

REQUEST FOR BID PROPOSAL

The Weaver Union School District (WUSD) plans to apply for various eligible services for E-Rate Year 2023. The E-Rate Year 2023 will start on 7/1/2023 and ends on 6/30/2024. The recurring services for E-Rate Year 2023 may start as early as 7/1/2023 and end 6/30/2024 (or beyond for contracts up to 5 years).

This Request for Proposal (RFP) serves as notice that WUSD will accept bid proposals from qualified vendors for data communications services.

WUSD reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of WUSD.

The bid documents must be received by **Thursday, December 15, 2022, at 2:00:00 PM (Pacific) or earlier**, in a sealed envelope, identified by bid identifier "**WUSD E-Rate Year 2023 RFP Bid # WUSD-ERATE-2023-01**", and addressed to Mr. John Curry, Superintendent, Weaver Union School District, 1240 D Street, Merced, CA 95341. WUSD shall use the official U.S. time that is provided by the website <https://www.time.gov> to determine if the submission has met the deadline.

NOTE: It is the total responsibility of the Vendor to return bids to WUSD by the required date, time, and place. The WUSD District Office hours are Monday through Friday 8:00 AM to 4:30 PM. The WUSD District Office is closed daily between 12:00 noon and 1:00 PM and on weekends and holidays. **WUSD cannot receive bids after office hours or when the office is closed.** If bids are to be delivered via common carrier or delivery services, vendors are cautioned that express "next day am" delivery is generally not guaranteed in Merced. **LATE BIDS WILL BE REJECTED.**

Vendors may request a copy of the RFP from Dick Chai by calling (209) 381-6699, or by emailing dchai@mcoe.org with the subject line "**Request for WUSD E-Rate Year 2023 RFP Bid # WUSD-ERATE-2023-01**".

This RFP is let pursuant to Public Contract Codes 20111, 20118.2, and 22000.

All public works projects shall be subject to compliance monitoring and enforcement by the department of industrial relations.

Pursuant to California Labor Code sections 1725.5 and 1771.1 all public works contractors and subcontractors must be registered with the department of industrial relations.

John Curry
Superintendent, Weaver Union School District

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LEGAL AD TO RUN: **Wednesday, October 26, 2022, and Monday, October 31, 2022**

Merced Sun-Star

**WEAVER UNION SCHOOL DISTRICT
E-RATE YEAR 2023 REQUEST FOR PROPOSAL**

Bid Requirements

This document serves as a Request for Proposal (RFP) for vendors to bid on WUSD needs for **data communications services**.

Vendors who are interested in bidding may request a copy of the RFP from Dick Chai by calling (209) 381-6699 or by emailing dchai@mcoe.org with the subject line "**Request for WUSD E-Rate Year 2023 RFP Bid # WUSD-ERATE-2023-01**". [Note: vendors should follow up with a phone call if they did not receive a copy of the **WUSD E-Rate Year 2023 RFP Bid # WUSD-ERATE-2023-01** within 48 hours of the email request].

Please direct all questions regarding this RFP and/or specific item(s) 470-nnn-23 in this RFP to **Dick Chai** at dchai@mcoe.org. Please use "**Questions about WUSD E-Rate Year 2023 RFP Bid # WUSD-ERATE-2023-01**" on the email subject line. All questions must be received before 4:00 pm on **Monday, November 7, 2022**.

In compliance with E-Rate rules, vendors must possess a **Service Provider Identification Number (SPIN)** to participate in the E-Rate Program. Therefore, vendors are requested to provide their SPIN as part of their bid response.

Telecommunications Services Providers must be an eligible telecommunications services provider (common carriers) with a telecommunication services SPIN. Proposals from vendors not meeting this criterion may be automatically considered non-responsive.

Preference will be given to telecommunications service providers that offer the California Teleconnect Fund (CTF) 50% discount on the non-E-Rate portion of CTF-eligible services and assume responsibility for "stacking" of discounts.

Each item on the RFP (called item 470) is identified by ITEM 470-nnn-23. For each item 470 tendered, vendors are requested to state the applicable prices and the **TOTAL BID PRICE** (if requested on the form). Vendors may include supplemental information such as product specifications, documentation samples, testimonials, etc.

Vendors shall include a separate quotation for each item 470 tendered. Please refer to the heading in each section of the RFP for details on the specific information to be included in the quotation. **For bids on Data Communications Services, vendors shall provide monthly unit pricing for each component of the service.**

All bid prices shall be valid for a minimum of **180** days **AFTER** the date of the **E-Rate Year 2023 Funding Commitment Decision Letter**. In the event of a price decrease for a service or a product, the price decrease shall be passed on to WUSD and documented with a new price sheet sent to WUSD.

Each E-Rate eligible item 470 depends on partial funding from the E-Rate program. WUSD expects each vendor to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. All contracts entered into as a result of these Form 470s will be contingent upon specific funding by the SLD. **The vendors will be responsible to bill the USAC Schools and Libraries Division for the DISCOUNTED portion applicable to a particular Form 471 Funding Request Number (FRN)**. Such vendors are known as **Service Provider Invoicing (SPI)** vendors, as used herein.

The vendors shall NOT submit any billing or perform any work BEFORE July 1, 2023. In addition, vendors shall NOT perform any work until a purchase order or a notice to proceed has been received from WUSD, AND, until an APPROVED Funding Commitment Decision Letter (FCDL) has been received from E-Rate.

**WEAVER UNION SCHOOL DISTRICT
E-RATE YEAR 2023 REQUEST FOR PROPOSAL**

RFP Updates/Changes/Addenda

All RFP addenda, if any, will be published by **Wednesday, November 9, 2022**. Vendors may obtain the RFP addenda by accessing the USAC E-Rate Productivity Center (EPC) Portal and searching for the RFP addenda for Billed Entity Number (BEN) 144390. The USAC E-Rate Productivity Center (EPC) Portal is located at <https://portal.usac.org/suite/>. **[Note: vendors who do not have an account in EPC or need assistance, should call the Schools & Libraries Client Service Bureau (CSB) at (888) 203-8100].**

In addition, vendors may obtain the RFP addenda from: <https://www.weaverusd.org/page/e-rate>

Furthermore, vendors may request the RFP addenda from Dick Chai, by calling (209) 381-6699 or by emailing dchai@mcoe.org with the subject line "**Request for WUSD E-Rate Year 2023 RFP Addenda Bid # WUSD-ERATE-2023-01**". **[Note: vendors should follow up with a phone call if they did not receive the addenda within 48 hours of the email request].**

Bid Submission Documents

Bidder understands that all bids are to comply with the General Conditions included herein and submit the following in their bid proposals –

1. The ORIGINAL & COMPLETE bid, signed in BLUE ink, containing ALL pages of the RFP and addenda, with actual bid amounts indicated in the appropriate areas, and separate quotations.
2. **One photocopy of ALL pages of the COMPLETE bid with addenda.**
3. Two (2) copies of all product information specifications or any other submittals.
4. Service Provider Identification Number (SPIN).
5. Telecommunications Service Providers shall provide monthly unit pricing for each component of the service and indicate their eligibility as a CTF vendor where requested. If there is no indication, the vendor will be presumed ineligible in administering CTF discounts.

Bids must be returned in a sealed envelope, identified by **bid identifier "WUSD E-Rate Year 2023 RFP Bid # WUSD-ERATE-2023-01"**, and addressed to **Attention: Mr. John Curry, Superintendent, Weaver Union School District, 1240 D Street, Merced, CA 95341.**

WUSD RESERVES THE RIGHT TO DEEM ANY BID SUBMISSIONS THAT FAIL TO MEET THE CONDITIONS SPECIFIED IN THE **BID SUBMISSION DOCUMENTS** SECTION AS NON-RESPONSIVE AND THEREFORE, REJECT SUCH BID SUBMISSIONS.

WUSD WILL REJECT ANY BID SUBMISSIONS SENT VIA EMAIL AND/OR FAX.

**WEAVER UNION SCHOOL DISTRICT
E-RATE YEAR 2023 REQUEST FOR PROPOSAL**

Bid Submission Deadline

The deadline for submitting bids is **Thursday, December 15, 2022, at 2:00:00 PM (Pacific)**. WUSD shall use the official U.S. time that is provided by the website <https://www.time.gov> to determine if the submission has met the deadline.

Note: It is the total responsibility of the Vendor to return bids to WUSD by the required date, time, and place. The WUSD District Office is closed daily between 12:00 noon and 1:00 P.M. and on weekends and holidays. Therefore, WUSD cannot receive bids during these times.

Bid Opening

A public bid opening will be held on **Thursday, December 15, 2022, after 2:00:00 PM.**

Bid Assessment

WUSD shall award bids pertaining to **Public Works Projects** to the lowest, most responsive, and responsible bidder.

Except for bids pertaining to **Public Works Projects**, WUSD shall evaluate all valid bids deemed responsive on the following criteria

1. Price/Charges
2. Meets technical specifications and design
3. Prior experience
4. SPI vendor
5. Impact on WUSD cash flow
6. Non E-Rate eligible charges

Pursuant to Public Contract Code §20118.2, the weighted relevance of the evaluation criteria is ranked above with #1 (Price/Charges criterion) having the greatest weight followed by #2 through #6 (some weighted equally).

For each item 470 tendered, a score on a scale of 0 – 5 shall be assigned for each of the above criteria. In general, a score of 5 shall indicate the BEST, a score of 1 shall indicate the WORST, and a score of 3 shall indicate UNKNOWN/SATISFACTORY/AVERAGE, except

- SPI vendor – a score of 5 shall be assigned if the bidder is an SPI vendor, while a score of 1 shall be given if the bidder is NOT an SPI vendor.

A score of ZERO (0) shall be assigned to ALL criteria for bids that do not meet technical specifications.

Please refer to **APPENDIX 2** for a sample of the Bid Assessment Form.

For bids on leased dark fiber, WUSD may elect to evaluate the cost-effectiveness of dark fiber (leased, IRU, special construction) vs. lit fiber services over a period of up to 20 years.

**LEASED LIT FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY). TRANSPORT
ONLY NO INTERNET ACCESS**

The Weaver Union School District (WUSD) is requesting LEASED LIT FIBER service(s) (EPL, ADE NON OTU4, **or equivalent**) to connect various sites. The sites (“A” location & “Z” location) are identified in ITEM 470-LF1-23 to ITEM 470-LF3-23 in this section. Each LIT FIBER service is an **INDIVIDUAL DEDICATED POINT-TO-POINT CIRCUIT**. The lit fiber circuits shall terminate at the respective site’s MDF. The location of each MDF is indicated by the pushpin/thumbtack and GPS coordinates on the aerial image. The aerial images are included in this RFP. **[NOTE: if the respective site’s MDF is not the Minimum Point of Entry (MPOE), then the vendor should extend the service from the MPOE to the site’s MDF].**

In this section, ITEM 470-LF1-23 to ITEM 470-LF3-23 are **INDIVIDUAL PROJECTS**. Each **INDIVIDUAL PROJECT** is a **DEDICATED, SPECIFIC, and INDIVIDUAL point-to-point** LIT FIBER circuit between 2 sites (“A” location and “Z” location).

WUSD may implement one OR more of these POINT-TO-POINT circuits to meet current and future bandwidth needs. **DO NOT bundle the POINT-TO-POINT circuits listed in this section with other circuits that are requested in this RFP. Pricing MUST NOT be contingent on WUSD being required to purchase more than one circuit. Failure to meet these pricing conditions may be considered as non-responsive and may fail technical specifications and design.**

NOTE - WUSD is seeking bid(s) for POINT-TO-POINT lit fiber services. WUSD will NOT consider any bid(s) that provide fiber circuits in a point-to-multipoint configuration OR circuit(s) that are shared among the sites stated in this RFP. WUSD will deem such bid(s) as having FAILED technical specifications and design.

In the bid response to each ITEM 470-LF1-23 to ITEM 470-LF3-23 in this section, the vendor is requested to enter the necessary information, including the **one-time non-recurring charges, the monthly recurring charges**, and the anticipated circuit **ready date**. All charges should be all-inclusive. All-inclusive in this case means, including all non-recurring costs (NRC) required by the vendor to commence service, and all monthly recurring costs (MRC) should be included in the columns shown on ITEM 470-LF1-23 to ITEM 470-LF3-23.

The vendor shall provide the following supporting documentation for lit fiber service –

1. A **SEPARATE** itemized copy of the quotation for each individual point-to-point LIT FIBER circuit. The quotation shall indicate the non-recurring cost required by the vendor to commence service, monthly recurring charges, and terms of the agreement. The itemized copy of the quotation shall clearly indicate all non-recurring charges (especially, the E-Rate eligible special construction charges related to the construction of network facilities, design and engineering, and project management).
2. Any additional technical specifications to utilize the quoted service outside the stated “Technical Requirements” and “Service Description”. Include “best practices” if available.
3. A copy of the vendor Service Level Agreement. The SLA shall state the following –
 - a. Response time for outages
 - b. Mean Time-To-Repair for outages <4 hours
 - c. Network availability >= 99.99%
 - d. Packet delivery rate commitment >= 99.999%
 - e. Bit-error rate commitment <0.25% between circuit endpoints
 - f. Network latency commitment (one way) <12 ms
 - g. Network Jitter commitment (one way) <3 ms
 - h. bit-error rate commitment <0.25% between circuit endpoints
 - i. liquidated damages

**LEASED LIT FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY). TRANSPORT
ONLY NO INTERNET ACCESS**

4. An estimated timeline that reflects from the time of order to the time of customer hand-off/turn-up.
5. Vendor's billing terms and conditions as they pertain to E-Rate and CTF discounts. Vendors shall assume the responsibility of "stacking" discounts.
6. Vendors shall indicate their eligibility as a CTF vendor where requested. If there is no indication, the vendor will be presumed as ineligible in administering CTF discounts.

The proposed lit service(s) shall meet the following requirements –

1. Fully managed.
2. Guaranteed Lit Transport Bandwidth throughput (upload and download) of CIR with Service Level Agreement (SLA) guarantees.
3. Connections shall be full-duplex, point-to-point. Connections shall terminate at the respective site's MDF (as indicated on the aerial images that are included in this RFP).
4. Circuit shall be handed off to the customer as follows –
 - a. For 10 Gbps CIR service, the customer handoff shall be single mode, LC with the connection speeds of 10 Gbps at each point.
5. Lit service(s) that support 802.1p CoS (Class of Service) markings must support the Premium CoS option – i.e., the 802.1p value of 5.
6. There is no right to rate limit or throttle the capacity of the circuit at any time.
7. Symmetrical upstream and downstream bandwidth to the required levels.
8. Support for IPv6. Please provide documentation relating to the support for IPv6.

[Note: "normal" business costs, such as, but not limited to, SURETY/BOND costs, overhead costs, etc. shall NOT be shown on the itemized quotation].

LEASED LIT FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY). TRANSPORT ONLY NO INTERNET ACCESS

* Provide **SEPARATE** pricing for ALL options requested below to enable a comprehensive comparison. Each option is a **DEDICATED INDIVIDUAL POINT-TO-POINT circuit**. DO NOT combine with other circuits. The pricing **MUST NOT** be bundled with other circuits and **MUST NOT** be contingent on WUSD being required to purchase more than 1 circuit. **Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LIT FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN.**

ITEM 470-LF1-23		Weaver Union School District LEASED LIT FIBER - DEDICATED POINT-TO-POINT CIRCUIT Services shall begin 4/30/2024. Service term up to 5 years (60 months)									
Option	"A" Location	"Z" Location	Speed	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
1	Farmdale Elementary School MDF 100 Winder Avenue Merced, CA 95341 Latitude: 37.276062° Longitude: -120.482452°	Weaver Middle School Room 8 3076 East Childs Avenue Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	10 Gbps	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____

CTF vendor (Yes/No): _____

LEASED LIT FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY). TRANSPORT ONLY NO INTERNET ACCESS

* Provide **SEPARATE** pricing for ALL options requested below to enable a comprehensive comparison. Each option is a **DEDICATED INDIVIDUAL POINT-TO-POINT circuit**. DO NOT combine with other circuits. The pricing **MUST NOT** be bundled with other circuits and **MUST NOT** be contingent on WUSD being required to purchase more than 1 circuit. **Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LIT FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN.**

ITEM 470-LF2-23		Weaver Union School District LEASED LIT FIBER - DEDICATED POINT-TO-POINT CIRCUIT Services shall begin 4/30/2024. Service term up to 5 years (60 months)									
Option	"A" Location	"Z" Location	Speed	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
1	Weaver Middle School Room 8 3076 East Childs Avenue Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	Wired Data Center 450 West 18th Street Merced, CA 95340 Latitude: 37.301895° Longitude: -120.482619°	10 Gbps	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____

CTF vendor (Yes/No): _____

LEASED LIT FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY). TRANSPORT ONLY NO INTERNET ACCESS

* Provide **SEPARATE** pricing for ALL options requested below to enable a comprehensive comparison. Each option is a **DEDICATED INDIVIDUAL POINT-TO-POINT circuit**. DO NOT combine with other circuits. The pricing **MUST NOT** be bundled with other circuits and **MUST NOT** be contingent on WUSD being required to purchase more than 1 circuit. **Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LIT FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN.**

ITEM 470-LF3-23		Weaver Union School District LEASED LIT FIBER - DEDICATED POINT-TO-POINT CIRCUIT Services shall begin 4/30/2024. Service term up to 5 years (60 months)									
Option	"A" Location	"Z" Location	Speed	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
1	Weaver Middle School Room 8 3076 East Childs Avenue Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	Merced COE Complex Room D4 632 West 13 th Street Merced, CA 95341 Latititude: 37.297443° Longitude: -120.488709°	10 Gbps	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____

CTF vendor (Yes/No): _____

LEASED LIT FIBER WITH PHYSICALLY DIVERSE PATHS (RING TOPOLOGY). TRANSPORT ONLY
NO INTERNET ACCESS

The Weaver Union School District (WUSD) is also seeking a ring-based managed lit fiber network as an alternative to a point-to-point (hub & spoke) managed lit fiber network as requested in the previous sections of this RFP. The lit fiber circuit(s) (EPL, ADE NON OTU4, or **equivalent**) shall terminate at each site's MDF. The location of each MDF is identified in ITEM 470-LR1-23 and ITEM 470-LR2-23 in this section and is indicated by the pushpin and GPS coordinates on the aerial images. The aerial images are included in this RFP. [**NOTE**: the respective site's MDF may not be the Minimum Point of Entry (MPOE). In such cases, the vendor should extend the service from the MPOE to the site's MDF].

In this section, ITEM 470-LR1-23 and ITEM 470-LR2-23 are INDIVIDUAL projects. Each project shows the locations that are to be interconnected in a physically diverse manner to form a managed lit fiber ring network.

The vendor shall provide TWO (2) SEPARATE managed lit fiber ring networks - one managed lit fiber ring network consisting of two diverse circuits from the hub site to each location listed in ITEM 470-LR1-23, and a SEPARATE managed lit fiber ring network consisting of two diverse circuits from the hub site to each location listed in ITEM 470-LR2-23. These diverse circuits (EPL, ADE NON OUT4, or **equivalent**) should support speeds of 10 Gbps, and will include the following diversity options - Port diversity, Alternate Wire Center diversity, and Inter-Wire Center diversity.

WUSD will DEEM any bid proposal(s) that provide fiber circuits in a point-to-multipoint configuration OR circuit(s) that are shared among the sites stated in this RFP as having FAILED the technical specifications and design criterion.

The pricing for the services requested in this section MUST NOT be bundled with other services requested in this RFP and MUST NOT be contingent on WUSD being required to purchase other services requested in this RFP and/or all options requested in this section. Failure to meet these pricing conditions may be considered as non-responsive and failed technical specifications and design.

In the bid response to ITEM 470-LR1-23 and ITEM 470-LR2-23 in this section, the vendor is requested to enter the necessary information including the **one-time non-recurring charges, the monthly recurring charges, and the anticipated circuit ready date**. All charges should be all-inclusive. All-inclusive, in this case, means including all non-recurring costs (NRC) required by the vendor to commence service, and all monthly recurring costs (MRC) should be included in the columns shown on ITEM 470-LR1-23 and ITEM 470-LR2-23 in this section.

The vendor shall provide the following supporting documentation for the lit fiber service –

1. An itemized copy of the quotation for each managed LIT FIBER circuit/segment in the ring. The quotation shall indicate each non-recurring cost required by the vendor to commence service, monthly recurring charges, and terms of the agreement. The itemized copy of the quotation shall clearly indicate all non-recurring charges (especially, the E-Rate eligible special construction charges related to the construction of network facilities, design and engineering, and project management).
2. Any additional technical specifications to utilize the quoted service outside the stated “Technical Requirements” and “Service Description”. Include “best practices” if available.
3. A copy of the vendor Service Level Agreement. The SLA shall state the following –
 - a. Response time for outages
 - b. Mean Time-To-Repair for outages <4 hours
 - c. Network availability >= 99.99%
 - d. Packet delivery rate commitment >= 99.999%
 - e. Bit-error rate commitment <0.25% between circuit endpoints

LEASED LIT FIBER WITH PHYSICALLY DIVERSE PATHS (RING TOPOLOGY). TRANSPORT ONLY
NO INTERNET ACCESS

- f. Network latency commitment (one way) <12 ms
 - g. Network Jitter commitment (one way) <3 ms
 - h. Liquidated damages
4. An estimated timeline that reflects from the time of order to the time of customer hand-off/turn-up.
 5. Vendor's billing terms and conditions as they pertain to E-Rate and CTF discounts.
 6. Vendors shall indicate their eligibility as a CTF vendor where requested. If there is no indication, the vendor will be presumed as ineligible in administering CTF discounts.
 7. A network topology diagram showing the locations that are connected in the ring and the respective connection speeds.

The proposed managed lit service(s) shall meet the following requirements –

1. Fully managed.
2. Guaranteed Lit Transport Bandwidth throughput (upload and download) of CIR with Service Level Agreement (SLA) guarantees.
3. Connections shall be full-duplex, point-to-point. Connections shall terminate at the respective site's MDF (as indicated on the aerial images that are included in this RFP).
4. Circuit shall be handed off to the customer as follows –
 - a. For 20 Gbps CIR service, the customer handoff shall be single mode, LC with the connection speeds of 20 Gbps at each point.
5. Lit service(s) that support 802.1p CoS (Class of Service) markings must support the Premium CoS option – i.e., the 802.1p value of 5.
6. There is no right to rate limit or throttle the capacity of the circuit at any time.
7. Symmetrical upstream and downstream bandwidth to the required levels.
8. Support for IPv6. Please provide documentation relating to the support of IPv6.

[Note: "normal" business costs, such as, but not limited to, SURETY/BOND costs, overhead costs, etc. shall NOT be shown on the itemized quotation].

LEASED LIT FIBER WITH PHYSICALLY DIVERSE PATHS (RING TOPOLOGY). TRANSPORT ONLY NO INTERNET ACCESS

* Provide pricing for ALL options requested below to enable a comprehensive comparison. Each option is a **DEDICATED INDIVIDUAL POINT-TO-POINT circuit**, and it is NOT to be combined with other circuits. The pricing MUST NOT be bundled with other circuits and MUST NOT be contingent on WUSD being required to purchase more than 1 circuit. **Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LIT FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN.**

Weaver Union School District										
<u>LEASED LIT FIBER CIRCUITS WITH PHYSICALLY DIVERSE PATHS (RING-BASED TOPOLOGY)</u>										
Services shall begin 4/30/2024. Service term up to 5 years (60 months)										
ITEM 470-LR1-23	Locations	Service	Speed	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
	Weaver Middle School Room 8 (HUB Site) 3076 East Childs Avenue, Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	10 Gbps	2						YES
	Farmdale Elementary School MDF 100 Winder Avenue, Merced, CA 95341 Latitude: 37.276062° Longitude: -120.482452°	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	10 Gbps	2						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____

CTF vendor (Yes/No): _____

LEASED LIT FIBER WITH PHYSICALLY DIVERSE PATHS (RING TOPOLOGY). TRANSPORT ONLY NO INTERNET ACCESS

* Provide pricing for ALL options requested below to enable a comprehensive comparison. Each option is a **DEDICATED INDIVIDUAL POINT-TO-POINT circuit**, and it is NOT to be combined with other circuits. The pricing MUST NOT be bundled with other circuits and MUST NOT be contingent on WUSD being required to purchase more than 1 circuit. **Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LIT FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN.**

Weaver Union School District										
<u>LEASED LIT FIBER CIRCUITS WITH PHYSICALLY DIVERSE PATHS (RING-BASED TOPOLOGY)</u>										
Services shall begin 4/30/2024. Service term up to 5 years (60 months)										
ITEM 470-LR2-23	Locations	Service	Speed	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
	Weaver Middle School Room 8 (HUB Site) 3076 East Childs Avenue, Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	10 Gbps	2						YES
	Wired Data Center 450 West 18th Street, Merced, CA 95340 Latitude: 37.301895° Longitude: -120.482619°	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	10 Gbps	1						YES
	Merced COE Complex Room D4 632 West 13 th Street, Merced, CA 95341 Latitude: 37.297443° Longitude: -120.488709°	Lit Fiber (EPL, ADE NON OTU4, or equivalent) with support for IPv6	10 Gbps	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____	CTF vendor (Yes/No): _____
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LEASED DARK FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY)

The Weaver Union School District (WUSD) is requesting LEASED DARK FIBER to connect various sites. The sites (“A” location & “Z” location) are identified in ITEM 470-DF1-23 to ITEM 470-DF3-23 in this section. Each DARK FIBER connection is an **INDIVIDUAL DEDICATED POINT-TO-POINT CIRCUIT**. The circuits shall terminate at the respective site’s MDF. The location of the MDF is indicated by the pushpin/thumbtack and GPS coordinators on the aerial images. The aerial images are included in this RFP. [NOTE: the respective site’s MDF may not be the Minimum Point of Entry (MPOE). In such cases, the vendor should extend the service from the MPOE to the site’s MDF].

The fiber run between the “A” location and the “Z” location shall comprise of dedicated fiber. WUSD prefers to lease dark fiber routes that contain a homogenous fiber type throughout the segment.

WUSD plans to compare dark fiber (leased and/or IRU) to lit fiber services to determine the MOST cost-effective solution. However, vendors are encouraged to propose lit fiber services and dark fiber so that WUSD can perform a comprehensive comparison of the solutions.

The contract term for leased dark fiber shall be 5 years (California Education Code 17596). In addition, WUSD seeks proposals for leased dark fiber in the form of an IRU (Indefeasible Right To Use). The contract term of the IRU is perpetual.

In this section, ITEM 470-DF1-23 to ITEM-470-DF3-23 are INDIVIDUAL PROJECTS. Each INDIVIDUAL PROJECT is a DEDICATED, SPECIFIC, and INDIVIDUAL point-to-point leased dark fiber circuit between 2 sites (“A” location and “Z” location).

Therefore, DO NOT bundle the pricing with other circuits and pricing MUST NOT be contingent on WUSD being required to purchase more than one circuit. Failure to meet these pricing conditions may be considered as non-responsive and failed technical specifications and design. BID PROPOSALS FOR LEASED DARK FIBER THAT ARE IN A POINT-TO-MULTIPOINT CONFIGURATION OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN.

In the bid response to ITEM 470-DF1-23 to ITEM-470-DF3-23 in this section, the vendor is requested to enter the necessary information including the **one-time non-recurring charges, the monthly recurring charges, and the anticipated circuit ready date**. All charges should be all-inclusive. All-inclusive, in this case, means, including all non-recurring costs (NRC) required by the vendor to commence service, and all monthly recurring costs (MRC) should be included in the requisite columns of ITEM 470-DF1-23 to ITEM-470-DF3-23 in this section.

The pricing for IRU leased dark fiber shall consist of a one-time capital cost payment and an “all-in” recurring payment for operations and maintenance costs of the fiber facilities for the 5-year lease term. WUSD welcomes proposals with optional payment plans structure such as a monthly recurring cost (MRC) over the 5-year lease term. **WUSD may assign a lower score for “Meet technical specifications and design” to proposals that do not include at least one option for an up-front capital payment for the fiber combined with separately identified recurring maintenance payments.** In addition, WUSD requests that vendors provide installment payment options for the non-discounted portion of any non-recurring costs related to the special construction, with such payments to be made over 4 years.

If special construction charges are requested by the vendor for the fiber proposed to be IRU’d, WUSD expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

The bid proposal should include –

1. **A separate detailed line item bill of materials, labor, and costs** to light the fiber. The materials needed to light the fiber will be based on bandwidth requirements of the site, fiber distance, and estimated dB loss budget. The itemized bill of materials should include –

LEASED DARK FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY)

- a. The modulating electronics (such as Cisco Systems or equivalent), Ethernet transceivers (Cisco Systems or equivalent), required licenses, services, and maintenance of the modulating electronics.
 - b. Any other required components to make an operational system.
 - c. The estimated timeframe (per phase and per subproject, if applicable) to procure the items.
 - d. The part number, part description, quantities, unit pricing, and total pricing of the items in the itemized bill.
 - e. Vendor/manufacturer warranty and maintenance policies and procedures.
2. Customer handoff consisting of **Single Mode, duplex bulkhead, with SC/APC connectors**.
3. Operations and Maintenance Practices – WUSD will require ongoing maintenance and operations of the fiber for the lease term. When pricing maintenance and operations, the vendors should include an overview of fiber maintenance practices including:
- a. Routine maintenance and inspection.
 - b. Scheduled maintenance windows and scheduling practices for planned outages.
 - c. Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring.
 - d. Handling of unscheduled outages and customer problem reports
 - e. What service level agreement is included, and what alternative service levels may be available at additional cost.
 - f. The agreements are in place with applicable utilities and utility contractors for emergency restoration.
 - g. Repair of fiber breaks.
 - h. Replacement of damaged fiber.
 - i. Replacement of fiber that no longer meets specifications.
 - j. Policies for customer notification regarding maintenance.
 - k. Process for changing procedures, including customer notification practices.

[NOTE: the pricing for dark fiber maintenance should include the annual cost per linear foot for dark fiber maintenance and operations].

LEASED DARK FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY)

* Provide pricing for ALL option(s) requested below to enable a comprehensive comparison. Each option is a DEDICATED INDIVIDUAL POINT-TO-POINT circuit, and it is NOT to be combined with other circuits. The pricing MUST NOT be bundled with other circuits and MUST NOT be contingent on WUSD being required to purchase more than 1 circuit. Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LEASED DARK FIBER IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION, WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN

ITEM 470-DF1-23		Weaver Union School District <u>LEASED DARK FIBER - DEDICATED POINT-TO-POINT CIRCUIT</u> Services shall begin 4/30/2024. Service term up to 5 years (60 months)								
Option	"A" Location	"Z" Location	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
1	Farmdale Elementary School MDF 100 Winder Avenue Merced, CA 95341 Latitude: 37.276062° Longitude: -120.482452°	Weaver Middle School Room 8 3076 East Childs Avenue Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	2-strand single mode dark fiber	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____

CTF vendor (Yes/No): _____

LEASED DARK FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY)

* Provide pricing for ALL option(s) requested below to enable a comprehensive comparison. Each option is a DEDICATED INDIVIDUAL POINT-TO-POINT circuit, and it is NOT to be combined with other circuits. The pricing MUST NOT be bundled with other circuits and MUST NOT be contingent on WUSD being required to purchase more than 1 circuit. Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LEASED DARK FIBER IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION, WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN

ITEM 470-DF2-23		Weaver Union School District LEASED DARK FIBER - DEDICATED POINT-TO-POINT CIRCUIT Services shall begin 4/30/2024. Service term up to 5 years (60 months)								
Option	"A" Location	"Z" Location	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
1	Weaver Middle School Room 8 3076 East Childs Avenue Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	Wired Data Center 450 West 18th Street Merced, CA 95340 Latitude: 37.301895° Longitude: -120.482619°	2-strand single mode dark fiber	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____	CTF vendor (Yes/No): _____
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LEASED DARK FIBER POINT-TO-POINT CIRCUITS (HUB & SPOKE TOPOLOGY)

* Provide pricing for ALL option(s) requested below to enable a comprehensive comparison. Each option is a DEDICATED INDIVIDUAL POINT-TO-POINT circuit, and it is NOT to be combined with other circuits. The pricing MUST NOT be bundled with other circuits and MUST NOT be contingent on WUSD being required to purchase more than 1 circuit. Failure to meet these pricing conditions MAY be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LEASED DARK FIBER IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION, WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN

ITEM 470-DF3-23		Weaver Union School District LEASED DARK FIBER - DEDICATED POINT-TO-POINT CIRCUIT Services shall begin 4/30/2024. Service term up to 5 years (60 months)								
Option	"A" Location	"Z" Location	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
1	Weaver Middle School Room 8 3076 East Childs Avenue Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	Merced COE Complex Room D4 632 West 13 th Street Merced, CA 95341 Latitude: 37.297443° Longitude: -120.488709°	2-strand single mode dark fiber	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____	CTF vendor (Yes/No): _____
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LEASED DARK FIBER CIRCUITS WITH DIVERSE PATHS (RING TOPOLOGY)

The Weaver Union School District (WUSD) is also seeking a leased dark fiber network in a ring topology as an alternative to a point-to-point (hub & spoke) leased dark fiber network that is requested in the previous sections of this RFP. The leased dark fiber shall terminate at each site's MDF. The location of each MDF is identified in ITEM 470-DR1-23 and ITEM 470-DR2-23 in this section and is indicated by the pushpin and GPS coordinates on the aerial images. The aerial images are included in this RFP. **[NOTE: the respective site's MDF may not be the Minimum Point of Entry (MPOE). In such cases, the vendor should extend the service from the MPOE to the site's MDF].**

The objective of the WAN ring topology is to provide a resilient network using diverse paths between sites without using a single common backbone that has a single point of failure if a single fiber path is cut or damaged.

In this section, ITEM 470-DR1-23 and ITEM 470-DR2-23 are INDIVIDUAL projects. Each project shows the locations that are to be interconnected in a physically diverse manner to form a leased dark fiber ring network.

For ITEM 470-DR1-23, the ring topology shall include FOUR (4) dedicated single-mode fiber optic strands from the nearest public right-of-way to the MDF at each site. The "HUB site" shall have FOUR (4) dedicated single-mode fiber optic strands from each remote site in the ring. The FOUR (4) dedicated singlemode fiber optic strands shall be divided into TWO (2) 2-strand diverse pathways from the "HUB site" to each remote site. The vendor should consider connecting these sites in a diverse manner that is most cost-effective. Please refer to **Appendix 3** for the conceptualized diagram of the Leased Dark Fiber using Diverse Paths for ITEM 470-DR1-23.

For ITEM 470-DR2-23, the ring topology shall include TWO (2) dedicated single-mode fiber optic strands from the nearest public right-of-way to the MDF at each site. The "HUB site" shall have a total of FOUR (4) single-mode fiber optic strands - TWO (2) dedicated single-mode fiber optic strands from each remote site in the ring. The FOUR (4) dedicated singlemode fiber optic strands shall be divided into TWO (2) 2-strand diverse pathways from the "HUB site" to each remote site. The vendor should consider connecting these sites in a diverse manner that is most cost-effective.

WUSD will DEEM any bid proposal(s) that provide fiber circuits in a point-to-multipoint configuration OR circuit(s) that are shared among the sites stated in this RFP as having FAILED the technical specifications and design criterion.

WUSD plans to compare dark fiber (leased and/or IRU) to managed lit fiber services to determine the MOST cost-effective solution. Therefore, vendors are encouraged to propose managed lit fiber services and leased dark fiber so that WUSD can perform a comprehensive comparison of the solutions.

The pricing for the services requested in this section MUST NOT be bundled with other services requested in this RFP and MUST NOT be contingent on WUSD being required to purchase other services requested in this RFP. Failure to meet these pricing conditions may be considered as non-responsive and failed technical specifications and design.

The contract term for leased dark fiber shall be 5 years (California Education Code 17596). In addition, WUSD seeks proposals for leased dark fiber in the form of an IRU (Indefeasible Right To Use). The contract term of the IRU is perpetual.

In the bid response to ITEM 470-DR1-23 and ITEM 470-DR2-23 in this section, the vendor is requested to enter the necessary information including the **one-time non-recurring charges, the monthly recurring charges, and the anticipated circuit ready date.** All charges should be all-inclusive. All-inclusive, in this case, means including all non-recurring costs (NRC) required by the vendor to commence service, and all monthly recurring costs (MRC) should be included in the requisite columns of ITEM 470-DR1-23 and ITEM 470-DR2-23 in this section.

LEASED DARK FIBER CIRCUITS WITH DIVERSE PATHS (RING TOPOLOGY)

The pricing for IRU leased dark fiber shall consist of a one-time capital cost payment and an “all-in” recurring payment for operations and maintenance costs of the fiber facilities for the 5-year lease term. WUSD welcomes proposals with optional payment plans structure such as a monthly recurring cost (MRC) over the 5-year lease term. **Please note that WUSD will be unable to evaluate proposals that do not include at least one alternative for an up-front capital payment for the fiber combined with separately identified recurring maintenance payments.** In addition, WUSD requests that vendors provide installment payment options for the non-discounted portion of any non-recurring costs related to the special construction, with such payments to be made over 4 years.

If special construction charges are requested by the vendor for the fiber proposed to be IRU'd, WUSD expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

The bid proposal should include –

1. A **separate detailed line item bill of materials, labor, and costs** to light the fiber. The materials needed to light the fiber will be based on bandwidth requirements of the site, fiber distance, and estimated dB loss budget. The itemized bill of materials should include –
 - a. The modulating electronics (such as Cisco Systems or equivalent), Ethernet transceivers (Cisco Systems or equivalent), required licenses, services, and maintenance of the modulating electronics.
 - b. Any other required components to make an operational system.
 - c. The estimated timeframe (per phase and per subproject, if applicable) to procure the items.
 - d. The part number, part description, quantities, unit pricing, and total pricing of the items in the itemized bill.
 - e. Vendor/manufacturer warranty and maintenance policies and procedures.
2. Customer handoff consisting of Single Mode, duplex bulkhead, with SC/APC connectors.
3. Operations and Maintenance Practices – WUSD will require ongoing maintenance and operations of the fiber for the lease term. When pricing maintenance and operations, the vendors should include an overview of fiber maintenance practices including:
 - a. Routine maintenance and inspection.
 - b. Scheduled maintenance windows and scheduling practices for planned outages.
 - c. Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring.
 - d. Handling of unscheduled outages and customer problem reports
 - e. What service level agreement is included, and what alternative service levels may be available at additional cost.
 - f. The agreements are in place with applicable utilities and utility contractors for emergency restoration.
 - g. Repair of fiber breaks.
 - h. Replacement of damaged fiber.
 - i. Replacement of fiber that no longer meets specifications.
 - j. Policies for customer notification regarding maintenance.
 - k. Process for changing procedures, including customer notification practices.

LEASED DARK FIBER CIRCUITS WITH DIVERSE PATHS (RING TOPOLOGY)

4. A network topology diagram showing the locations that are connected in the ring and the fiber segment distances.

[NOTE: the pricing for dark fiber maintenance should include the annual cost per linear foot for dark fiber maintenance and operations].

LEASED DARK FIBER CIRCUITS WITH DIVERSE PATHS (RING TOPOLOGY)

*Pricing for the services requested in this section MUST NOT be bundled with other services requested in this RFP and MUST NOT be contingent on WUSD being required to purchase other services requested in this RFP. Failure to meet these pricing conditions may be considered as non-responsive and failed technical specifications and design. **BID PROPOSALS THAT PROVIDE LEASED DARK FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN**

ITEM 470-DR1-23		Weaver Union School District <u>LEASED DARK FIBER CIRCUITS WITH PHYSICALLY DIVERSE PATH (RING TOPOLOGY)</u> Services shall begin 4/30/2024. Service term up to 5 years (60 months)						
Locations	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
Weaver Middle School Room 8 (HUB Site) 3076 East Childs Avenue, Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	4-strand SINGLE MODE dark fiber	1						YES
Farmdale Elementary School MDF 100 Winder Avenue, Merced, CA 95341 Latitude: 37.276062° Longitude: -120.482452°	4-strand SINGLE MODE dark fiber	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): ____

CTF vendor (Yes/No): ____

LEASED DARK FIBER CIRCUITS WITH DIVERSE PATHS (RING TOPOLOGY)

***Pricing for the services requested in this section MUST NOT be bundled with other services requested in this RFP and MUST NOT be contingent on WUSD being required to purchase other services requested in this RFP. Failure to meet these pricing conditions may be considered as non-responsive and failed technical specifications and design. BID PROPOSALS THAT PROVIDE LEASED DARK FIBER CIRCUITS IN A POINT-TO-MULTIPOINT OR SHARED CONFIGURATION WILL BE DEEMED AS FAILED TECHNICAL SPECIFICATIONS AND DESIGN**

ITEM 470-DR2-23		Weaver Union School District <u>LEASED DARK FIBER CIRCUITS WITH PHYSICALLY DIVERSE PATH (RING TOPOLOGY)</u> Services shall begin 4/30/2024. Service term up to 5 years (60 months)						
Locations	Service	Qty	\$One-time (NRC)	\$Monthly (MRC)	\$Surchg & Fees	\$Govt Tx & Fees	Ready Date	E-Rate (Y/N)?
Weaver Middle School Room 8 (HUB Site) 3076 East Childs Avenue, Merced, CA 95341 Latitude: 37.288625° Longitude: -120.431543°	4-strand SINGLE MODE dark fiber	1						YES
Wired Data Center 450 West 18th Street, Merced, CA 95340 Latitude: 37.301895° Longitude: -120.482619°	2-strand SINGLE MODE dark fiber	1						YES
Merced COE Complex Room D4 632 West 13 th Street, Merced, CA 95341 Latitude: 37.297443° Longitude: -120.488709°	2-strand SINGLE MODE dark fiber	1						YES

Notes

1. _____
2. _____

Time to MIGRATE ALL services (hours): _____	CTF vendor (Yes/No): _____
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GENERAL CONDITIONS

BID PREPARATION

1. Before submitting a bid, each bidder is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each bidder must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.
2. Bidders are encouraged to return the bids on forms furnished by the Weaver Union School District (WUSD). The Weaver Union School District (WUSD) reserves the right to disqualify bids that are not returned on forms furnished by the Weaver Union School District (WUSD). WUSD requests two copies (the original plus one copy) of all bid pages and additional information or supporting documentation.
3. It is the total responsibility of the bidder to return the bid to the place called for, by the deadline. No bid or modifications received after the time specified in this Invitation to Bid will be considered for award. The WUSD is closed on weekends, on holidays, and between 12:00 noon and 1:00 P.M. on weekdays. Therefore, WUSD cannot receive bids during these times.
4. Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.
5. Bidders are encouraged to enter all information requested in the appropriate space on the form. Corrections, if necessary, must be initialed by the person signing the bid, in the margin adjacent to the correction. Please sign the bids in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents MAY cause rejection of the bid.
6. Unless otherwise requested by the WUSD, all items supplied pursuant to this bid shall be new and unused.

PRICES

1. All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.
2. Prices shall remain firm and in effect for a minimum of one hundred eighty (180) days after the date of the E-Rate Year 2023 Funding Commitment Decision Letter, unless a longer period is specified by the vendor (if so, specify on bid forms).

CASH DISCOUNTS

1. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the WUSD shall be in no case less than twenty (20) days. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the WUSD, but such discounts shall not be considered for the purpose of bid evaluation.
2. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the WUSD Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the WUSD warrant.

GENERAL CONDITIONS

RENEWAL OF ONGOING SERVICE

1. WUSD may wish to extend service(s) on a month-to-month basis. Please include options for TWO (2) extensions of service(s). Each extension shall be on a month-to-month basis for ONE (1) year following the initial agreement or extension. The option to extend the service(s) shall be in writing and subject to the availability of funds in subsequent years.

BID CLARIFICATION, CHANGES, ADDENDA

1. Any request(s) for clarification on or correction to the bid documents must be submitted to the WUSD via e-mail. The contact information is found in APPENDIX 1 of this document.
2. Changes in the bid documents shall be made by addenda. All addenda issued during the time of bidding shall be incorporated into the bid.
3. The WUSD will not be responsible for oral interpretations.

ACTUAL CONDITIONS

1. VENDOR shall be responsible for examining the actual site(s) and certifying all measurements, specifications, and conditions affecting the work to be performed at the site(s).
2. By submitting a bid, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and its ability to protect the existing surface or subsurface improvements.
4. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

DELIVERY / RISK OF LOSS OR DAMAGE

1. Unless otherwise requested all items supplied to the WUSD shall be bid F.O.B. destination (U.C.C. 2-319 (1). a.). The bidder is required to absorb all delivery costs. The WUSD shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).
2. The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.
3. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the WUSD.

TAXES

1. State and local taxes and all other applicable taxes are to be included in bids.

GENERAL CONDITIONS

LIABILITIES

1. The Vendor or Vendor shall save, defend, hold harmless, and indemnify the WUSD against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.
2. The Vendor or Vendor shall hold the WUSD, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at his own expense, any and all actions brought against the WUSD or himself because of unauthorized use of such articles.

BONDS FOR NON-TELECOMMUNICATIONS RELATED ITEMS / PUBLIC WORKS PROJECTS

1. Bids for non-telecommunication related items must be accompanied by one of the following forms of bidder's security: (1) a cashier's check made payable to the WUSD; (2) a certified check made payable to the WUSD; or (3) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the WUSD in the form set forth in the contract documents. Such bidder's security must be in an amount not less than TEN PERCENT (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.
2. Separate payment and performance bonds, each in an amount equal to ONE HUNDRED PERCENT (100%) of the total contract amount, are required, and shall be provided to the WUSD prior to execution of the contract and shall be in the form set forth in the contract documents.
3. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

INSURANCE

1. The Vendor agrees to maintain insurance adequate for protection from claims under Workers Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract.
2. The Vendor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

DEFAULT BY BIDDER

1. In case of default by the bidder, the WUSD may procure the articles or services from other sources and may deduct from any money due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the WUSD. Prices paid by the WUSD shall be considered the prevailing market price at the time such purchase is made.

GENERAL CONDITIONS

2. Default by the bidder may be sufficient cause to remove the bidder from the approved Vendor list for subsequent bids.
3. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

ATTORNEY FEES / LEGAL FORUM

1. If a suit or action is brought by either party in this contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.
2. The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction IN CLOSEST PROXIMITY to Merced County, California.

ASSIGNMENT OF CONTRACT

1. The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the WUSD and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

WARRANTY

1. The Vendor warrants that the services and items provided shall be merchantable within the meaning of Articles 2313-2317, et. seq. of the California Commercial Code in effect on the date of this offer. In addition to all warranties which may be prescribed by law, the item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.
2. The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the WUSD, they will be free from defects in design.
3. Such warranties for any equipment provided, including warranties prescribed by law, shall run to WUSD, its successors, assigns, and customers, and to users of the items, for a period of one (1) year, after delivery, or such longer period as may be prescribed by law or by additional agreement.

AWARD OF BID

1. For Public Works projects, WUSD will award bids to the lowest responsive and responsible bidder(s). (P.C.C. 20111). Refer to the BID ASSESSMENT section of the RFP for bid assessment criteria.
2. Non Public Works projects - due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of WUSD, the school district will consider, in addition to price, other factors/criteria that WUSD deems appropriate when awarding contracts for technology, telecommunications, related equipment, software, and services (P.C.C. 20118.2). Please refer to BID ASSESSMENT section of the RFP for bid assessment criteria.

GENERAL CONDITIONS

3. WUSD reserves the right: (1). to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the WUSD, price and other factors considered

WITHDRAWAL OF BID

1. Any bidder may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

BID PROTEST PROCEDURE

1. Any Bidder submitting a Bid Proposal to the WUSD may file a protest of the WUSD's intent to award the Contract provided that each and all of the following are complied with:
 - a. The bid protest is in writing;
 - b. The bid protest is filed and received by WUSD's District Superintendent, not more than five (5) calendar days following the date of issuance of the WUSD 's Notice of Intent to Award the Contract; and
 - c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence.
2. Any bid protest not conforming to the foregoing shall be rejected by WUSD as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the WUSD District Superintendent shall review and evaluate the basis of the bid protest. The WUSD District Superintendent shall provide the bidder submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the WUSD District Superintendent will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. A determination by the WUSD District Superintendent relative to a bid protest shall be final and not subject to appeal or reconsideration. All the above requirements, including a final determination by the WUSD District Superintendent, shall be express conditions precedent to the institution of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the WUSD is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

OSHA COMPLIANCE / MATERIAL SAFETY DATASHEETS

1. The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

GENERAL CONDITIONS

INSPECTION / ACCEPTANCE

1. All items provided under this bid shall be subject to inspection and testing by the WUSD. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the WUSD.
2. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the WUSD shall have the right either to reject them or to require their correction. Supplies or lots of supplies that have been rejected or required to be corrected shall be removed, or if permitted or requested by the WUSD, corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
3. If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the WUSD either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned by the WUSD thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled "Default."
4. Unless the Vendor corrects or replaces such supplies within the delivery schedule, the WUSD may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
5. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud

PERMITS AND LICENSES

1. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.
2. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

INVOICES AND PAYMENTS

1. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the WUSD Accounting Office, 1240 D Street, Merced, CA 95341. All invoices and packing lists must reference the WUSD Purchase Order number.
2. Terms are net 30 days for the portion to be paid by Weaver Union School District following acceptance and satisfactory operation of network equipment and services. Weaver Union School District is not responsible for portion and payment terms as set out by the Schools & Libraries Corporation for E-Rate.

BID DOCUMENTS AND SAVINGS CLAUSE

1. The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information.

GENERAL CONDITIONS

2. Any of the above shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of this contract.
3. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.
4. The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

PREVAILING WAGE

1. If the CONTRACTOR employs workers and the bid is for a “public project” (i.e., construction) greater than \$1,000 in value, the CONTRACTOR hereby agrees that the project described in this Invitation for Bids is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.
2. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. CONTRACTOR must pay any labor therein described or classified in an amount not less than the rates specified. Wage rates are available at the Department of Industrial Relations (<http://www.dir.ca.gov/dlsr/main.htm>). However, this does not relieve the CONTRACTOR or Subcontractor from paying the latest up-to-date Wage Rates as set forth by the California Labor Code. Specify that all labor provided in this proposal shall be performed in accordance with the California Labor Code.
3. In a timely manner following completion of the project, the CONTRACTOR agrees to provide the WUSD with certified payroll records for each employee of the CONTRACTOR and all subcontractors who worked on the project.
4. The CONTRACTOR understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the WUSD until the contract is complete, and WUSD is in possession of complete certified payroll records for all work performed by the CONTRACTOR and all subcontractors in connection with this contract and is satisfied that prevailing wages are paid to employees on this project.

REQUIRED FORMS

CERTIFICATION OF NON-COLLUSION

“NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID”

State of California)
County of _____) ss.

_____ , being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid." (Public Contract Code, Section 7106).

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

Signature _____ Date _____

REQUIRED FORMS

VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c). For all political subdivisions 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 it employees. On or before May 31, 1979, a political subdivision of the State which, on December 3, 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 provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract).

REQUIRED FORMS

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 Sections 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 the following:

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 that will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all 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;

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 substances 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 WUSD 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, 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 Sections 8350 et. seq.

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

Date: _____

Contractor: _____

Signature of Authorized Agent or Representative: _____

REQUIRED FORMS

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY

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

DATE: _____

CONTRACTOR

By: _____
Signature

REQUIRED FORMS

WORKPLACE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Authorized Employee/Agent of Contractor]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the WUSD, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - (1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATE: _____

CONTRACTOR

By: _____
Signature

REQUIRED FORMS

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

ATTACHMENT "A"

(BELOW INCLUDE ALL NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

REQUIRED FORMS

**CONTRACTOR'S CERTIFICATE
REGARDING PAYMENT OF PREVAILING WAGE**

(This certification must be completed if bidding on a "public works project")

Labor Code Section 1771:

"Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works...."

I am aware of the provision of Section 1771 et. Seq. of the Labor Code which requires every employer to pay employees prevailing wage for public works projects, in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

The above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

REQUIRED FORMS

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the **Weaver Union School District** within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the **Weaver Union School District** may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder’s bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the **Weaver Union School District** as the Certificate Holder, and a statement that the insurance provided is primary to any insurance obtained by the **Weaver Union School District** and a minimum of 30 days’ cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the **Weaver Union School District** in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn _____
:
(Title) _____ (Department) _____

(Company)

(Street Address)

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number)

2. Workers’ Compensation/ Employer’s Liability Insurance: Certificate of Workers’ Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days’ cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

REQUIRED FORMS

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements, and a statement that the insurance provided is primary to any insurance obtained by the **Weaver Union School District**.

Incidents and claims are to be reported to the insurer at:

Attn _____
:
(Title) _____ (Department) _____

(Company)

(Street Address)

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number)

DATE: _____

CONTRACTOR

By: _____
Signature

REQUIRED FORMS

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

"SPIN" NUMBER: _____

SERVICE PROVIDER INVOICING (SPI) (YES/NO): _____

CISCO PARTNER CERTIFICATION:

___ GOLD ___ SILVER ___ OTHER (SPECIFY) _____

CA STATE CONTRACTOR LICENSE NUMBER: _____

CA PUBLIC WORKS CONTRACTOR REGISTRATION: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

OFFER TO THE WEAVER UNION SCHOOL DISTRICT (WUSD)

*IN COMPLIANCE WITH THE GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS (IF APPLICABLE), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED BY WUSD, WITHIN ONE HUNDRED EIGHTY (**180**) DAYS FROM THE DATE OF WUSD'S PURCHASE ORDER, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.*

VENDOR TO COMPLETE PUBLIC WORKS PROJECTS OR DELIVERY OF MATERIALS, EQUIPMENT, SUPPLIES, AND/OR SERVICES WITHIN **120** DAYS AFTER DATE OF THE WUSD PURCHASE ORDER OR ACCORDING TO E-RATE GUIDELINES, WHICHEVER OCCURS FIRST

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

RETURN ALL BIDS TO:

*Mr. John Curry
Weaver Union School District
1240 D Street
Merced, CA 95341
Telephone: (209) 723-7606*

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APPENDIX 1

Please refer your questions regarding this RFP and/or specific item(s) 470-nnn-23 to the person listed below

Dick Chai
Merced County Office of Education
632 West 13th Street
Merced, CA 95341

Telephone: (209) 381-6699
Email: dchai@mcoe.org

APPENDIX 2

E-Rate Bid Assessment Matrix (Weaver Union School District)

Page 1 of _____

Funding Year **2023**

Project or Service Description

470- -23

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score
Prices/Charges	35%						
Meets technical specifications and design	20%						
Prior experience	15%						
SPI Vendor (Yes=5, No=1)	10%						
Impact to WUSD Cash Flow	10%						
Non E-Rate eligible charges	10%						
Overall Ranking	100%						

Vendor Selected: Approved By: Title: Date:

Bid Assessment Comments, if needed:

Notes:

* The weight of each criterion as determined by WUSD. Percentage weights must add up to 100%. **Price must be weighted the heaviest.**

** Evaluated on a scale of 1 to 5: 1=worst, 5=best. 3=unknown/satisfactory/average (except for "Prices/Charges", "SPI vendor ")

*** Weight x Raw Score

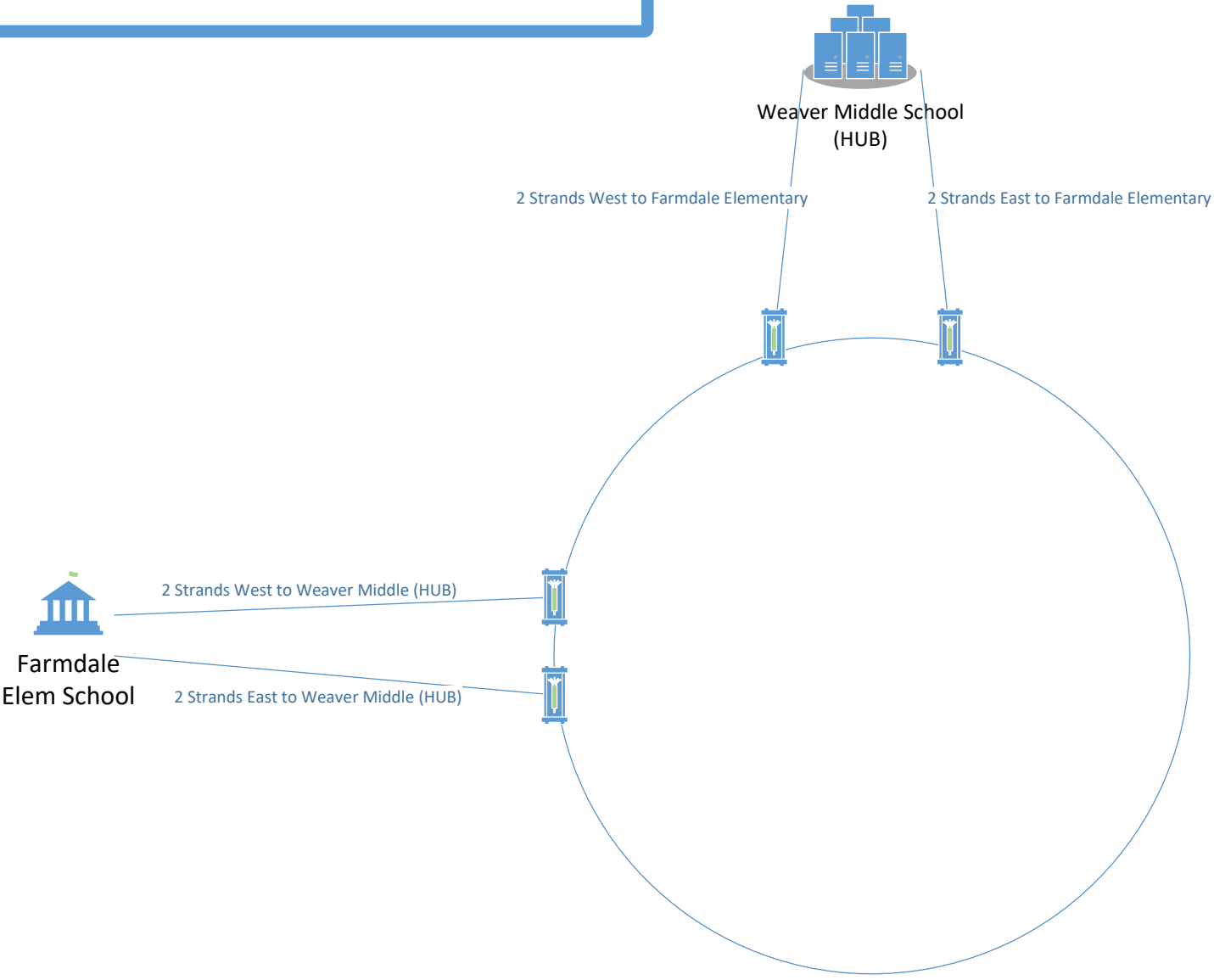
Bids on Public Works Projects shall be awarded to the lowest RESPONSIVE & RESPONSIBLE bid

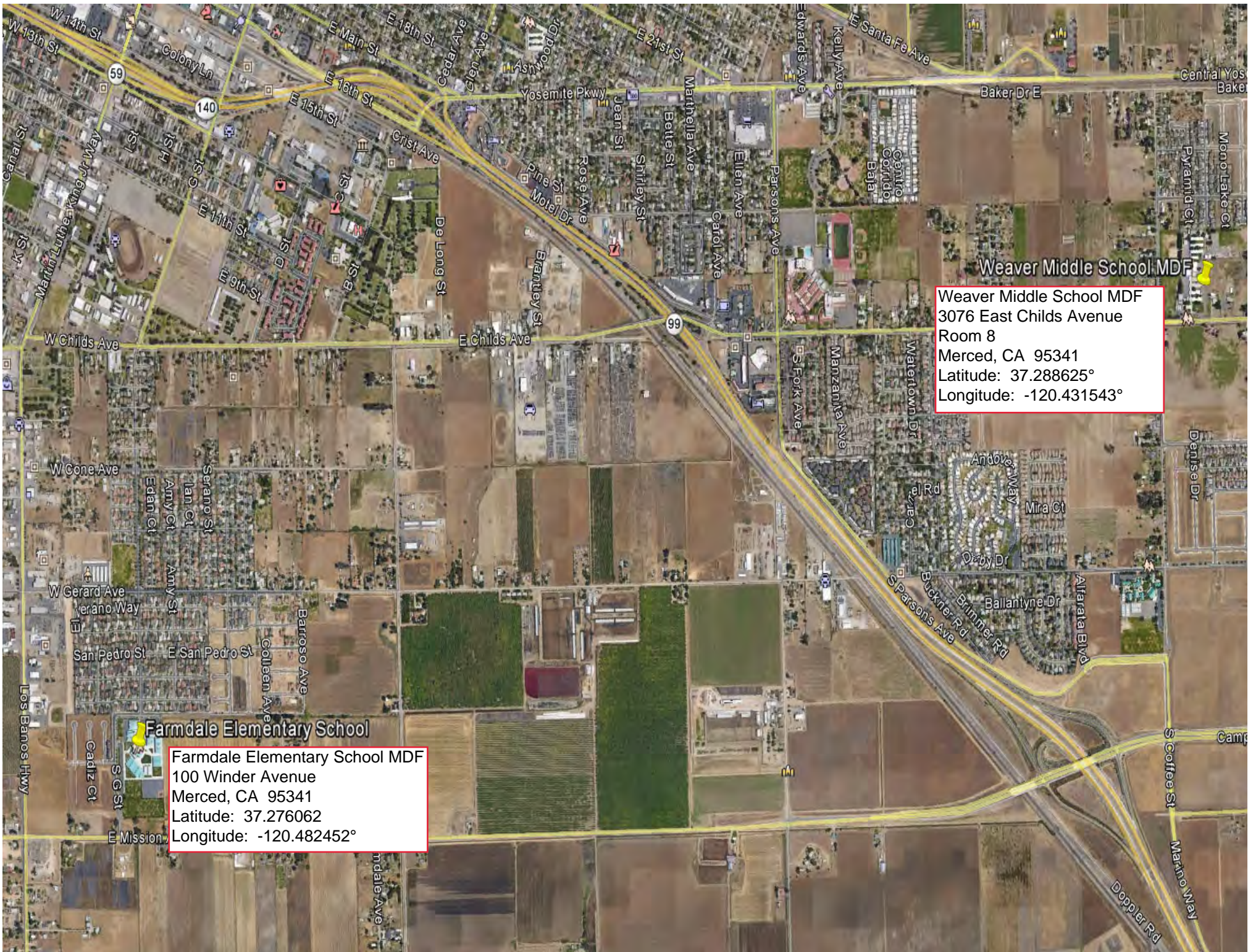
© E-Rate Central

APPENDIX 3

Lease Dark Fiber Ring Diagram Here

Appendix 3 –
Weaver Union Elementary School District E-Rate 2023
Conceptualized Leased Dark Fiber Diverse Path





Weaver Middle School MDF
3076 East Childs Avenue
Room 8
Merced, CA 95341
Latitude: 37.288625°
Longitude: -120.431543°

Farmdale Elementary School
100 Winder Avenue
Merced, CA 95341
Latitude: 37.276062°
Longitude: -120.482452°

Wired Data Center
450 West 18th Street
Merced, CA 95340
Latitude: 37.301895°
Longitude: -120.482619°

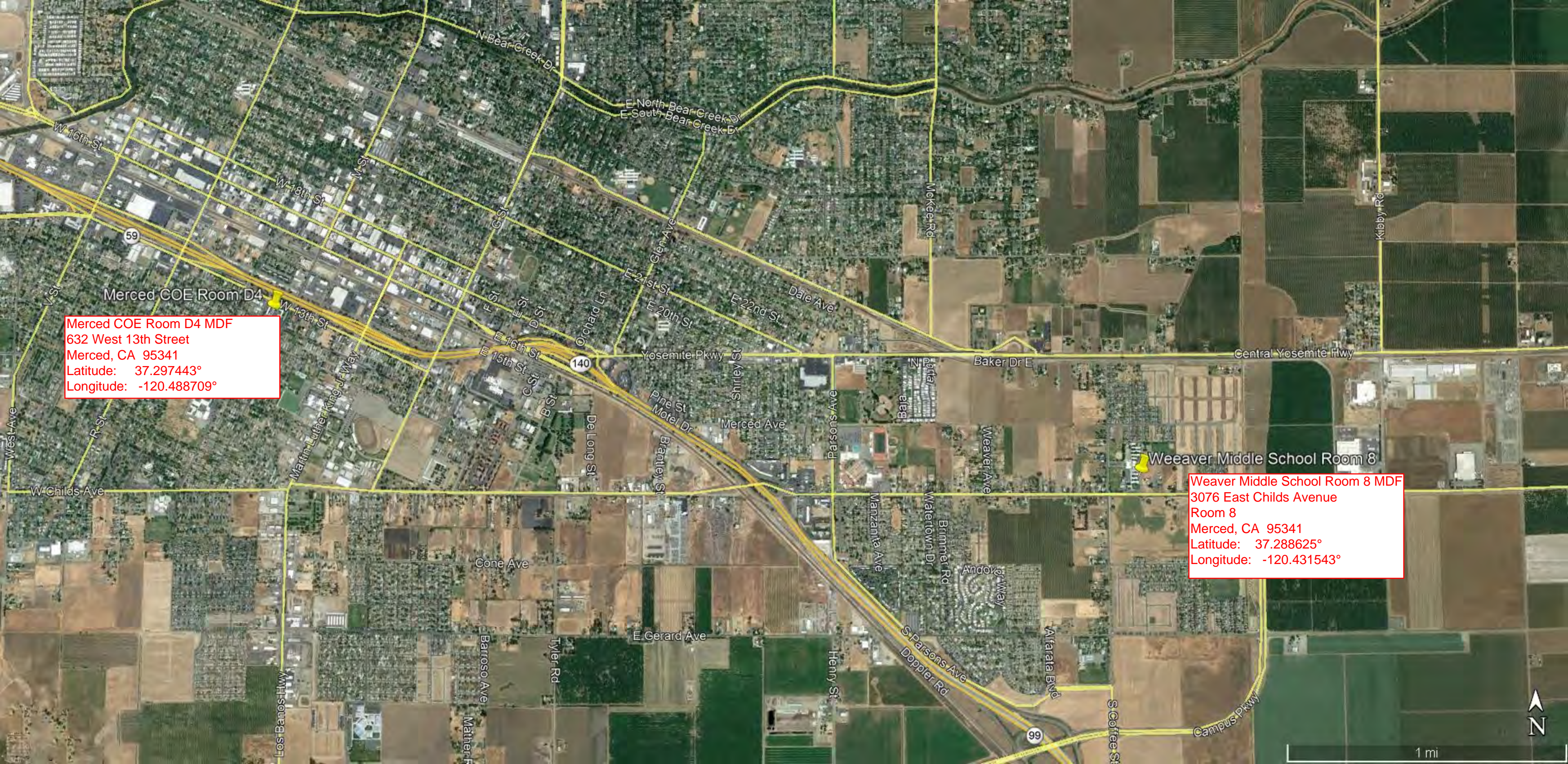
Wired Data Center

Weaver Middle School Room 8 MDF
3076 East Childs Avenue
Room 8
Merced, CA 95341
Latitude: 37.288625°
Longitude: -120.431543°

Weaver Middle School MDF

1 mi





Merced COE Room D4 MDF
632 West 13th Street
Merced, CA 95341
Latitude: 37.297443°
Longitude: -120.488709°

Weaver Middle School Room 8 MDF
3076 East Childs Avenue
Room 8
Merced, CA 95341
Latitude: 37.288625°
Longitude: -120.431543°

Merced COE Room D4

Weaver Middle School Room 8

1 mi

