



**REQUEST FOR PROPOSAL (RFP)
MULTI-YEAR CONTRACT FOR E-RATE ELIGIBLE
2026 WIDE AREA NETWORK (WAN) SERVICES
RFP No. SFUSD-PD-FY26_#73_WAN_E-Rate 2026**

E-Rate FY 2026 FCC FORM 470 No. 260003120

EMAIL PROPOSALS TO

Herbert Valmores at valmoresh@sfusd.edu

PROPOSAL DUE DATE AND TIME

Wednesday, December 3, 2025 by 5:00PM (Pacific Standard Time)

1.0 Overview of Request for Proposals

1.1 Publication of Request for Proposals

The San Francisco Unified School District (“SFUSD” or “District”) Department of Technology is soliciting Requests for Proposals (RFP) from qualified and responsible Proposers to supply related services for Wide Area Network (WAN). The District hereby invites all interested Proposers to submit a proposal for requested materials, and any other related items required for performance under the RFP. Proposer responses that do not comply with the format, forms and other criteria indicated, may be ruled non-responsive.

This is an RFP pursuant to California Public Contract Code 20118.1: In accordance with the California Public Contract Code section 20118.1, the District may contract with any one of the three lowest responsible Proposers who, in the District's sole discretion, best meet the needs of the District as set forth in the Proposal Documents.

- Please go to the following link to view and download the proposal package
- Please look for “RFP No. SFUSD-PD-FY26_#73_WAN_E-Rate 2026 (Multi-Year Contract for E-Rate Eligible Wide Area Network (WAN) Services)” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this proposal will be posted here: <https://www.sfusd.edu/business-with-sfusd/current-rfps-rfqs-rfos-rfis>

- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District (“SFUSD” or “District”), Procurement Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, Proposers are required to respond according to the instructions contained in the RFP. Proposers will respond utilizing the format, forms and other criteria indicated in the RFP.
- Proposer responses that do not comply with the format, forms and other criteria indicated, will be rejected. The District reserves the right to refuse all proposals.
- Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Proposer is requested not to contact any individual, within the District, except those designated on the RFP, prior to the publication of the District’s intent to award. Please note that inappropriate contacts by a prospective Proposer may subject the Proposer to disqualification from the contract award process.
- The District reserves the right to refuse any and all proposals, and to waive any irregularities or informalities in any proposal or in the proposal process.
- The District reserves the right to amend this RFP as necessary.
- The District reserves the right to negotiate all terms, conditions, scope of work, and costs before award of contract.
- All materials submitted to the District in response to this RFP shall remain the property of the District.
- The District shall not be responsible for the costs of preparing any proposal in response to the RFP.
- The intent of the award of the proposal will be posted on the District’s website. The award resolution will be submitted for approval to the SFUSD Board of Education at the public Board meeting on Tuesday, January 13, 2026.

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1.3 Timeline and Key Dates

The anticipated schedule for this solicitation event is as follows.

MILESTONE	Weekday	Date
RFP Issue Date	Wednesday	November 5, 2025

RFP Document Posting (SFUSD Website)	Wednesday	November 5, 2025
RFP First Advertising Run Date	Wednesday	November 5, 2025
RFP Second Advertising Run Date	Wednesday	November 12, 2025
Pre-Proposal Question and Errors and Omissions Submission Deadline at 5:00 pm (PST)	Wednesday	November 19, 2025
Question and Answer Posting (SFUSD Website)	Wednesday	November 26, 2025
RFP Proposal Due at 5:00 pm (PST)	Wednesday	December 3, 2025
Proposers' Presentations Date/Time at 5:00 pm (PST) (SFUSD Website)	Thursday	December 4, 2025
Proposer Presentation (Remotely)	Tuesday to Friday	December 9, 2025 through December 12, 2025
Intent to Award Notice at 5:00 pm (PST) (Anticipated)	Wednesday	December 17, 2025
Board of Education Approval Date (Anticipated)	Tuesday	January 13, 2026
Contract Start Date (Anticipated)	Wednesday	July 1, 2026

2.0 Background Information

The San Francisco Unified School District is the sixth largest school district in California, serving more than 50,000 students who speak more than 44 languages across 132 schools in San Francisco every year. We aim for every student who attends SFUSD schools to discover his or her spark, along with a strong sense of self and purpose, and that all students graduate from high school ready for college and career, and equipped with the skills, capacities and dispositions outlined in SFUSD's Graduate Profile.

The technology infrastructure at many SFUSD schools is inadequate to support SFUSD's strategic endeavors of building the Digital District by redefining the student learning experience, developing critical tools and systems, and building a resilient infrastructure. SFUSD requires reliable connectivity services that are always available and scalable to support the student learning experience of receiving rich digital contents, tailored to their unique needs, abilities, and in a 1:1 device environment.

3.0 Scope of Work

3.1 Purpose and Expectations

SFUSD is soliciting proposals for private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network to all schools and administrative offices. WAN services shall be in the form of a private (non-shared) fiber optic network connecting the following schools and SFUSD offices in a ring architecture at a minimum speed of 40 Gbits/second (Gbps) and 100 Gbps option:

No.	SCHOOL/SITE NAME	SCHOOL/SITE ADDRESS	ZIP CODE
1	SFUSD Main District Office	555 Franklin Street	94102
2	Abraham Lincoln High School	2162 24 th Avenue	94116
3	Thurgood Marshall High School	45 Conkling Street	94124
4	George Washington High School	600 32 nd Avenue	94121

Additionally, proposals shall include connectivity from each of the following schools and administrative offices to at least one of the 40 Gbps and 100 Gbps private (non-shared) fiber optic ring node sites. This connectivity shall be at a minimum of 10 Gbps and 100 Gbps.

No.	SCHOOL/SITE NAME	SCHOOL/SITE ADDRESS	ZIP CODE
Early Education Schools (EES)			
1	Argonne EES	750 16 th Avenue	94118
2	Commodore Stockton EES	1 Trenton Street	94108
3	Jefferson EES	1350 25 th Avenue	94122
4	John McLaren EES	2055 Sunnydale Avenue	94134
5	Junipero Serra EES	155 Appleton Avenue	94110
6	Leola Havard EES	1520 Oakdale Avenue	94124
7	Noriega EES	1775 44 th Avenue	94122
8	San Miguel EES	300 Seneca Avenue	94112
9	Theresa S. Mahler EES	990 Church Street	94114
10	Tule Elk Park EES	2110 Greenwich Street	94123
11	Zaida Rodriguez EES	421 Bartlett Street	94110
Elementary Schools (ES) and PreK-8 Schools			
12	Alamo ES	250 23rd Avenue	94121
13	Alice Fong Yu	1541 12 th Avenue	94122
14	Alvarado ES	625 Douglass Street	94114
15	Argonne ES	680 18 th Avenue	94121
16	Bessie Carmichael (PreK-5 Campus)	375 7 th Street	94103
17	Bret Harte ES	1035 Gilman Avenue	94124
18	Bryant ES	2641 25 th Street	94110
19	Buena Vista Horace Mann K-8 Community School	3351 23rd Street	94110

20	Cesar Chavez ES	825 Shotwell Street	94110
21	Chinese Immersion School at De Avila	1250 Waller Street	94117
22	Claire Lilienthal (K-2 Madison Campus)	3950 Sacramento Street	94118
23	Claire Lilienthal (3-8 Scott Campus)	3630 Divisadero Street	94123
24	Clarendon ES	500 Clarendon Avenue	94131
25	Cleveland ES	455 Athens Street	94112
26	Commodore Sloat ES	50 Darien Way	94127
27	Daniel Webster ES	465 Missouri Street	94107
28	Diane Feinstein ES	2550 25 th Avenue	94116
29	Dolores Huerta ES	65 Chenery Street	94131
30	Dr. Charles R. Drew College Preparatory Academy	50 Pomona Street	94124
31	Dr. William L. Cobb ES	2725 California Street	94115
32	Edwin and Anita Lee Newcomer ES	950 Clay Street	94108
33	E.R. Taylor ES	423 Burrows Street	94134
34	El Dorado ES	70 Delta Street	94134
35	Francis Scott Key ES	1530 43 rd Avenue	94122
36	Frank McCoppin ES	651 6 th Avenue	94118
37	Garfield ES	420 Filbert Street	94133
38	Dr. George Washington Carver ES	1360 Oakdale Avenue	94124
39	George Peabody ES	251 6 th Avenue	94118
40	George R. Moscone ES	2576 Harrison Street	94110
41	Glen Park ES	151 Lippard Avenue	94131
42	Gordon J. Lau ES	950 Clay Street	94108
43	Grattan ES	165 Grattan Street	94117
44	Guadalupe ES	859 Prague Street	94112
45	Harvey Milk Civil Rights Academy	4235 19 th Street	94114
46	Hillcrest ES	810 Silver Avenue	94134
47	Jean Parker ES	840 Broadway Street	94133
48	Jefferson ES	1725 Irving Street	94122
49	John Muir ES	380 Webster Street	94117
50	John Yehall Chin ES	350 Broadway	94133
51	Jose Ortega ES	400 Sargent Street	94132
52	Junipero Serra ES	625 Holly Park Circle	94110
53	Lafayette ES	4545 Anza Street	94121
54	Lakeshore ES	220 Middlefield Drive	94132
55	Lawton Alternative School (K-8)	1570 31 st Avenue	94122
56	Leonard Flynn ES	3125 Cesar Chavez Street	94110
57	Longfellow ES	755 Morse Street	94112
58	Malcolm X Academy ES	350 Harbor Road	94124
59	Marshall ES	1575 15 th Street	94103
60	McKinley ES	1025 14 th Street	94114
61	Miraloma ES	175 Omar Way	94127
62	Mission Bay School	1415 Owens Street	94158
63	Mission Education Center ES	1670 Noe Street	94131

64	Monroe ES	260 Madrid Street	94112
65	New Traditions Creative Arts ES	2049 Grove Street	94117
66	Paul Revere (PreK-8) School	555 Tompkins Avenue	94110
67	Redding ES	1421 Pine Street	94109
68	Robert L. Stevenson ES	2051 34 th Avenue	94116
69	Rooftop School (PreK-4 Burnett Campus)	443 Burnett Street	94131
70	Rooftop School (5-8 Mayeda Campus)	500 Corbett Avenue	94114
71	Rosa Parks ES / Raphael Weill EES	1501 O'Farrell Street	94115
72	San Francisco Community K-8 School	125 Excelsior Street	94112
73	San Francisco Public Montessori ES	2340 Jackson Street	94115
74	Sanchez ES	325 Sanchez Street	94114
75	Sheridan ES	431 Capitol Avenue	94112
76	Sherman ES	1651 Union Street	94123
77	Spring Valley ES	1451 Jackson Street	94109
78	Starr King ES	1215 Carolina Street	94107
79	Sunnyside ES	250 Foerster Street	94112
80	Sunset ES	1920 41st Avenue	94116
81	Sutro ES	235 12th Avenue	94118
82	Tenderloin ES	627 Turk Street	94102
83	Ulloa ES	2650 42nd Avenue	94116
84	Visitacion Valley ES	55 Schwerin Street	94134
85	West Portal ES	5 Lenox Way	94127
86	Yick Wo Alternative ES	2245 Jones Street	94133
Middle Schools (MS)			
87	Aptos MS	105 Aptos Avenue	94127
88	A. P. Giannini MS	3151 Ortega Street	94122
89	Bessie Carmichael (6-8 Campus)	824 Harrison Street	94107
90	Dr. Martin Luther King Jr. Academic MS	350 Girard Street	94134
91	Everett MS	450 Church Street	94114
92	Francisco MS	2190 Powell Street	94133
93	Herbert Hoover MS	2290 14 th Avenue	94116
94	James Denman MS	241 Oneida Avenue	94112
95	James Lick MS	1220 Noe Street	94114
96	Marina MS	3500 Fillmore Street	94123
97	Presidio MS	450 30 th Avenue	94121
98	Roosevelt MS	460 Arguello Blvd.	94118
99	Visitacion Valley MS	1971 Visitacion Avenue	94134
100	Willie L. Brown Jr. MS	2055 Silver Avenue	94124
High Schools (HS)			
101	Ruth Asawa San Francisco School of the Arts	555 Portola Drive	94131
102	Balboa HS	1000 Cayuga Avenue	94112
103	Downtown HS	693 Vermont Street	94107

104	Galileo Academy of Science and Technology	1150 Francisco Street	94109
105	Ida B. Wells HS	1099 Hayes Street	94117
106	Independence HS	1350 7 th Avenue	94122
107	John O'Connell HS	2355 Folsom Street	94110
108	June Jordan School for Equity HS	325 La Grande Avenue	94112
109	Lowell HS	1101 Eucalyptus Drive	94132
110	Mission HS	3750 18th Street	94114
111	Phillip and Sala Burton Academic HS	400 Mansell Street	94134
112	Raoul Wallenberg HS	40 Vega Street	94115
113	San Francisco International HS	655 De Haro Street	94107
County Schools			
114	Civic Center Secondary School	727 Golden Gate Ave.	94102
115	Hilltop + El Camino Alternative Schools	2730 Bryant Street	94110
116	Woodside Learning Center	375 Woodside Avenue, Ste 332	94127
117	KIPP SF College Prep	1195 Hudson Avenue	94124
Administrative Offices			
118	SFUSD Special Education Office	3045 Santiago Street	94116
119	SFUSD Buildings and Grounds Office	834 Toland Street	94124
120	SFUSD Business Services and Facilities	135 Van Ness Avenue	94102
121	SFUSD Curriculum and Instruction	735 24 th Avenue	94121
122	SFUSD Early Education Department	20 Cook Street	94118
123	Mission Preparatory School	1050 York Street	94110
124	SFUSD Physical Education Department	95 Gough Street	94102
125	SFUSD School Health Program	1515 Quintara Street	94116
126	SFUSD Student Nutrition Services	841 Ellis Street	94109
127	SFUSD Transportation and Warehouse	1000 Selby Street	94124
SFUSD Swing Space for Schools Undergoing Modernization Construction			
128	SFUSD Swing Space #1	940 Filbert Street	94133
129	SFUSD Swing Space #2	657 Merchant Street	94111

3.2 Qualifications Requirements

Section	Qualification Requirements
3.2.1	Proposer acknowledges that purchase will be contingent upon SFUSD Board of Education Approval, successful completion of the SFUSD contracting procedures, and funding approval.
3.2.2	Proposer agreement to Schools and Libraries Division (SLD) Service Provider Invoicing (SPI) format for reimbursement/payment.

3.2.3	Proposer guarantees that all fiber installation is completed in compliance with applicable City and County of San Francisco construction and building codes.
3.2.4	Proposer agrees to provide all permits within the scope and cost of the proposal submitted.
3.2.5	Proposer must demonstrate to SFUSD's satisfaction that the proposed Service Provider is financially sound and is likely to remain strongly committed to the data communications field and the San Francisco Bay Area for the next ten (10) years. The Proposer must submit, with the proposal, a copy of their most recent annual report. If the Proposer is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report shall be provided.
3.2.6	Accompanying each proposal shall be a cashier's or certified check payable to San Francisco Unified School District, or an original Proposal Bond equivalent to ten percent (10%) of the total Proposal amount. The Performance Bond must be in the form provided (see Attachment D), and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or proposal bond shall guarantee that the Proposer, if awarded the Contract, will execute and deliver required Contracts, Bonds and Insurance requirements. Unsuccessful Proposer's cashier's check, certified check or proposal bond will be returned within thirty (30) days upon approval of the Board to the successful Proposer. Successful Proposer's cashier's check, certified check or proposal bond will be returned within thirty (30) days upon full execution of all Contract documents. Proposers must contact this RFP's point of contact through email to schedule an appointment to drop off and pick up the cashier's check certified check, or proposal bond.
3.2.7	Within fifteen (15) days after notification of intent to award the Contract, the successful Contractor must provide to the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value. The performance bond shall be for three (3) years, renewable yearly thereafter. The performance bond shall be in the form provided (Attachment D – Performance Bond).

3.3 Wide Area Network Requirements

Section	Wide Area Network Requirements
3.3.1	Provide private (non-shared) fiber optic network service capable of connecting the following four nodes; SFUSD Main District Office, Abraham Lincoln High School, George Washington High School, and Thurgood Marshall High School in a ring architecture at 40 Gbps and 100 Gbps bandwidth. Proposer must: <ul style="list-style-type: none"> Furnish and install all necessary pathways and conduit to extend circuit from Main Point of Entry (MPOE) to building Main Distribution Frame (MDF).

	<ul style="list-style-type: none"> • Furnish and install all necessary fiber cable to extend circuit to building MDF. • Obtain all applicable permits for construction from the City and County of San Francisco. • Complete all necessary trenching and/or coring to support circuit installation. • Propose a solution that is compatible with current District Cisco Catalyst architecture and design in particular to Cisco Catalyst 9407 series, Cisco Catalyst 3850 models and Cisco Catalyst 9300. • Propose a solution that is compatible with supported SFP as well as QSFP module transceivers supporting high-speed fiber connection. • Supply all additional intermediary devices per connectivity requirements for the 100/10 Gbps such as SFPs, QSFPs and other necessary equipment for all sites and offices mentioned in this RFP. • Provide Uninterruptible Power Supplies (UPS) for any active equipment needed by the circuits, if applicable. • Provide all programming of equipment supplied by the Proposer that is needed for connectivity.
3.3.2	<p>Provide private (non-shared) fiber optic network service capable of connecting 121 schools, 2 Swing Space (see Page 8, No. 128 and No. 129) and 10 administrative offices at a minimum of 10 Gbps and 100 Gbps bandwidth to the respective 40 Gbps and 100 Gbps node per Attachment A.</p> <p>Proposer must:</p> <ul style="list-style-type: none"> • Furnish and install all necessary pathways and conduit to extend circuit to building's Main Distribution Frame (MDF). • Furnish and install all necessary cable (fiber and/or copper) to extend circuit from Main Point of Entry (MPOE) to building MDF. • Provide a dedicated engineer to oversee circuit migration, and address technical needs during the switchover phase. This is not to request work from support, but an actual dedicated engineer who is familiar with the project specifics. • Provide additional racks at each of the four (4) ring sites, should the project require space to work in parallel during circuit/network migration. • Obtain all applicable permits for construction from the City and County of San Francisco. • Complete all necessary trenching and/or coring.
3.3.3	<p>SFUSD desires the ability to increase bandwidth in the future to meet demand. Proposals must include rates for the current 40 Gbps connection and a future, potential 100 Gbps bandwidth connection option, which describes the Proposer's ability to scale the proposed solution to meet greater bandwidth demands.</p>
3.3.4	<p>The Proposer must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. The Proposer will provide critical alerts to SFUSD Technical Contacts via email, and notification of service outages via telephone to SFUSD Technical Contacts along with status</p>

	and estimated time of restoral (ETR). These alert services will be maintained for the duration of the contract.
3.3.5	The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streamlining digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. New circuits, if any, will be required to handle jumbo frame configuration of 9000 MTU and above.
3.3.6	The optical fiber shall be single mode fiber, installed and operating in conformity with generally accepted standards. Labeling of the circuits will consist of machine printed labels with circuit ID as well as address location. Handwritten labels are not acceptable.
3.3.7	The parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services or obligations directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party's reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or Proposer site, or by District or Proposer Personnel, constitute a Force Majeure Event under this Agreement.
3.3.8	Provide at least three weeks' notice of any proposed network maintenance or upgrade activity that may interrupt service delivered to SFUSD.
3.3.9	Service Provider shall perform all operation, administration and maintenance of the fiber between SFUSD endpoints.
3.3.10	In the event of a notice to the Service Provider of a network transport failure requiring maintenance or repair, the Service Provider will respond verbally within one (1) hour.
3.3.11	In the event of a notice to the Service Provider of a network transport failure requiring maintenance or repair, the Service Provider will respond on-site within three (3) hours.
3.3.12	Proposer must provide cancellation of services without financial penalties if a school or site is closed. SFUSD may cancel any services to a school or site entirely without penalties after a 30-day notice to the Service Provider.
3.3.13	Proposer must provide suspension of services without financial penalties if a school or site is under modernization construction. SFUSD may suspend services to a school or site without penalties after a 30-day notice to the Service Provider.
3.3.14	Proposer must be able to provide service coverage for the entire District.

3.3.15	Proposer agrees to provide the District the ability to relocate the fiber line upon request, at no additional cost to the District.
3.3.16	Proposer shall complete the migration services set forth herein by the connectivity due date of June 30, 2026. There will be a 10 calendar day grace period offered before liquidated damages will be assessed. If the services are not complete by the end of the 10-day grace period, liquidated damages will be assessed at \$100.00 per calendar day per site until the connectivity is established.

4.0 Proposal Format, Content, and Submission

Proposers shall abide by these format, content, and submission requirements and procedures. The District reserves the right to reject any Proposals that fail to meet these requirements and procedures. Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the California Public Records Act, should not be included in the Proposer's response, as it may be subject to disclosure and made available to the public. By submitting materials in response to this RFP, Proposers are (1) consenting to the release of such materials by the District if requested under any applicable public disclosure laws without further notice to them and (2) agreeing to indemnify and hold the District harmless for such release of the materials.

4.1 Proposal Format

- A. Proposers shall use only prescribed forms contained in the attachments to this RFP. Proposers may copy the forms for use in their proposal submission, but substituted forms or formats are unacceptable.
- B. Proposals must be consecutively numbered on each page. Different sections of the proposal must be properly delineated with a section heading. Include a table of contents with page numbers of the material contained in the Proposal.

4.2 Proposal Content

The proposal response package must be submitted in its entirety to include the following items:

4.2.1 Proposal Identification Statement

The Proposer must provide the organization name, mailing address, and primary contact person's full name, email, and phone number. This contact will receive the calendar invite for the required virtual proposer presentation.

4.2.2 Response to Requirements

The response must contain all responses to the requirements in this RFP with organization in the same format and order as presented in this RFP. All cost information required must be included in the response. The Proposer shall submit the proposal organized in the following format:

4.2.2.1 Table of Contents

The table of contents and Proposal will conform to the same order as presented in this RFP.

4.2.2.2 Exceptions

This section of the Proposal will note any exceptions to the requirements and conditions taken by the Proposer. Identify, with explanation, any requirements and/or conditions of this RFP with which you cannot or will not comply. If exceptions are not noted, the District will assume that a Proposer's Proposal meets those requirements and conditions.

4.2.2.3 Qualifications Requirements Response

This section must include a response to each requirement in Section 3.2, Qualifications Requirements, utilizing the RFP Response Template provided by the District under **Attachment A - Response Template: Requirements Response Worksheet (Tab 1)**. **Note: There are four (4) tabs in total as part of Attachment A that must be completed.**

4.2.2.4 Wide Area Network Requirements Response

This section must include a response to each requirement in Section 3.3, Wide Area Network Requirements, utilizing the RFP Response Template provided by the District under **Attachment A - Response Template: Requirements Response Worksheet (Tab 1)**. **Note: There are four (4) tabs in total as part of Attachment A that must be completed.**

4.2.2.5 Cost Response

This section must itemize all costs chargeable to the District utilizing the RFP Response Template provided by the District under **Attachment A - Response Template: Pricing Response Worksheet (Tab 2)**. **Note: There are four (4) tabs in total as part of Attachment A that must be completed.**

4.2.2.6 Customer References

The Proposer must provide at least three references from customers meeting the criteria below utilizing the RFP Response Template provided by the District under

Attachment A - Response Template: Reference Worksheet (Tab 3). Note: There are four (4) tabs in total as part of Attachment A that must be completed.

- (1) Scope of project similar to the requirements outlined in this RFP;
- (2) Work is currently underway or was completed within the last three years.

4.2.2.7 Background Worksheet

The Proposer must respond to all questions listed under the Proposer Questionnaire under **Attachment A - Response Template: Background Worksheet (Tab 4). Note: There are four (4) tabs in total as part of Attachment A that must be completed.**

4.2.2.8 Technical Literature and Supplementary Information

Literature required in order to substantiate the Proposer's response to the requirements, including fiber cable test results, qualifications of company and installation/support personnel.

4.2.2.9 Proposer Contract

The Proposer must submit a copy of their standard contract which includes the Proposer's Service Level Agreement (SLA) that is applicable to the solution being proposed.

4.2.2.10 Optional Exhibits and Attachments

Any other information submitted beyond that required by this RFP, which the Proposer deems applicable to their Proposal, should be placed in this section.

4.3 Proposal Submission

Proposals must be submitted as Portable Document Format (PDF) attachments, with an exception to "Attachment A" in Excel format, to an email addressed to ValmoreshH@sfusd.edu. All Proposal Content must be included as stated in section 4.2. The Attachment A - Response Template must be submitted as a separate attachment with all four (4) tabs completed. Thus, each email Submittal must have a minimum of two attachments, a proposal and Attachment A - Response Template. The email must be a direct email to the address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **PROPOSAL SUBMISSION FOR WIDE AREA NETWORK SERVICES F470 NO. 260003120**. Proposals received other than through email or after the due date and time shall not be accepted.

5.0 District's Evaluation / Selection Process

5.1 Overall Evaluation Process

This section describes the District's criteria for analyzing and evaluating the Proposals. It is the District's intent to award a contract to the Proposer that will provide the best overall service package. This RFP does not, in any way, limit the District's right to solicit contracts for similar or identical services if, in the District's sole and absolute discretion, it determines the Proposer is not fully capable of satisfying its needs.

5.2 Evaluation Panel

The District intends to evaluate the Submittals generally in accordance with the criteria detailed below. The District will convene a panel whose membership will include people with knowledge of the services requested through this RFP to evaluate and score the Submittals. The panelists will review the written proposals, and attend the presentations.

5.3 Evaluation Scoring

Proposal responses will be weighed on either a pass/fail and/or scored basis in the sequence outlined below. Grading of each criterion is deemed as confidential to the District.

A proposal that is not responsive to those criteria judged on a pass/fail basis may be rejected, in its sole discretion and if rejected shall not be considered for further evaluation by the District. Alternatively, the District may choose to ask clarifying questions of a proposal, in writing, and may then take into consideration the additional information gathered from its clarifying questions and its scoring process.

5.4 Prerequisite Qualifications

Section	Prerequisite Qualifications	
5.4.1	Conformance to Terms and Conditions of Competition as set forth in RFP	Pass/Fail
5.4.2	Proposer Acknowledgement that purchase will be contingent upon SFUSD Board of Education Approval, successful completion of the SFUSD contracting procedures, and funding approval from the Schools and Libraries Division (SLD)	Pass/Fail
5.4.3	Proposer agreement to SLD's Service Provider Invoicing (SPI) format for reimbursement/payment	Pass/Fail
5.4.4	Proposer guarantee that all fiber installation is done in compliance with applicable City and County of San Francisco construction and building codes	Pass/Fail

5.4.5	Proposer agrees to provide all permits within the scope and cost of the proposal submitted	Pass/Fail
5.4.6	Proposer agrees to furnish performance/payment bond	Pass/Fail
5.4.7	Ability to deliver service to all locations in section 3.0	Pass/Fail

Qualifying Proposers will be evaluated based on their responses to the requirements

5.5 Requirements

Section	Evaluation Categories	Total Points
5.5.1	Cost of E-Rate Eligible products and/or services	30
5.5.2	Cost of E-Rate Ineligible products and/or services	15
5.5.3	Wide Area Network Requirements per Section 3.3	25
5.5.4	Service Level Agreement (SLA)	15
5.5.5	Proposer References and Background	5
5.5.6	Experience with the District	5
5.5.7	Ability to deliver service at start of July 1, 2026	5
	Total Points	100

The District will use the **Ratio Method** for scoring Section 5.5.1, Cost of E-Rate Eligible products and/or services, and Section 5.5.2, Cost of E-Rate Ineligible products and/or services. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their relationship to the lowest. This will be determined by the following formula:

$$(\text{Proposal with Lowest Cost} / \text{Proposal Being Evaluated Cost}) \times \text{Maximum Points Available} = \text{Awarded Points}$$

5.5.8 Proposer Presentation

Each Proposer found eligible by the District's Evaluation Committee through submitting a complete proposal submission package per Section 4.2, Proposal Content, and passing all Prerequisite Qualifications in Section 5.4, Prerequisite Qualifications, of this RFP will be invited to make a presentation of its proposal. This presentation is required in order to be considered. The District will use this presentation as well as the Proposer's written responses to score *Section 5.5.3 - Wide Area Network Requirements per Section 3.3*.

Presentations will occur remotely via Google Meet, Zoom, or other web based applications per SFUSD's choice. District participants will include the Department of Technology Evaluation Committee and other key District Stakeholders. Presentation times and methods will be posted to the District's Website by 5:00 PM on Thursday, December 4, 2025. Presentations will be

scheduled to occur over the course of four days: December 9 through 12. The District will not accommodate Proposer's requests for specific days and times and reserves the right to add or decrease presentation days depending on the number of eligible proposals received.

In this Presentation, the Proposer will provide an overview of their Proposal pursuant to this RFP and will:

- Introduce the Project Management and Technical Team that will be assigned to SFUSD.
 - The technical team must include members knowledgeable about the ticketing and escalation procedures for service outages.
- Technical Team assigned to SFUSD must be present during the presentation
- Present an overview of the proposed solution, implementation methodology, and design for SFUSD.
 - Include these items;
 - Confirmation of 99.999% network availability and uptime.
 - Both Physical Diagrams and Logical Diagrams showing Proposed Ring and remote site connectivity between Provider Edge and Customer Edge that maybe be needed for the functioning fiber connectivity
 - A proposed general timeline and migration plan for migrating from District's current fiber provider.

There will be a question and answer session at the end if clarification of Proposer's responses is necessary. Proposer's may be scored on Proposer's answers to follow-up questions if clarification of Proposer's responses is necessary.

Proposers will be provided a maximum allowable time of sixty (60) minutes to complete the presentation and answer clarifying questions. Thirty (30) minutes will be allotted for the presentation and another thirty (30) minutes will be allotted for any follow up questions that the District Evaluation Team may have.

A Proposer that does not make itself available as required may be deemed non-responsive and thereby the District reserves the right to disqualify the Proposer.

The District reserves the right to request additional information and clarifications from any Proposer during the proposal evaluation and selection process.

The District will not be responsible either directly or indirectly for any Proposer costs related to the Proposer Presentation.

5.6 Final Selection

The decision as to what Proposal is recommended for award of contract will be made on the basis of those Proposed Products and Proposed Services that are determined to be most responsive to the requirements of this RFP. Award will be made to the Proposer offering a Proposal deemed to be the most advantageous to the District. The District shall be the sole judge in making such determination and its decision shall be final. All respondents will be

notified in writing of the District's selection on or about the date of Notification of Selection specified in Section 1.3 Timeline and Key Dates of this RFP.

If a contract results from this RFP, the Selected Proposer will be required to provide the Proposed Products and Proposed Services at the prices and rates submitted in the Proposal. The proposed products, services, and prices will be firm throughout the duration of the RFP and contract term. The Awarded Proposer must incorporate this paragraph into the final executed contract.

5.7 Execution of Agreement

After District selection, negotiations will ensue with the selected Proposer regarding the terms and conditions of an Agreement for the Proposed Products and Services. Mutually acceptable contracts must be presented to the District Board of Education for approval. Terms and conditions, which do not comply in substance with all material requirements of this RFP, which are contrary to the best interest of the District, or which are in opposition to its policy, will not be accepted.

5.8 Proposer Background

This section must be completed by utilizing the RFP Response Template provided by the District under **Attachment A - Response Template: Proposer Background Worksheet (Tab 4)**. **Note: There are four (4) tabs in total as part of Attachment A that must be completed.**

Section	Proposer Questionnaire
5.8.1	How large is your current client base?
5.8.2	Would we have an account team assigned to the District?
5.8.3	Describe the members of the team and each person's responsibilities.
5.8.4	How many customers does this account team support?
5.8.5	Is the account team local to the San Francisco Bay Area?
5.8.6	Provide an escalation list of the account team, with names, phone numbers, and email addresses.
5.8.7	For routine orders and changes, whom do we contact?
5.8.8	Do you have your own service staff? If so, how many local technicians do you have?
5.8.9	What is the location of the service staff?

6.0 Contract Award

The District intends to award at its discretion. The District will select the top ranked responsive and responsible Proposer with whom to commence contract negotiations.

The selection of any proposal shall not imply acceptance by the District of all terms of the proposal, which may be subject to further negotiations and approvals before the District may

be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the District, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer. The selected proposer will be required to enter into a contract substantially in the form of the Organization/Professional Services Agreement, attached hereto as Attachment C "Form of Contract." Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

A contract made pursuant to this RFP shall have an initial term of **three (3) years**. In addition, the District shall have up to two options exercisable at its sole discretion, to extend the term of the contract for a period or periods of up to two years. The maximum contract period shall not be more than **five (5) years**.

7.0 Terms for Receipt of Proposals

7.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the District in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be sent by email to ValmoresH@sfusd.edu promptly after discovery, but in no event later than **5:00 P.M. (PST) on Wednesday, November 19, 2025**. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **ERRORS AND OMISSIONS FOR WIDE AREA NETWORK SERVICES F470 NO. 260003120**. Modifications and clarifications will be made by addenda as provided below.

7.2 Questions and Objections Regarding the RFP

Any questions and/or objections concerning the substance of this RFP including the Scope of Work, requirements, and evaluation criteria must be submitted, in writing, via email to ValmoresH@sfusd.edu by **5:00 P.M. (PST) on Wednesday, November 19, 2025**. Any questions concerning the RFP process shall be submitted no later than 48 hours prior to the proposal due date to the same email address. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **QUESTIONS FOR WIDE AREA NETWORK SERVICES F470 NO. 260003120**. Proposers who fail to do so will waive all further rights to protest, based on these specifications and requirements.

If necessary, a "Questions and Answers" document will be developed from all submitted questions and posted on the District's contracts opportunities portal: [Current RFPs, RFQs, RFOs & RFIs | SFUSD](#). It is the responsibility of the Proposer to check the portal for the Questions and Answers document and any addenda.

7.3 Change Notices

The District may modify the RFP, prior to the proposal due date, by issuing an addendum, which will be posted on the District's contracts opportunities portal: [Current RFPs, RFQs, RFOs & RFIs | SFUSD](#). Proposers shall be responsible for ensuring that their proposals reflect any and all RFP addenda issued by the District prior to the proposal due date regardless of when their proposal is submitted. Therefore, the District recommends that Proposers visit the portal frequently, particularly during the run up to the proposal due date, to determine if they have downloaded any and all addendum/addenda and documents.

7.4 Term of Proposal

Submission of a proposal signifies that the proposed services and fees/cost are valid for **150 calendar days** from the proposal due date or after Board of Education approval date, whichever is later. The quoted fees are genuine and not the result of collusion or any other anti-competitive activity.

7.5 Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the District may require a proposer to provide oral or written clarification of its proposal. The District reserves the right to make an award without further clarifications of proposals received.

7.6 Errors and Omissions in Proposal

Failure by the District to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

7.7 Financial Responsibility

The District accepts no financial responsibility for any costs incurred by any proposer in responding to this RFP. Submissions of the RFP will become the property of the District and may be used by the District in any way deemed appropriate.

7.8 Reservation of Rights by the District

The issuance of this RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure.
- Reject any or all proposals.
- Reissue a Request for Proposals.
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the proposals.
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

7.9 No Waiver

No waiver by the District of any provision of this RFP shall be implied from any failure by the District to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

8.0 Protest Procedures

8.1 Protest of Non-Responsiveness Determination

Within five (5) working days of the District's issuance of a notice of non-responsiveness, any Proposer who believes that the District has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the District on or before the fifth working day following the District's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the District to determine the validity of the protest.

8.2 Protest of Contract Award

Within five (5) working days of the District's issuance of a notice of intent to award the contract, the next highest ranked Proposer may submit a written notice of protest if it believes that the District has incorrectly selected another proposer for award. Such notice of protest must be received by the District on or before the fifth working day after the District's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the District to determine the validity of the protest.

8.3 Delivery of Protests

All protests must be received by their respective due dates. Protests must be delivered via email to ValmoresH@sfusd.edu. The email must be a direct email to this address; it cannot be a “reply” or part of a thread. The subject line of the email must state: **PROTEST FOR WIDE AREA NETWORK SERVICES F470 NO. 260003120**. Protests sent by any means or format other than as specified here or that are not received before their respective due dates will not be considered.

9.0 Response Template (Attachment A)

Please download at <https://www.sfusd.edu/business-with-sfusd/current-invitations-bids> > 2026
WIDE AREA NETWORK (WAN) SERVICES > Attachment A

10.0 Erate Supplemental Terms and Conditions (Attachment B)

Please download at <https://www.sfusd.edu/business-with-sfusd/current-invitations-bids> > 2026 WIDE AREA NETWORK (WAN) SERVICES > Attachment B

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 (“District” or “Districts”) 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 numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein [is/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 District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Proposer to make itself thoroughly familiar with any rules or regulations regarding the E-rate program.

- a) Proposer is 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 into as a result of this RFP/RFB/RFQ.

- b) Proposer is 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) Proposer is 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://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d) Proposer is 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 District. 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, 2026.
- 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 District 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 District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC:
<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k) Proposer 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) Proposer 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 will automatically 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 District will not be allowed.

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 District and a USAC service substitution approval with the exception of 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 47 C.F.R. § 54.504 (2)(i)(ii).
- c) The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to 47 C.F.R. § 54.511(b). Proposer 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 District liable, or seek reimbursement from any District, 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 District from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the District, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2026 funding year (July 1, 2026). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- 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 Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There 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.

- *Districts 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).

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 District 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 District 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 the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file an FCC Form 472, the District 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 District and installed. If equipment is being drop-shipped to the District and the District is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the District.
- 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 District 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 District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

During the term of any Agreement resulting from this RFP/RFB/RFQ, the District may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Proposer must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

11.0 Contract Agreement (Attachment C)

Please download at <https://www.sfusd.edu/business-with-sfusd/current-invitations-bids> > 2026
WIDE AREA NETWORK (WAN) SERVICES > Attachment C

12.0 PERFORMANCE BOND (Attachment D)

Please download at <https://www.sfusd.edu/business-with-sfusd/current-invitations-bids> > 2026 WIDE AREA NETWORK (WAN) SERVICES > Attachment D

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Francisco Unified School District (hereinafter referred to as “District” and _____ (hereinafter referred to as “Contractor”), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the services of _____ at _____ project located in San Francisco, California (hereinafter referred to as the “Wide Area Network Services Contract”); and

WHEREAS, Contractor is required by the terms of the Wide Area Network Services Contract to furnish a bond for the faithful performance of all terms and conditions of the Wide Area Network Services Contract;

NOW, _____ THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as “Surety”), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Wide Area Network Services Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Wide Area Network Services Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety’s obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Wide Area Network Services Contract; and
 - 3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Wide Area Network Services Contract, to Surety in accordance with

the terms of the Wide Area Network Services Contract or to a contractor selected to perform the Wide Area Network Services Contract in accordance with the terms of the Wide Area Network Services Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Wide Area Network Services Contract; or
 - 4.2 Undertake to perform and complete the Wide Area Network Services Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Wide Area Network Services Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Wide Area Network Services Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Wide Area Network Services Contract, incurred by District resulting from Contractor's Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - ii. Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Wide Area Network Services Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Wide Area Network Services Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the Wide Area Network Services Contract, Surety is obligated without duplication for:

- 6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and completion of the Wide Area Network Services Contract;
- 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure.
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Wide Area Network Services Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Wide Area Network Services Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Wide Area Network Services Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be faxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.
11. DEFINITIONS
- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Wide Area Network Services Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Wide Area Network Services Contract.
- 11.2 Wide Area Network Services Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Wide Area Network Services Contract.

CONTRACTOR, as Principal

By: _____

Title: _____

Address:

Fax: _____

Phone: _____

SURETY

By: _____

Title: _____

Address:

Fax: _____

Phone: _____

DISTRICT

San Francisco Unified School District
135 Van Ness Avenue, Room 310
San Francisco CA 94102
Phone: (415) 241-6468
Fax: (415) 241-6487