

DIOCESE OF ORANGE

DEPARTMENT OF CATHOLIC SCHOOLS
13280 Chapman Ave., Garden Grove, CA, 92840

Request for Proposal #2024.01

DIA and Fiber Optic School Network 2024

Issue Date: September 13, 2023
470 Date: September 13, 2023
Bidder's Conference: September 29, 2023; 9 AM
Bid Submittal Date/Time: **Before November 17, 2023, 3:00 PM PST**
(as reported by <https://www.time.gov/>)

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Notice Calling for Requests for Proposals

ORGANIZATION	Diocese of Orange, Department of Catholic Schools
PROJECT IDENTIFICATION	DIA and Fiber Optic School Network 2024
PROJECT NUMBER	RFP #2024.01
BIDDERS CONFERENCE DATE/TIME	September 29, 2023; 9 AM
PROPOSALS DUE BY	November 17, 2023, 3:00 PM PST
SUBMIT PROPOSALS TO	RFP2024.01@DioceseOC.org

NOTICE IS HEREBY GIVEN that Diocese of Orange, Department of Catholic Schools, hereinafter referred to as “Department of Catholic Schools” and “the District,” will receive up to, but no later than the above stated date and time, sealed Proposals for the Contract for the Work generally described as: **RFP#2024.01 DIA and Fiber Optic School Network 2024.**

Bidder’s Conference

The Department of Catholic Schools will conduct a **ONE TIME ONLY, OPTIONAL CONFERENCE** for the work to be held virtually at the date and time stated above. If a bidder wishes to attend the conference, they must contact Neil Kessler at nkessler@rcbo.org and request an invitation to attend the conference.

Estimated Timeline of Events:

Event	Date and Time
RFP advertisement	September 13, 2023
E-Rate Form 470	September 13, 2023
Bidders Conference	September 29, 2023; 9 AM
Last day to submit questions	October 9, 2023, 7:00 AM PST
Proposal Submittal Date	November 17, 2023, 3:00 PM PST
Committee Approval	December 1, 2023
Contract Signed	December 22, 2023
E-Rate Form 471	January 5, 2024

Overview

The Diocese of Orange, Department of Catholic Schools, is seeking competitive proposals for DIA and Fiber Optic School Network services. In addition to issuing this Request for Proposals (RFP) and in conformity with the FCC Schools and Library Division (SLD), “Universal Service Fund” (also known as E-Rate funding), Department of Catholic Schools will post a Form 470 to seek E-Rate discounts for the services sought by this RFP. The Form 470 will be posted on **September 13, 2023.**

The Diocese of Orange, located in Orange County, in the state of California, serves a student population numbering approximately **17,000** in grades kindergarten through twelfth grade. Currently the Diocese has **37 school sites: 31 kindergartens through eighth grade schools and six high schools.**

The primary point of contact for this RFP is Neil Kessler, Director of Information Technology. Proposals in response to this **RFP are due by 3:00 PM (Pacific Standard Time as reported by <https://www.time.gov/>) on November 17, 2024**, at the Diocese of Orange, Department of Catholic Schools. Respondents are required to digitally submit one (1) digital original of the proposal to the Department of Catholic Schools. The original must be clearly labeled and include the: Service Provider Name, Address, Phone number, as well as the RFP number.

Inquiries and Clarifications

This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Project and Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the Department of Catholic Schools in writing no later than **October 9, 2023, 7:00 AM**. The Department of Catholic Schools will respond at its earliest possible opportunity. Verbal communication by either party regarding this matter is invalid. NO PHONE CALLS WILL BE ACCEPTED. Inquiries shall be made by email to RFP2024.01@dioceseoc.org or in writing to:

Neil Kessler
Director of Information Technology
Diocese of Orange
13280 Chapman Ave.
Garden Grove, CA 92840

Scope of Work

The Service Provider will include in their proposal all costs necessary to provide the services requested in this RFP. All costs associated with any on-site premise equipment, provided as an integral part of the service, shall be the sole responsibility of the Service Provider. Per the requirement of the Erate program, the on-premises equipment shall at no point, nor in the future, become the property of the Diocese of Orange or the Department of Catholic Schools. The successful bidder will include in their bid price, at a minimum, the following:

Hub and Spoke Network

The Internet and fiber optic school network is required to be a hub and spoke network. The following requirements must be met in the design and proposal.

1. The hub will be located at the Aecero colocation facility located at: 2463 W. La Palma Ave., Anaheim, CA 92801, second floor meet-me room.
2. Each school will be connected to the hub via a secure point-to-point circuit that only allows network traffic between the school and the hub at the colocation facility.
3. The DIA connection shall be provided such that the overall bandwidth can be partitioned to provide multiple circuits/vlans. For example, a 5 Gbps DIA may be configured with up to five 1 Gbps circuits/vlans each dedicated to an external IP range.
4. Cross-connects between bidder's equipment at the colocation facility and the Diocese of Orange, Department of Catholic Schools rack shall be as few as possible. The cross-connect must be optical fiber and the type and number shall be clearly stated in the bid.
5. The DIA circuit will only be at the "hub." No Internet access through any of the "spoke" circuits.
6. Service to each site will be via optical fiber.
7. The school locations have been identified as a member of one of two geographic regions, the North region, or the South region. The design of the Point-to-Point circuits must support the selection of a separate bidder for each region.
8. The design of the DIA circuit(s) at the colocation facility must support the assignment of a separate bidder for each region.
9. Demarcation hand-off for each location will be an Ethernet RJ-45 copper connection. The Service Provider will provide and maintain all premise equipment necessary to provide the District with

the specified handoff and type of service requested.

10. Fiber connections shall be full Duplex (the connection shall be bi-directional).
11. The requested service shall allow the following Network Protocols:
 - a. All TCP/IP protocols
 - b. All Layer 1 and Layer 2 protocols, minimum Layer 3 protocols (EIGRP, IGMP, BGP, IPsec, OSPF, & RIP).
12. No other Service Provider's customers will have any physical or logical access to the District's traffic/VLAN.
13. Weekly bandwidth usage reports must be provided in 60-minute increments for each day for each school and the Internet connection.
14. The location bandwidth can be adjusted either up or down as required by the site to bandwidths as listed in this section, above. Bandwidth changes need to be accomplished within one month of the request.

Costs to provide network and Internet connections (circuits).

Bidder's price shall include the following:

1. The proposal should include monthly pricing for each school point to point circuit for the following bandwidths, for each geographic region:

Bandwidth	North Region (PTP)	South Region (PTP)
200 Mbps	\$	\$
500 Mbps	\$	\$
1 Gbps	\$	\$
2 Gbps	\$	\$
5 Gbps	\$	\$

2. The DIA circuit(s) should include prices for the following bandwidths:

Bandwidth	Colocation Facility (DIA)
5 Gbps	\$
10 Gbps	\$
15 Gbps	\$
20 Gbps	\$
25 Gbps	\$

3. The DIA and Point-to-Point circuit service hand-off shall be directly to the Department of Catholic Schools supplied Local Area Network.
4. Internet access availability of 24 hours, 7 days a week, 365 days a year.
5. Service Provider must maintain connections to multiple Tier 1 Internet Service providers.
6. The necessary physical connection from the Service Provider to the District, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider's supplied on-site premise equipment, necessary to successfully transmit the requested service.
7. All costs necessary, including but not limited to "curb to demarc", to deliver the requested hand off to the Owner's specified "Point of Demarcation." The "Point of

Demarcation” is the designated MDF at each of the locations specified below.

8. During the term of contract, the bidder must allow each school site to be upgraded to any of the bandwidth speeds indicated in item 1 above. There must be an annual ‘true up” amendment which authorizes the increase or decrease of the bandwidth for any or all locations.

Bid by Region

Any bid presented must clearly show the design and cost by region. Bidder selection will be made by region. Bidders can bid on one, multiple, or all regions. The selection of the bidder for each region will be done separately. The regions are defined as follows:

The North Region

Site Name	Address
Blessed Sacrament School	14146 Olive Street, Westminster, CA 92683
Christ Cathedral Academy	13280 Chapman Ave, Garden Grove, CA 92840
Holy Family Cathedral School	530 S Glassell St., Orange, CA 92866
La Purisima Catholic School	11712 N. Hewes Street, Orange, CA 92869
Mater Dei High School	1202 W Edinger Ave, Santa Ana, CA 92707
Our Lady Queen of Angels School	750 Domingo Dr, Newport Beach, CA 92660
Rosary High School	1340 N Acacia Ave, Fullerton, CA 92831
St. Angela Merici Parish School	575 S. Walnut, Brea, CA 92821
St. Anne Parish School, Santa Ana	1324 S. Main, Santa Ana, CA 92707
St. Barbara School	5306 W McFadden Ave, Santa Ana, CA 92704
St. Bonaventure Catholic School	16377 Bradbury Lane, Huntington Beach, CA 92647
St. Catherine Academy	215 N. Harbor Blvd, Anaheim, CA 92805
St. Cecilia School	1311 S.E.Sycamore, Tustin, CA 92780
St. Columban School	10855 Stanford Ave, Garden Grove, CA 92840
St. Francis of Assisi Catholic School	5330 Eastside Cir, Yorba Linda, CA 92887
St. Hedwig School	3591 Oranewood Ave, Los Alamitos, CA 90720
St. Irenaeus Parish School	9201 Grindlay St, Cypress, CA 90630
St. Joachim School	1964 Orange Ave, Costa Mesa, CA 92627
St. John the Baptist Catholic School	1021 Baker St, Costa Mesa, CA 92626
St. Joseph School, Placentia	801 N. Bradford, Placentia, CA 92870
St. Joseph School, Santa Ana	608 Civic Center Dr E, Santa Ana, CA 92701
St. Juliana Falconieri School	1320 N. Acacia Ave, Fullerton, CA 92831
St. Justin Martyr School	2030 W. Ball Rd., Anaheim, CA 92804
St. Norbert School	300 E. Taft St., Orange, CA 92865
St. Pius V Catholic School	7681 Orangethorpe Ave., Buena Park, CA 90621
Sts. Simon & Jude School	20400 Magnolia St., Huntington Beach, CA 92646

The South Region

Site Name	Address
Mission Basilica School	31641 El Camino Real, San Juan Capistrano, CA 92675
Our Lady of Fatima Parish School	105 N La Esperanza, San Clemente, CA 92672
St. Edward the Confessor Parish School	33866 Calle La Primavera, Dana Point, CA 92629
St. Serra Catholic School	23652 Antonio Pkwy, Rancho Santa Margarita, CA 92688
Santa Margarita Catholic High School	22062 Antonio Pkwy, Rancho Santa Margarita, CA 92688

The DIA Region

Site Name	Address
Aecero facility	2463 W. La Palma Ave., Anaheim, CA 92801, Second floor meet-me room

Terms and Conditions

Bid Acceptance

No bid will be accepted from, or a contract awarded to a bidder who:

- Is not licensed in accordance with the law.
- Does not hold a license qualifying them to perform work under this contract in the state of California.
- Does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC.
- Has not successfully performed on projects of similar character and scope to the proposed work.

Service Provider Requirements

All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker's Compensation Insurance that covers every employee. The Worker's Compensation Certificate included in this proposal must be completed and returned with the submittal.

All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Diocese of Orange must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The Department of Catholic Schools has provided a certificate of understanding that must be returned with this RFP submittal.

Anti-Discrimination: It is the policy of the Department of Catholic Schools that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Service Provider agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Service Provider agrees to require like compliance by any of their subcontractors employed on the work.

No Withdrawal of Proposals

No Bidder shall withdraw its Proposal for a period of **one hundred eighty (180) days** after the award of the Contract by the Department of Catholic Schools. During this time, all Bidders shall guarantee prices quoted in their respective Proposals, and as it relates to E-Rate parameters.

Waiver of Irregularities

The Department of Catholic Schools reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

Use of Department of Catholic Schools Documents

Proposals must be submitted on forms or in the format provided by the Department of Catholic Schools. No alteration to the Department of Catholic Schools forms will be permitted, including substitutions, additions, deletions, or interlineations without the written consent of the Department of Catholic Schools, which may be given or withheld in its sole and absolute discretion. Reproduction of Department of Catholic Schools documents is permitted, so long as reproduced copies are identical in size, format and content as the forms prepared by the Department of Catholic Schools. Any proposal submitted in altered form may result in rejection of such proposal at the discretion of the Department of Catholic Schools.

E-rate Requirements

The project is 100% contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. The Department of Catholic Schools may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the Department of Catholic Schools. Bidders wishing to bid may do so solely at their own risk. The Department of Catholic Schools is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a proposal, each bidder agrees to bear all its own costs, fees, expenses, and losses, of any and all kind, should the Department of Catholic Schools cancel the project.

The Department of Catholic Schools requires the Service Provider to have a valid and current SPIN (Service Provider Identification Number) as issued by USAC (Universal Service Administration Company). The SPIN must be established at the time of the proposal submittal, and the Service Provider must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the proposal. Additionally, the Service Provider must complete and return the certificate of understanding as found in this RFP. For further information regarding the E-rate Program please reference USAC's Schools and Library Division (SLD) website: <http://www.universalservice.org/sl/>

Agreement Documents

The proposal must include a Fiber Optic School Network Services Agreement, which will be subject to the Department of Catholic Schools' acceptance after Department of Catholic Schools legal review. The Department of Catholic Schools reserves the right to reject or revise any submitted agreement. The Department of Catholic Schools also reserves the right to select any proposal which the Department of Catholic Schools believes is in the best interest of the Department of Catholic Schools, which may not provide the lowest price(s) submitted.

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:

- Funding approval by the SLD.
- Approved funded amount equal to the funding amount as requested on the Form 471.
- A valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.
- Certified Form 486 and a written “Notice to Proceed” from the Owner to initiate service.
- Approval from the Diocese of Orange, Department of Catholic Schools.

The Department of Catholic Schools intends to use the Service Provider’s supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must include all the provisions mentioned in this RFP for the Service Provider’s proposal to be considered responsive.

The contract can be terminated if, after three written notifications providing 14 days after each notification for resolution, an issue has not been satisfactorily resolved.

Inspection of Documents

Each Service Provider receiving forms prepared by the Department of Catholic Schools is responsible for inspection of Department of Catholic Schools documents for missing or illegible pages or other indication of incomplete information provided to the Service Provider.

The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Service Provider from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Receipt of addenda to the proposal documents by a Service Provider must be acknowledged on the proposal before the time proposals are due.

Proposal Content and Format

In addition to returning the mandatory forms the Service Provider should submit one (1) digital copy of the proposal following the guidelines listed below:

Narrative

The bidder will include with their proposal a written narrative, detailing the means, methods, and transport mediums, of the proposed service offering. The Proposal Narrative shall not exceed 12 pages (page limit excludes RFP Forms and/or copies of the bidder’s contracts and service level agreements). The proposal narrative shall include at a minimum:

- i. A brief description of the bidder, their history in the marketplace and with the Erate Program.
- ii. A line drawing for each geographic region depicting the proposed services.
- iii. An implementation plan, including a project schedule, for the successful delivery to the proposed service offering to the District.
- iv. A description of the bidder’s billing process, including accounting for funds related to the Erate and California Teleconnect Fund (CTF) programs.
- v. A description, if applicable, of the “District Supplied” equipment and/or facilities, required by the Bidder for the successful implementation of their proposed service offering, i.e. Power, Environmental Control, Facilities upgrades, and/or Equipment Mounting Space requirements.
- vi. A statement, if applicable, that clearly addresses any conflict or inability on the part of the Bidder to meet the specified service and/or terms and conditions specified in this document.

Such a statement will not automatically disqualify Bidder from the evaluation process.

Pricing Procedure

The bidder shall submit their price on the provided “**Pricing Sheet**”. If the bidder wishes to propose “alternate” pricing and/or product options, they may do so only in addition to supplying a “Pricing Sheet” for the requested service. Any “alternate” pricing and/or product options must be attached with clear, detailed information.

Pricing Sheet

Bidder will itemize their bid price on the provided Pricing Sheet. A spreadsheet (xlsx file), will be provided as the Pricing Sheet. Pricing provided by the bidder on the Pricing Sheet must conform to the supplied format otherwise, the proposal will be deemed non-responsive.

References

Bidder shall also include a minimum of five (5) references, preferably from K-12 schools, that demonstrate their ability to provide the services requested in this RFP. References should include a failure report from the last year for similar-sized local customers.

Service Agreement

The bidder will include the signed and dated digital original of their multi-year Service Agreement (contract and service level agreement) with their bid proposal, pursuant to the terms and conditions outlined in this request for proposal. The response shall identify The Diocese of Orange, Department of Catholic Schools as a VIP customer with a description of accompanying privileges and procedures. The Provider shall describe the escalation procedure of grievances as it pertains to VIP customers. Provider will identify a dedicated local customer service representative. Bidder will consolidate all charges on a master monthly bill detailing the charges for each site and for each service, tax, fee and/or credit. Monthly billing cycles will commence on the first day of the month and end on the final day of the month.

Installation of Service

Bidder to describe approach and timeline for the installation of fiber to each site. Failure to comply with timeline will result in a penalty of twice the MRC for each site.

Corporate Profile

This section should include an overview of the company’s history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

Mandatory Forms (Certificates and Certification Documents)

This section should include the following required forms contained in this RFP document.

- Service Agreement (supplied by Service Provider)
- E-Rate Supplemental Terms and Conditions

Contract Term

The minimum will be three (3) years with two (2) one-year extensions. Therefore, the minimum contract term is from July 1, 2024, through June 30, 2027; and subject to successful receipt by the Department of Catholic Schools of a Funding Commitment Decision Letter (FCDL) from the SLD that approves the E-Rate discounts in full for the service awarded as a result of this RFP.

Bidder is responsible for ensuring uninterrupted fiber service to all sites as of July 1, 2024, even if such a guarantee requires temporary or permanent use of another Service Provider’s equipment.

Service Level Agreement (SLA) – The Service Provider shall provide the Department of Catholic Schools

with a Service Level Agreement (SLA) in conformance to standard industry requirements. The SLA shall, at a minimum, ensure that the following Operation and Maintenance objectives are met:

- Network Availability – 99.99%
- Packet Delivery Rate – 99.99%
- Mean Time to Repair 4 Hours, end-to-end, including local loop.

Evaluation and Award of Contract

The Contract for the Work, if awarded, will be by action of the Department of Catholic Schools to the Bidder that meets the qualifications established by the RFP documents. The award will be by region, with 3 possible awards (North, South, and DIA). The selection of the bidder for each region will be done separately on a region by region basis. The same bidder can be awarded all 3 regions.

The award of a contract, if made by the Department of Catholic Schools, will be based on the Department of Catholic Schools' assessment of qualifications and desirability of the Service Providers.

Written proposals will be initially screened for completeness. All data and information in the written proposal will be subject to verification. Proposals that are not materially complete, in the Department of Catholic Schools' discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria:

Criteria	Weight
E-rate Eligible Price	40%
Technical Solution	20%
Ability to Deliver by 7/1/2024	20%
Experience with Diocese	10%
Experience with E-rate	10%

Rejection of Proposal and Waiver of Irregularities

The Department of Catholic Schools reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The Department of Catholic Schools also reserves the right to select any proposal, which the Department of Catholic Schools believes is in the best interest of the Department of Catholic Schools that may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the Department of Catholic Schools may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the Department of Catholic Schools will enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly

authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the Department of Catholic Schools.

Withdrawal or Amendment of Submitted Proposal

Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the Department of Catholic Schools prior to the scheduled time for opening of proposals.

No amendment, addendum or modification will be accepted after the proposal has been submitted to the Department of Catholic Schools. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the Department of Catholic Schools prior to the time for opening of proposals.

No Service Provider may submit more than one proposal.

After the scheduled time for opening of proposals, these proposals may not be withdrawn for one hundred eighty (180) days.

Obtaining Information

Outside sources. The Department of Catholic Schools reserves the right to obtain from any and all sources, information concerning a Service Provider which the Department of Catholic Schools deems to be pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.

Inspections

Upon reasonable notice to the Service Provider, the Department of Catholic Schools reserves the right to make on-site inspections of the Service Provider's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the Department of Catholic Schools deems pertinent and necessary to evaluate the Service Provider's proposal and to consider any information received from such inspection in evaluating the Service Provider's proposal.

Proposal Costs

The Department of Catholic Schools shall not be liable for any cost incurred by a Service Provider in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

Proposal Disclosure

All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the Department of Catholic Schools and the apparent successful Service Provider; thereafter the proposals shall be deemed public records. In the event that a Service Provider desires to have portions of its proposal remain confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

The Department of Catholic Schools will consider a Service Provider's request(s) for confidentiality; however, the Department of Catholic Schools will not be bound by the assertion that a page contains

confidential material. An assertion by a Service Provider that an entire volume of its proposal is confidential will not be honored. The Department of Catholic Schools reserves the right to disclose all information in the proposal, even if the Service Provider requests that it remain confidential, if the Department of Catholic Schools determines that disclosure is not prohibited by law or court order.

Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Service Provider shall make available or discuss its proposal with the press, any elected or appointed official or officer of the Department of Catholic Schools, or any employee, agent, or other representative of the Department of Catholic Schools, unless specifically allowed to do so in the Request for Proposal or in writing by the Department of Catholic Schools for the purposes of clarification and evaluation.

Service Providers shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the Department of Catholic Schools which may be given or withheld in its sole and absolute discretion and then only in cooperation with the Department of Catholic Schools.

Data

The Department of Catholic Schools provides information herein to assist Service Providers in formulating their proposals. Although the Department of Catholic Schools is providing this information in good faith, the Department of Catholic Schools makes no warranty or representation about its accuracy, and the Department of Catholic Schools does not intend any Service Provider to rely solely on the accuracy of the information in submitting his/her proposal.

Failure to Bid

If you do not bid on any line item, please mark “no bid” in the space provided and sign it and return the bid, otherwise your name may be removed from the proposal list.

Patents

The Service Provider shall hold the Department of Catholic Schools, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

Signatures

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

Cancellation for Insufficient, Non-Appropriated Funds or site closures

The Service Provider hereby agrees and acknowledges that monies utilized by the Department of Catholic Schools to purchase the services listed in this proposal are funds from tuition and contributions, the Federal Government under the E-Rate program, or acquired by the Department of Catholic Schools from similar public sources and is subject to variation. The Department of Catholic Schools fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds. The Department of Catholic Schools retains options for removal of sites due to closures or re-organization requirements as deemed necessary by the diocese. The diocese will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the diocese.

Payment

Service Providers are advised to thoroughly familiarize themselves with the payment provisions of the E-Rate program.

Technology Clause

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for proposal seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the proposal, to be included under the general umbrella of compatible product lines and are thus specifically included in this proposal.

Limitation on Expansion of Services

Following approval of the best value proposal, the successful Service Provider may not alter the proposed pricing without the prior written permission of the awarding agency.

Insurance Provided by Service Provider

Agency (outside vendor) shall defend, indemnify and hold the Diocese of Orange and all of its affiliated entities, directors, officers, trustees, employees and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees) for claims of injury or damages, arising out of its performance of this agreement, specifically, but without limitation, all claims, losses, and injuries or damages caused by or resulting from the operation, negligent and/or intentional acts or omissions of the Agency, its, officers, agents, and employees.

INSURANCE: Without limiting the foregoing indemnification, Agency shall provide and maintain, at its own expense, during the term of this Agreement or as may be further required for its performance hereunder, the following insurance coverage:

- 1. Commercial General Liability Insurance:** Provider shall maintain a policy of commercial general liability insurance to protect the School, Parish and the Diocese of Orange, its affiliates, officers, and employees against liability arising out of its performance and operation resulting from injury or death of any person occurring in or about said operation and for injury or damage to property in the amount of not less than a combined single limit of One Million Dollars (\$1,000,000).
- 2. Automobile Liability Insurance:** For bodily injury, including death and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
- 3. Workers' Compensation and Employer's Liability Insurance:** Workers' Compensation Insurance as required by the Labor Code of the State of California, including waiver of subrogation and Employer's Liability insurance for not less than One Million Dollars (\$1,000,000).

All insurance coverage of every kind shall be primary and not contributing. In addition, all insurance providers should have an A.M. Best Key Rating of "A" or better and be approved insurers in the State of California.

Insurance shall not be cancelled or changed so as to no longer meet the Diocese of Orange insurance requirements without 30 days prior written notice of such cancellation or change and mutual agreement of the parties hereto.

On or before 30 days prior to the commencement of this Agreement, Agency shall provide Certificates of Insurance certifying that coverage as required herein has been obtained and naming the Diocese of Orange as an additional insured (except for Workers' Compensation) and any governmental agency requesting same. Agency shall provide an "Additional Insured Endorsement" of CGL coverage in the form required by the Diocese, a sample follows and incorporated by reference for all purposes.

END OF SECTION

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.
- 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. **RESERVED**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.
- 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 Applicant 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 Applicant 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 §54.504 (2)(i)(ii).

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

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

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

4) **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 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the 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/>

5) INVOICING

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

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

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

6) FCC/USAC AUDITS

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to

examine any of said materials within a reasonable period of time during said period.

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

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