and conditions of the District's Contract as far as such terms and conditions are applicable to the subcontractor(s) work. If Offeror subcontracts any part of the work, Offeror shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by the subcontractor. Nothing contained in these documents shall create any contractual relation between any subcontractor and the District.

- vii. NON-COLLUSION DECLARATION: Proposers are required to submit a Non Collusion Declaration with their proposals on the forms provided in this proposal. See document at the end of the RFP/Q.

- viii. INSURANCE REQUIREMENTS: Prior to execution of a contract and commencement of any work selected firm(s) will be required to provide certificate(s) of insurance , naming the District as an additional insured, for the following levels of coverage.

Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

Automotive Liability: Commercial: \$1,000,000 limit per occurrence

Workers Compensation Insurance: Proof of Workers Compensation is required in the vendor has employees

- 7. INDEMNIFICATION: The Contractor shall indemnify, pay for the defense of, and hold harmless District and its Board of Education, officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless District of and from any

such payment or liability arising out of or in any manner connected with the Contractor's performance under this Agreement.

8. CLARIFICATIONS: Offeror shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Should the District omit anything from this RFP, which is necessary for a clear understanding of its requirements, or should it appear that various instructions are in conflict, the Offeror shall secure written instruction from the Director of Business Support Services & Projects on or before November 2nd 2026, prior to 4:00pm PST. If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request for such explanation or clarification. Requests must be made in writing in e-mail ONLY should be addressed to the Director of Business Support Services & Projects, erate@myfsd.org. The District will advise all Offerors known to have received a copy of the RFP of the explanation or clarification, either by letter or formal RFP amendment via e-mail as the District may in its sole discretion deem appropriate.
9. TIME IS OF THE ESSENCE: It is to be understood that time is of the essence in this RFP and that the Offeror will be required to perform their work within the District's Schedule. The District and the Offeror shall agree mutually on any changes in the schedule.
10. COMPLIANCE: Offeror shall familiarize himself/herself with all Federal, State and local laws, codes, ordinances and regulations which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits, and fees to be paid or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of any Offeror will not in any way excuse such Offeror from the necessity of full compliance with every such law, code, ordinance or regulation. All Federal, State and local laws, codes, ordinances and regulations which are applicable shall be complied with including, but not limited to, those specified in these documents.
11. AMENDMENTS: District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments (by email) to all potential Offerors known to have received a copy of the RFP.
 - a. Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by any one of the following means:
 - i. In the cover letter or proposal.
 - ii. By signing and returning a copy of the amendment.
 - iii. By e-mail, but **NOT** by telephone.
 - b. Regardless of the delivery method employed by the Offeror, acknowledgement of receipt of amendments must be actually received by the District prior to the specified deadline. Failure to acknowledge in writing the receipt of any amendments may result in proposal rejection.

12. VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal must be firm and irrevocable, and remain open and valid for District acceptance through July 31, **2027**.
13. SUBMITTING PROPOSALS: Only electronic (email) proposals will be considered.
14. MODIFICATION OR WITHDRAWAL OF PROPOSAL: An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.
15. LATE PROPOSALS: No proposal or proposal modification received after the due date deadline will be considered.
16. PROPOSAL EVALUATION: It is anticipated that a contract will be made with the Offeror whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.
This Network Cabling project is classified as Public Works, and contract award shall be made to the lowest responsive and responsible bidder in accordance with applicable California Public Contract Code requirements.
- a. Offerors must provide a list of all required installation work at each location.
 - b. Offerors are advised that all proposals will be evaluated to determine which proposal is in the overall best interest of the District. Accordingly, evaluation will include following criteria:
 - c. **Evaluation Criteria**
Network Cabling is Public Works. Pricing evaluation will be **based 100% on E-Rate Eligible Price**.
 - i. All bid forms must be included and completed as to the instructions on the bid forms.
 - ii. Minimum qualifications: (1) the firm is licensed to conduct business in California; (2) the firm has no conflict of interest with regard to any other work performed by the firm for the District; and (3) the firm has a demonstrable record of quality work.
 - iii. The district reserves the right to seek references outside of those provided by the vendor/provider.
 - iv. **Prospective Service Providers will be required to submit with the proposal describing experience with comparable projects in the K-12 customer market and their SPIN number and their FCC Registration Number (FRN). Failure to supply these documents may be considered grounds for disqualification.**
 - d. E-Rate Requirements is a part of this RFP. See <http://www.usac.org/sl/tools/default.aspx>
 - e. The District requires certification by the awarded contractor, prior to project commencement, concerning criminal records check in accordance with California law. Participating contractors must have an active (SPIN) Service Provider Identification Number with the SLD.

All requests for information should be made in writing via e-mail to

erate@myfsd.org by the date specified on Page 1 (November 2nd 2026 Prior to 4:00pm). All questions and answers will be posted on the USAC 470 website under the Additional Documentation Column of this 470# 270001338

17. AGREEMENT REQUIREMENTS:

Offeror will be required to promptly enter into the Agreement included in this RFP. In addition to the requirements outlined in this RFP, service providers may be subject to additional requirements as outlined on the DGS website at <http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx>

18. DISTRICT RIGHT TO TERMINATE CONTRACT

If the Contractor refuses or fails to prosecute the services, work, or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which any extension of time is provided, to comply with contracted services, supply enough properly skilled workmen, proper materials to complete the work in time specified, or if Contractor should fail to make prompt payment to any subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or its subcontractors should violate any of the provisions of this contract, then the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In such cases, the Contractor shall not be entitled to receive any further payment until work is finished. The foregoing provision is in addition to and not in limitation of any other rights or remedies available to the District.

Proposals **MUST** be submitted by email to:

Mike McAdam
Director of Business Support Services & Projects
erate@myfsd.org

Written proposals are due by the date and time specified on Page 1 (December 4th 2026 @ 10 AM). It is the vendor's responsibility to verify that the bid has been received.

Late proposals will not be accepted.

ATTACHMENT A

INFORMATION REQUIRED OF OFFEROR

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause rejection of the proposal. Additional sheets may be attached or referenced to Proposal materials as necessary.

If the same information is provided elsewhere in your Proposal materials, then please feel free to clearly identify a reference in response to any of the questions.

“You” or “your” as used herein refers to the Offeror’s firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

- (1) Firm name, address and contact information:

- (2) Telephone: _____ Facsimile: _____

- (3) Type of firm: (check one)

Individual _____ Partnership _____ Corporation _____

Subsidiary _____ Government Entity _____

- (4) Names titles and telephone numbers of all principals/officers of the firm:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (5) How many years has your firm been in business under its present business name? Firm must be in business for a minimum of five (5) years. _____
- (6) Have you provided similar services to school districts? _____ Yes/No
How Many? _____
- (7) Please list the school districts that your firm has provided similar services within the last five (5) years.

SECTION B – LEGAL

- (8) Has your firm ever had a service agreement terminated for default in the prior five (5) years? If the answer is "Yes," provide details, including the name of the other party.

(9) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to similar services during the past five (5) years? If the answer is "Yes", provide the name of the other party and details of the dispute

(10) Do you now or have you ever had any direct or indirect business, financial or other connection with any official or employee of the District? _____ Yes/No
If so, please elaborate.

(11) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? _____.Yes/No

SECTION C – ADDITIONAL INFORMATION

13) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

REFERENCES

(14) List the names, addresses and telephone numbers, of three (3) customers whom you provided substantially the same type of work specified within California within the past five (5) years. Information obtained through the references will be evaluated by the District. References should be the same size district or larger.

	Name	Address	Telephone Number
1.			
2.			
3.			

- (9) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to similar services during the past five (5) years? If the answer is "Yes", provide the name of the other party and details of the dispute

- (10) Do you now or have you ever had any direct or indirect business, financial or other connection with any official or employee of the District? _____ Yes/No
If so, please elaborate.

- (11) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? _____.Yes/No

SECTION C – ADDITIONAL INFORMATION

- 13) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

REFERENCES

- (14) List the names, addresses and telephone numbers, of three (3) customers whom you provided substantially the same type of work specified within California within the past five (5) years. Information obtained through the references will be evaluated by the District. References should be the same size district or larger.

	Name	Address	Telephone Number
1.			
2.			
3.			

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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 thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror is true and correct. Executed this ____ day of _____, 2026, at _____, State of _____.
City, County

Signature

Print Name

Title

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

Labor Code section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which 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 provision before commencing the performance of the work of this Contract.

Signature

Print Name

Date

Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Fullerton School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____ CONTRACTOR: _____

BY: _____

Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR: _____

By: _____
Signature

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Fullerton School District**, ("District") and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Project : Network Cabling

("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\$ _____ **DOLLARS,**

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on

Date: _____, 20_____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Project : Network Cabling

("Project" or "Contract")

1. **Listed.** Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. **CSLB Number.** Bidder must provide the Contactor State License Board number ("**CSLB No.**") for all listed subcontractors.
3. **DIR Number.** Bidder must provide the Department of Industrial Relations registration number ("**DIR No.**") for all listed subcontractors.
4. **Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.
5. **No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.
6. **Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees that it is qualified to perform that scope of Work and will perform that scope of Work, or be subjected to penalty under applicable law.
7. **Alternate Work.** If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
8. **Prequalification.** If the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors must also have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.
9. **DVBEs.** Bidder must indicate which, if any, of its subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
10. **Bidders may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. within twenty-four (24) hours after bid opening.**
11. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

By: _____ (Print Name)

Title: _____

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:

END OF DOCUMENT

BID FORM

TO: Fullerton School District, acting by and through its Governing Board, herein called "District".

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

**2. RFP: 2027/2028-FSD.01
FULLERTON SCHOOL DISTRICT - NETWORK CABLING**

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Main Office of said District for amounts set forth herein:

Bidder Acknowledgement of the following addendum(s):

Number Number Number Number Number Number

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3.

Network Cabling	Total Cash Price in words	Total Cash Price in numbers
Network Cabling (Eligible E-Rate Cost)**		\$
Network Cabling (Ineligible E-Rate Cost) Example: Payment Bond etc.		\$
Total from above: Network Cabling (Eligible E-Rate Cost) + Network Cabling (Ineligible E-Rate Cost) Example: Payment Bond etc. = Total Base Bid		Total Base Bid:\$

****E-Rate eligible pricing required: Confirmed bid price above is 100% E-Rate eligible: Yes or No (Circle either Yes or No)**

*****Public Works Project, Prevailing wages apply, Awarded based on Lowest Responsive, Responsible Bidder***

****Awarded "Network Cabling" bid will be based on total Eligible E-Rate Cost ONLY.**

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

BID FORM CONT.

Proper Name of Company: _____

Name of Bidder Representative: _____

Street Address: _____

City, State, and Zip: _____

() _____

Phone Number

() _____

Fax Number

E-Mail: _____

By: _____
Signature of Bidder Representative

Date: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together

with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response ("Proposal") in response to this Solicitation ("RFP/RFB/RFQ").

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

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of Agreement(s) and/or E-Rate funding approval is approved, the Applicant 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 Applicant.

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/cores/userLogin.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html

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

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

g. Goods and services provided shall be clearly designated as "E-Rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.

h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>.

Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

i. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

k. Service 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/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain>.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

o. All RFP bid documents, addendums, bids, evaluation, and vendor correspondences will be uploaded to the E-Rate Competitive Bidding portal as required by the FCC.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval except for a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider 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 Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

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

4) Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2

Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 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.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014).
<https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order>

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

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

The E-Rate program requires that all records be retained for at least ten (10) years from the

last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

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

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).

THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

2027/2028-FSD.01 Erate Attachment 1

Table 1: District School Sites and Estimated Network Data Drops

School	Classrooms (Drop Ceiling)	Classrooms (NonDrop Ceiling)	Classroom Portables	Classroom Data Drop Total	Media Center / Library	Misc Room / Office	MPR	Other Rooms Data Drop Total	TOTAL Drops	TOTAL Lines
Acacia Elementary	16	8	6	60	1	14	1	16	76	152
Beechwood School	10	2	23	70	1	14	1	16	86	172
Commonwealth Elementary	24	3	1	56	1	14	1	16	72	144
Fern Drive Elementary	0	26	5	62	1	14	1	16	78	156
Fisler School	36	3	4	86	1	14	1	16	102	204
Golden Hill Elementary	0	22	12	68	1	14	1	16	84	168
Hermosa Drive Elementary	16	4	5	50	1	14	1	16	66	132
Ladera Vista Jr. High	0	33	7	80	1	14	1	16	96	192
Laguna Road Elementary	0	19	9	56	1	14	1	16	72	144
Maple Elementary	14	16	0	60	1	14	1	16	76	152
Nicolas Jr. High	38	5	6	98	1	14	1	16	114	228
Orangethorpe Elementary	27	8	12	94	1	14	1	16	110	220
Pacific Drive	16	17	7	80	1	14	1	16	96	192
Parks Jr. High	33	2	7	84	1	14	1	16	100	200
Raymond Elementary	0	26	3	58	1	14	1	16	74	148
Richman Elementary	0	35	12	94	1	14	1	16	110	220
Rolling Hills Elementary	0	24	4	56	1	14	1	16	72	144
Sunset Lane Elementary	19	4	12	70	1	14	1	16	86	172
Valencia Park Elementary	27	3	13	86	1	14	1	16	102	204
Woodcrest Elementary	0	27	4	62	1	14	1	16	78	156
1430									1750	3500

(NOTE: These are merely estimated tabulations.)

Table 2: Raceway Reference by Room Type

Room Type		Estimated Raceway Length
Classroom – Drop Ceiling		10 foot
Classroom – Non-Drop Ceiling		20 feet
Portable Classroom		10 foot
Multipurpose Room (MPR)		40 feet
Media Center / Library		40 feet
Miscellaneous Room		15 feet
Kitchen		30 feet
(NOTE: These are merely estimated tabulations.)		