



## **RFP No. 21-13**

# **STUDENT INTERNET SERVICE BEYOND CAMPUS: WIRELESS BROADBAND SOLUTION**

**Fresno Unified School District  
Purchasing Services  
4498 N. Brawley  
Fresno, California 93722  
559-457-3588**

## TABLE OF CONTENTS

	Page #
Vendors Registration Form	3
Notice of Invitation	4
RFP Instructions	6
General Terms and Conditions	9
Special Terms and Conditions	13
Equitable Internet Access Beyond Schools	15
A. Goal	
B. Background	
C. Scope of Work	
D. RFP Submittals for Each Step	
Evaluation and Award	20
Submittal Checklist	21
Performance Bond	22
Non-Collusion Declaration	24
No Prohibited Interest/Conflicts of Interest Declaration	25
Contractor's Certificate Regarding Workers Compensation	26
Iran Contracting Act Certification	27
Designated Subcontractor List	28
Prevailing Wage Certification	29
Certification Regarding Lobbying	30
Debarment, Suspension, and Other Responsibility Matters	33
Proposal Signature Form	34
Prime Point of Contact	35
Appendix 1- Site Listing	36
Appendix 2- Performance Expectations	37

**RFP No. 21-13**  
**STUDENT INTERNET SERVICE BEYOND CAMPUS: WIRELESS**  
**BROADBAND SOLUTION**  
**Vendors Registration Form**

FAX BACK THIS SHEET ONLY

Attn: Edward Van Patten  
FAX: (559) 457-6040

Fresno Unified School District Bids and Proposals are available online. If you downloaded a Bid or Proposal without receiving an invitation, you are required to email the following information to the email address below so that you may be added to the vendor list to receive addendums to this proposal.

If you have any questions, please email [edward.vanpatten@fresnounified.org](mailto:edward.vanpatten@fresnounified.org)

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Street Address \_\_\_\_\_

Address (cont.) \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Work Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**FRESNO UNIFIED SCHOOL DISTRICT**  
**RFP #21-13, STUDENT INTERNET SERVICE BEYOND CAMPUS: WIRELESS**  
**BROADBAND SOLUTION**

**NOTICE OF INVITATION**

Notice is hereby given that Fresno Unified School District will receive sealed proposals for **RFP No. 21-13, Student Internet Service Beyond Campus: Wireless Broadband Solution** to implement and maintain a suitable, sustainable student internet service that improves internet access beyond school campuses resulting in more equitable internet access for students in underserved regions of Fresno Unified School District. The goal is to increase student internet access, leveraging the District's Internet backhaul and buildings, to broadcast Radio Frequency (RF) signals to intermediate routers/radios that transmit Wi-Fi within and/or into housing units. The RF technology may include CBRS, LTE with CBRS, and/or mmWave radios. The RFP will provide for field trials of designed radio and CPE solution sets, equipment, engineering, installation, configuration, back-end services such as Enhanced Packet Core, deployment of limited number of customer premise equipment, and ongoing maintenance of said service.

A **MANDATORY** Pre-proposal conference is scheduled at **10:00 AM on Tuesday, October 27, 2020** in front of the Administration Office at Edison High School, 540 E. California Ave, Fresno, CA 93706. Vendors interested in responding to this RFP must attend in order to have their proposal accepted as responsive.

This RFP will utilize a 3-Step process as described below in selecting a best value Vendor.

**Step 1- Prequalification:**

Potential Vendors shall submit a qualification questionnaire for approval to move on to subsequent RFP steps. Completed questionnaire must be received prior to **10:01 AM on November 2, 2020**, in the Purchasing Department of the Fresno Unified School District, 4498 N. Brawley Ave., Fresno, CA 93722 or alternatively emailed to [Edward.VanPatten@FresnoUnified.org](mailto:Edward.VanPatten@FresnoUnified.org) The questionnaire will be evaluated and a list of approved Vendors to move on to steps 2 & 3 will be provided by addendum.

**Step 2- Design and Performance Specification Submittal and Approval:**

Approved Vendors shall submit a design that includes performance specifications based on the RF solutions specified in the RFP such as CBRS and mmWave, network design integrating the RF/Wi-Fi network from student endpoint through to District switch and out to Internet, design of back-end components such as EPC, and design for a specific high-school and middle-school campus and their proximal last mile solutions as a reference architecture.

Approved Vendors Design and performance specifications must be received prior to **10:01 AM on November 20, 2020**, in the Purchasing Department of the Fresno Unified School District, 4498 N. Brawley Ave., Fresno, CA 93722. Vendors shall submit one unbound original signed RFP on 8-1/2" x 11" paper and a USB flash drive loaded with a copy of the proposal in a sealed envelope prominently marked with the RFP number, RFP title, RFP opening time, date and name of vendor. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

**Step 3- Pricing and Component Submittal:**

Vendors will be provided via addendum the District standard for minimum specification performance based on the approved vendors' submittals.

Approved Vendors Proposals consisting of scope of work, pricing, and components must be received prior to **2:01 PM on December 10, 2020**, in the Purchasing Department of the Fresno Unified School District, 4498 N. Brawley Ave., Fresno, CA 93722. Vendors shall submit one unbound original signed RFP and a USB flash drive loaded with a copy of the proposal in a sealed envelope prominently marked with the RFP number, RFP title, RFP opening time, date, and name of vendor. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

Award will be based on best value method evaluated on the criteria identified in the RFP to provide equitable internet access beyond schools of the District.

To the extent the successful Vendor's response requires equipment installation for the project described herein, the equipment installation will be subject to all applicable California public works bidding requirements, including either a C-7 or C-10 Contractor's license, prevailing wage provisions, and performance bonds in the amount of 100% of the project. The successful Vendor(s) will be required to provide a continuous performance bond in the amount of twenty-five percent (25%) of the total award executed by a surety satisfactory to the District.

Fresno Unified School District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the bidding process.

Copies of the bid documents may be downloaded from the Fresno Unified Purchasing website <https://purchasing.fresnounified.org/bid-opportunities/>, click on the RFP title, or obtained from the **Fresno Unified School District Purchasing Department 4498 N. Brawley, Fresno, CA, 93722**. Refer any questions to Edward Van Patten at (559) 457-3583.

Published date: October 19, 2020  
October 26, 2020

# I. RFP INSTRUCTIONS

A. **RFP Submittal.** The RFP will utilize a 3-step process described in the Notice of Invitation consisting of: a qualification questionnaire (step 1), proposed design & minimum performance specification (step 2), and pricing proposal & components (step 3). Submittals must be provided prior to the deadlines specified in the Notice of Invitation. Proposals will be evaluated for each step based on the process described within the RFP.

B. **Pre-proposal Conference.** Interested VENDORS must attend the **MANDATORY** Pre-proposal conference at **10:00am Tuesday, October 27, 2020** in front of the Administration Office at Edison High School, 540 E. California Ave, Fresno, CA 93706. Vendors interested in responding to this RFP must attend in order to have their proposal accepted as responsive. Additional information, modifications, and clarifications will be reduced to addendum, if deemed necessary by the District.

In order to have questions addressed at the Pre-proposal Conference, VENDORS must submit them in writing to Fresno Unified School District no later than 48 hours prior to the Conference. Questions may be e-mailed to [edward.vanpatten@fresnounified.org](mailto:edward.vanpatten@fresnounified.org).

C. **Information Request(s).** In order to control information disseminated regarding this RFP, providers interested in submitting responses are directed not to make personal contact with members of the governing Board, District Administration, or staff.

All questions regarding this RFP are to be addressed to the individual listed. Submit all questions **via email only to [edward.vanpatten@fresnounified.org](mailto:edward.vanpatten@fresnounified.org)**. Questions must be submitted by **the dates and times identified below in section "F"- Tentative Timeline** to allow sufficient time for release of any final addendum prior to the bid closing date and time. The District will advise all vendors of the questions and answers by addendum as deemed appropriate.

D. **Proposals.** Proposal submittals must be received prior to **dates identified in the Notice of Invitation**. Vendors shall submit one unbound original signed RFP on 8-1/2" x 11" paper and a USB flash drive loaded with a copy of the proposal in a sealed envelope prominently marked with the RFP number, RFP title, RFP opening time, date and name of vendor, and submitted to:

**FRESNO UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
4498 N. BRAWLEY AVENUE  
FRESNO, CALIFORNIA 93722**

Facsimile (FAX) copies or email copies of the RFP will not be accepted.

E. **Name and Nature of Vendor's legal Entity.** The Vendor(s) shall specify in the proposal and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

F. **Tentative Timeline**

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP Advertise & Release date	10/19/2020, 10/26/2020
MANDATORY Pre-proposal conference	10/27/2020, 10:00 am

Step 1:	
Questionnaire Due	11/02/2020, 10:00 am
Addendum of Qualified Vendors Released	11/04/2020
Step 2:	
Last day to Submit Question	11/12/2020
Design & Minimum Specs Due	11/20/2020, 10:00 am
Step 3:	
Addendum of Approved Design & Specs Released	11/30/2020
Last Day to Submit Questions	12/2/2020, 2:00 pm
Last Addendum Issued (if needed)	12/4/2020
Cost Proposals Due	12/10/2020, 2:00 pm
CFO Delegated Authority to Award	12/16/2020
Evaluation Period	12/11 – 12/18/2020

G. **Site Visit.** Each Vendor may visit the site(s) of the proposed work to become fully acquainted with the conditions relating to the service required for all facilities, difficulties and restrictions pertaining to the execution of the work under the contract. The failure of any Vendor to examine any site(s) shall not relieve the Vendor from any obligations with respect to the proposal or contract. Vendor must check in with the front office before site inspection.

H. **Withdraw of Proposals.** Proposals may be withdrawn by the respondents prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful Vendor shall not be relieved of the proposal submitted without the District’s consent or Vendor’s recourse to public Contract Code Sections 5100 et. seq.

I. **Exceptions.** All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

J. **Report Fraud, Waste, or Abuse.** Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste, or abuse reporting form online at <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud, waste, or abuse reporting hotline is available to report alleged fraud, waste, or abuse in the District. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

K. **Prohibited Interests/Conflict of Interest.** Vendor is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a “remote interest” in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the

Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

By way of non-exclusive example relating to whether a financial interest is a "remote interest" or not:

- 1) If the date upon which Vendor first started doing business with a DISTRICT Officer/Board Member (i.e., the date VENDOR first received goods or services supplied by the Board Member) was at least 5 years prior to Board Member's election or appointment, then the Board Member has a remote interest and VENDOR is not prohibited from submitting a bid on this Project.
- 2) If the date upon which VENDOR first started doing business with the Officer/Board Member (i.e., the date CONTRACTOR first received goods or services supplied by a Board Member) is less than five years before Board Member's election or appointment, then the Board Member has a prohibited conflict of interest and VENDOR cannot bid on this project.
- 3) The provision of a bid/quote to Vendor over 5 years prior to Board Member's election or appointment, without the goods or services included in the bid actually being furnished to VENDOR, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

In accordance with Government Code section 1092, every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the Officer (Board Member) interested therein. No such contract may be avoided because of the interest of an Officer (Board Member) therein unless such contract is made in the official capacity of such Officer, or by the Board. In the event any such contract is avoided due to a violation of California Government Code section 1090, Vendor shall receive no compensation and shall repay DISTRICT any compensation received by Vendor hereunder. VENDOR shall not aid, abet, or knowingly participate in a violation of Government Code Section 1090, et seq.



## II. GENERAL TERMS AND CONDITIONS

A. **PROPOSALS.** To receive consideration, proposals shall be developed in accordance with the following terms:

1. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.

2. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a bid which meets all of the specifications set forth in the request for proposal.

3. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that Vendor(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

4. **EXECUTION OF CONTRACT** – Unless otherwise specified, issuance of a Purchase Order(s) shall evidence the contractual agreement between the Vendor(s) and the District and the Vendor's acceptance of these RFP Instructions and Conditions.

5. **DEFAULT BY CONTRACTOR** – The District shall hold the Vendor(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Vendors(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the Vendor or deducted from any funds due the Vendor.

6. **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE** – The successful Vendor(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Vendor's operations under the contract. The Vendor shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance.** Insurance Accord shall state *"All operations resulting from informally or formally quoted projects"*. Failure to furnish such evidence and insurance, if required, may be considered default by the Vendor(s).

7. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful vendor shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful vendor(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

B. **MISCELLANEOUS PROVISIONS:**

1. **Assignment of Contracts** – The successful Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

2. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

3. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

4. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.

5. **Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.

6. **Hold Harmless Clause** – The successful Vendor agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

7. **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state, and federal law.

8. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

**9. Permits and Licenses** – The successful Vendor(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

**10. Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the Vendor agrees by his/her signature on the RFP that he/she is an independent contractor and not an officer, employee or agent of the District.

**11. Anti-discrimination** – Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District’s Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at [Paul.Idsvoog@fresnounified.org](mailto:Paul.Idsvoog@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.

**12. Early Termination** – Unless stated otherwise, this Agreement may be terminated by the District upon giving thirty (30) calendar days advance written notice of an intention to terminate.

**13. Fingerprinting** - All Vendors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Fresno Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that shall be returned with the submittal.

**C. MISCELLANEOUS FEDERAL PROVISIONS:**

**1. Compliance with Law** - While performing the services contemplated by this Agreement, Contractor agrees to comply with all applicable laws and regulations. Contractor understands and acknowledges that the purchase is being funded through a Federal Award and that, as a result, the Agreement is subject to applicable Federal law. Contractor agrees to comply with all such requirements, including but not limited to the requirements set forth in this Section.

**(a) Equal Employment Opportunity.** Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), the terms of which are incorporated by reference as though set forth in full herein.

**(b) Clean Air Act and Federal Water Pollution Control Act.** Contractor agrees to comply with and be bound by, and assist District in ensuring compliance with, all applicable standards, orders, and regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(c) Debarment and Suspension.** Contractor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist District in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(d) Byrd Anti-Lobbying Amendment.** Contractor agrees to comply with and be bound by, and assist District in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

**(e) Buy American Act.** As required by 41 U.S.C. Chapter 83 (“Buy American Act”) Contractor shall comply with and be bound by and assist the District in ensuring that goods used in a manner that complies with the Buy American Act, unless an exception of the requirement is approved, and Vendor will provide any further verified information as may be requested by the District.

**(f) Federal Labor Standards.** Contractor agrees to comply with applicable Federal labor standards, including but not limited to the Davis-Bacon Act (40 U.S.C. 3141-3148), the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), and Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702).

### III. SPECIAL TERMS AND CONDITIONS

1. **Execution of Contract.** The Contract shall be awarded based upon the best value method to the responsible Vendor submitting a responsive bid. The Contract, if required to be executed as part of the proposal, shall be executed within ten (10) calendar days after the date of Award Notification by the DISTRICT. The award, if made, will be made within ninety (90) days after the opening of the proposals. If the Vendors to whom an award is made, fails or refuses to execute the Contract and other required documents within ten (10) calendar days from the date of receiving Award Notification, the DISTRICT may declare the Vendor's non-responsible and award the work to the next lowest responsible Vendor, or reject all proposals and call for new solicitation, or abandon the work entirely.

2. **Termination for Cause and Convenience.** Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, the DISTRICT shall be released of its obligations to make all further installment payments to the Vendor.

3. **General Prevailing Rates of Wages and Apprenticeship Training Requirements.** Notice is hereby given pursuant to the provisions of sections 1770 et seq of the California Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rates of per diem wages in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute the contract which will be awarded to the successful Vendor, and the prevailing rates are as set forth in the web address [www.dir.ca.gov/DIRdatabases.html](http://www.dir.ca.gov/DIRdatabases.html) and are incorporated herein by reference

4. **Contractor Registration Program (SB 854).** Pursuant to Labor Code Section 1725.5, the Department of Industrial Relations (DIR) established a public works CONTRACTOR registration program for prevailing wage compliance monitoring and enforcement on all public works projects. The cost to register for the program is currently \$300 and is non-refundable. This is a DIR fee paid to the State by the CONTRACTOR; the DISTRICT will not register a CONTRACTOR, nor collect funds. Pursuant to Labor Code Section 1725.5; Starting March 1<sup>st</sup>, 2015 no CONTRACTOR or subcontractor may be listed in a bid proposal unless registered with the DIR. Starting April 1<sup>st</sup>, 2015 no CONTRACTOR or subcontractor may be awarded a contract, nor employed on a Public Work project unless registered with the DIR. The project is subject to compliance monitoring and enforcement by the DIR and will require prime contractors and subcontractors to upload ALL payroll records on the DIR website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

5. **Contractor/Subcontractor Registration.** A Contractor and/or Subcontractor, as applicable, shall not be qualified to bid on, be listed on a bid response (subject to the requirements of Public Contract Code § 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid response submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. On or after such dates, the District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

Vendor acknowledges that the license number required for the performance of Public Works is, at the time of submitting response, and shall be throughout the period of the contract, valid pursuant to State of California requirements.

6. **Workers Compensation.** All Vendors 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 bid shall be completed and returned with the submittal.

7. **Payments.** Payments to the Vendor on account of the Contract shall be made in accordance with terms of the Contract.

8. **Performance Bond.** The successful vendor will be required to provide a performance bond in the amount of 100% of the total amount of the award for the purchase and installation of broadband/RF equipment executed by a surety satisfactory to the District and filed with the Executive Director of Purchasing. Said bond will remain in effect until such time that the District takes ownership of the broadband/RF equipment and service has been accepted and approved by the District. Said bond shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid. Upon recording Notice of Completion, Vendor shall provide throughout the life of the Operations and Maintenance Agreement a Faithful Performance Bond in the amount of twenty-five percent (25%) of the total maximum annual charge for Maintenance and Operations of the broadband network and equipment.

9. **Governing Law and Venue.** In the event of litigation, the bid documents, specifications, Contract Documents and all matters related to the bid, Contract and performance of the Contract shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County, California.

10. **Liquidated Damages.** In accordance with Government Code Section 53069.85, for each calendar day completion is delayed beyond the time specified in the Notice to Proceed, CONTRACTOR agrees to forfeit and pay to DISTRICT the Sum of **One Thousand Five Hundred dollars (\$1,500) for each calendar day, per phase .**

All liquidated damages shall be deducted from any payments due to or to become due to Vendor. Notwithstanding any provisions of the Contract Documents to the contrary, liquidated damages shall be imposed until final completion of the entire project in conformity with all the terms, conditions, and requirements of the Contract Documents.

11. **Time of Completion.** The time allowed for completion for the project shall be **182** Calendar days from Notice to Proceed date. All work to be done concurrently and subject to all phasing and milestone dates. CONTRACTOR shall not commence Work on the Project site before the effective date of the accepted insurance and bonds. The anticipated start date for this project is January 1, 2021.

Vendor shall not commence Work on the Project site before the effective date of the insurance and bonds. The Notice to Proceed and duration will not be altered for issuance of insurance and bonds.

## IV. EQUITABLE INTERNET ACCESS BEYOND SCHOOLS

### A. GOAL

The goal is an *internet connected RF solution for student internet service* that serves students living in housing within proximity to *physical assets* regardless of type of *dwelling unit*. The District is seeking a solution that will maximize coverage of identified areas within the allotted budget of \$1.4-million dollars for implementation, and a 5-year operations and maintenance plan.

Fresno Unified School District is seeking a proposal for service to connect students within ½ to 1 mile radius of specified school locations, via poles or towers mounted on district-owned buildings, using wireless technologies such as LTE and Wi-Fi in ways that address local geographic context such as the housing structures:

- where an *internet connected RF solution* provides customer premise equipment where necessary, last-mile connectivity using LTE or Wi-Fi via radio at campus and/or light pole, and leverages for back-haul the District’s infrastructure such as campus network, WAN, and Internet.
- where *student internet service* is affordable, content-filtered for learners, un-impacted by others’ shared use, with uncapped data consumption, and sufficient bandwidth to access the District’s standard digital learning platforms/apps as well as self-directed learning experiences beyond the formal classroom curricula. This student internet service leverages the District’s content-filtering services.
- where physical assets include District’s owned facilities and the City of Fresno’s light poles
- where dwelling units vary in construction types, ownership structures and student level of mobility. The preference is last mile solutions that do not require installation of equipment on the customer premise improving time to service initiation and reducing cost per installation. The higher mobility of some students should be considered when evaluating technology solutions such as direct Wi-Fi access on laptops without requiring CPE such as hotspots. And, improving the Wi-Fi signals while reducing per housing unit costs should be considered when designing solutions such as powerline mesh for multi-unit dwellings.

#### Additional Solution Considerations

The District will consider proposals that include a cost for services approach as well as for-profit services delivered outside the scope of the student internet services (with revenues that offset the costs related to delivering the student internet service). For example, the service provider may co-locate radios on the poles mounted on campus buildings and deliver service to customers beyond the scope of the student-specific internet service.

### B. BACKGROUND

COVID exposed the systemic problem of inequitable internet access, previously called the “homework gap”. Hotspots and LTE can be band-aids for certain situations – hotspots as an aid during school closure and where there is a strong cell signal, and LTE in urban areas where wireline broadband is not yet widely used. However, healing this wound requires a coordinated response and a multi-faceted approach to



ensure high-quality, affordable access. This brief on *internet access beyond schools* delineates goals, the multi-faced problem, and a multi-layered approach for improvement.

### **Vision**

Every student deserves access to world-class learning experiences in and beyond school that better prepare them for their futures with the necessary knowledge, skills, and dispositions. Students live within social structures where access to learning, jobs, and health are affected by the quality of their neighborhood internet. And internet access beyond school campuses is now a part of the *necessary conditions* for modern learning. The objective is *student internet access* that is affordable, content-filtered for learners, un-impacted by others' shared use, with uncapped data consumption, and sufficient bandwidth to access the District's standard digital learning platforms/apps as well as self-directed learning experiences beyond the formal classroom curricula.

### **Multi-faceted Problem**

2020 further revealed the disparities in the quality and affordability of internet access across neighborhoods. Students in lower socio-economic conditions have fewer effective options for broadband, public Wi-Fi, or cellular data. Funding does not support the necessary improvements to infrastructure nor do the regulatory mechanisms ensure equitable access to quality, affordable internet. The problem of access to quality, affordable internet for relevant, rigorous learning experiences is multi-faceted.

**Location:** access must be available at schools, in classrooms, on buses, beyond the school campus, in community centers, and where students live. Schools are equipped with wireless access in classrooms, quads, gyms and MPRs. During school closures, hotspots were well deployed to 9,000+ students.

**Quality and affordability:** Internet services vary across neighborhoods in cost and quality (availability, coverage, bandwidth, and data limits). Hotspot bandwidth is throttled once students' use exceeded Sprint's download limits – limiting students' participation in synchronous learning.

### **Technology, Topography and Types of Structures:**

- Wireline up to or inside the housing unit is preferred to radio signals, like LTE or Wi-Fi, from outside.
- Radio Frequency (RF) technologies vary in reach, penetration, density, and bandwidth. RF technologies include LTE EBS, LTE CBRS, Wi-Fi, TVWS, 5G. Penetration improves with lower radio frequencies or higher-powered radios; bandwidth improves with large frequency channels. Note that EBS and TVWS are currently not available to Fresno Unified.
- Hotspots did not work as well in certain types of housing structures or in neighborhoods where there were fewer cell towers/radios.
- Topography affects signal reach. Tall buildings or large trees can block radio signals to housing units.
- Housing units vary in construction materials with some materials blocking radio signals.
- Housing units may not be owned by tenants where owners control installations of internet services.

**Student Mobility:** Homeless or foster students are better served with hotspots. All students are better served when places like community centers and housing units are wired or have Wi-Fi.

**Community Internet Ecosystem:** At the end of the day, the quality and affordability of internet access is a function of the *community internet ecosystem* which includes fiber infrastructure, carriers/providers, community partners and assets. These are some aspects of Fresno's *internet ecosystem*.

- Wireline/Wireless Broadband: Xfinity Cable, AT&T DSL, unWired ...
- Cellular Internet Service: AT&T, T-Mobile, Verizon...
- Community Partners: FCSS, City of Fresno, Fresno Housing Authority, community centers
- Fresno Unified Assets: school structures, fiber back-haul over WAN and to internet



## **Multi-layered Solutions with Prioritized Response**

This multi-faceted problem requires a multi-layered response to improve the *community internet ecosystem* especially across disadvantaged neighborhoods. District should connect with stakeholders and socialize new practices, leverage existing assets, collaborate with community partners, acquire private LTE network, improve critical infrastructure, and influence carriers/providers to better fulfill their mission to deliver internet services that fit the situations and conditions of students and families.

### **Influence carriers/providers** to deliver quality, affordable *Student Internet Service*

- AT&T is no longer selling DSL wireline broadband and will only sell wireless or fiber services.
- District may partner with Comcast on *Student Internet Service* that is content-filtered, has guaranteed minimum bandwidth, and is not capped on data consumption.
- City of Fresno require Comcast as franchise to improve connection and take-rate across housing units in SW/SE Fresno.
- Advocate with T-Mobile to *build first in SW/SE Fresno* using LTE. Engage T-Mobile 10 Million project for hotspots to connect to cell carriers and LTE as the wonderful Sprint 1 Million project is sunset.
- Bid for lower cellular spend to support hotspots and more equitable tower/radio placements.

### **Improve critical infrastructure** through rollout of leased fiber network to serve as WAN back-haul for private LTE network and to improve fiber infrastructure in region.

- Bid for 3 sub-rings of leased fiber for schools in Edison, Roosevelt, and Sunnyside regions.
- District uses fiber WAN as back-haul for *Student Internet Service* where necessary.
- Coordinate with City of Fresno to stretch fiber to community centers in SW/SE Fresno.
- Fresno Housing Authority serves students/ families thru CVIN fiber or Comcast cable in FHA housing.

### **Acquire services for private LTE network**

- Multi-phased RFP to engineer, deploy and maintain private LTE network with CBRS or EBS spectrum.
- Collaborate with FCCS, T-Mobile and CPUC to re-acquire license to EBS spectrum.

### **Collaborate with community Partners**

- Collaborate with FCCS to re-acquire EBS and leverage K12HSN, City of Fresno on possible deployment of Wi-Fi on city assets using District fiber for back-haul, and with FHA to connect students to internet and facilitate digital learning experiences.

### **Leverage existing assets**

- Fresno Unified assets include school buildings, internet back-haul, and content-filtering service.
- The City of Fresno assets include light poles, ordinances, and access to funds.
- FHA assets include 75 buildings and access to fiber connections.

### **Connect with stakeholders and advocate for equitable access and improved internet services**

- Educate stakeholders on “Why” of internet access, valuing wireline over wireless, valuing LTE and Wi-Fi over 5G (5G wont’ solve internet access in SE/SW Fresno for many years due to tech hurdles)
- hotspots better fit more mobile students and works within a private LTE network. However, a large deployment of hotspots is not financially sustainable.
- Gather data on carriers/providers infrastructure, social practices, and students’ lived experience.

## **C. SCOPE OF WORK - IMPLEMENTATION AND OPERATIONS & MAINTENANCE**

The scope of work for this RFP shall include two implementation phases as well as 5-year ongoing operations and maintenance. The budget available for implementation, and operations and maintenance is \$1.4-million dollars. District is seeking a solution that will maximize cover of identified areas within the allotted budget.

### **Phase I - Implementation**

The following work streams may be processed concurrently.

- Assessment- Consult with District and local partners on a) existing and/or planned broadband deployments within community, b) most urgent areas of need and then adjust planned deployments within RFP scope of work for the 35 site locations listed in Appendix 1
- Proof of Concept (concurrent with above assessment)
  - a. Consult with District on solution sets to test in the field including
    - transmission types from school campuses: CBRS radio and/or mmWave
    - light-pole and/or customer premise receivers that bridge to either a) Wi-Fi and/or b) ethernet powerline to mesh Wi-Fi
  - b. Engineer and Deploy these solutions one high school and one middle school
  - c. Field test signal around and within premises
- Adjust both design and technical solution sets for current and remaining deployments based upon findings from Proof of Concept.
- Vendor shall design solution sets in a manner that best addresses areas of greatest need, the local geographic context, and available assets. Solutions sets include the transmission protocol/spectrum and the related set of last-mile technology configurations.

### **Phase II - Implementation**

1. Conduct engineering for each site based on findings from Phase 1
2. Deploy RF and last mile solution sets to remaining sites as defined in Phase I.
3. Deploy back-end services such as EPC whether delivered as a DCaaS or an on-premises solution.
4. Test quality of solutions (Bidder should specify coverage, reach, bandwidth, and latency).
5. District reserves the right to reduce and/or expand the scope of work based upon findings from Phase I and/or Phase II.

Funding sources require that Phase II be completed by June 30, 2021.

### **Operations & Maintenance**

The vendor shall provide ongoing operations and maintenance as follows:

- Maintain radios, last-mile solutions, and back-end services.
- Notify district if service is disrupted (Bidder should specify SLA).
- Remedy service disruptions (Bidder should specify MTTR).
- Vendor to provide annual costs over 5 years for operations and maintenance of their internet connected RF solution as well as the cost per type of housing unit.
- Bidder shall indicate useful life for each equipment SKU

#### **D. RFP REQUIRED SUBMITTALS FOR EACH STEP**

1. **Step 1: Prequalification Process-** Complete and submit provided qualification questionnaire and requested documents (sample Operations and Maintenance Agreement and sample Design and Performance Specification) no later than deadline specified in the Notice of Invitation. Completed questionnaire must be received prior to **10:01 AM on November 2, 2020**, in the Purchasing Department of the Fresno Unified School District, 4498 N. Brawley Ave., Fresno, CA 93722 or alternatively emailed to [Edward.VanPatten@FresnoUnified.org](mailto:Edward.VanPatten@FresnoUnified.org) Questionnaires will be evaluated on, but not limited to: company experience, financial standing, industry standing, project history, personnel, and submitted sample documents. A list of approved Vendors to move on to steps 2 & 3 will be provided by addendum.
2. **Step 2: High-level Design Concept & Minimum Performance Specification Submittal-** Based on the GOAL and SCOPE OF WORK outlined in the RFP, submit design mapping, proposed equipment list, and minimum performance specifications. Submit no later than deadline specified in Notice of Invitation in the format specified in the RFP

The High-Level Design Concept shall indicate estimated coverage and reach for each reference architecture as well as the associated estimated bandwidth and latency for end-user experience. The Design Concept shall articulate the trade-offs between CBRS and mmWave as well as between last mile solutions (light-pole and/or customer premise receivers that bridge to either a) Wi-Fi and/or b) ethernet powerline to mesh Wi-Fi).

The Performance Specifications shall be based on the RF solutions specified in the RFP such as CBRS and mmWave, network design integrating the RF/Wi-Fi network from student endpoint through to District switch and out to Internet, design of back-end components such as EPC, and design for a specific high-school and middle-school campus and their proximal last mile solutions as a reference architecture.

3. **Step 3: Cost Proposal & Components Listing-**
  - a. Vendors will be provided via addendum the District approved design and standards for minimum specifications performance based on the approved vendors' submittals.
  - b. Provide Implementation Plan & Timeline - Implementation plan shall show major deliverables and timeline.
  - c. Submit Design Concept & Mapping with any revisions based on final solution.
  - d. Submit Lump Sum Cost Proposal consisting of all costs for all labor, materials and equipment required to implement a turn-key solution in accordance with all City regulations, ordinances, State and Federal laws/regulations including implementation phase assessments per each site.
  - e. Provide a schedule consisting of all major components of the proposed solution with a line item cost detail.
  - f. Submit all required documents no later than deadline specified in Notice of Invitation in the format specified in the RFP.
  - g. Step 3 will be evaluated based on the criteria identified in Section 5, Evaluation Process.

## V. EVALUATION AND AWARD- BASIS OF SELECTION

Evaluation and Award. The method used for evaluating and awarding this RFP will involve a two (2) step process:

Step 1: The committee will evaluate submitted proposals based on 100-possible points. The proposal that is deemed to be responsive, compliant, and capable of meeting the District’s needs, and scores the highest points based on the evaluation criteria stated in the proposal, will be approved to move forward to step two.

- a. The District reserves the right to conduct interviews of Vendors with the highest scores. No firm will be by-passed for a firm with a lower score. If necessary, the interviews will be held between December 11, 2020 and December 18, 2020.
- a. Interviews will be held for the purpose of providing additional details or obtaining clarifications for finalizing evaluators scoring.

Step 2: If necessary, negotiations will begin with the highest ranked Vendor. If a mutually acceptable agreement cannot be reached, negotiations with that Vendor will be formally closed and negotiations will be opened with the next ranked best value Vendor, and so on until an agreement can be reached.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>1.)</b> Total cost of deployment, operations, and maintenance over 5 years	<b>40</b>
<b>2.)</b> Suitability of design to performance expectations and programmatic goal	<b>20</b>
<b>3.)</b> Completion timelines for phase I and phase II	<b>20</b>
<b>4.)</b> Vendors ability to provide ongoing operations and maintenance of service including Distract acceptance of Service Agreement terms and conditions	<b>10</b>
<b>5.)</b> Quality of references and experience	<b>10</b>
<b>Total</b>	<b>100 points</b>

# SUBMITTAL CHECK LIST

*The listed documents below are required to be provided as part of your submittal*

## **Step 1:**

- Completed Pre-qualification Questionnaire including submittal of Sample Operations and Maintenance Agreement and Sample Design and Performance Specification

## **Step 2:**

- High-level Design and Performance Specifications submittal for approval

## **Step 3:**

- Pricing proposal including Final Scope of Work, List of Components, Pricing
- Non-Collusion Declaration Form
- No Prohibited Interest/Conflicts of Interest Declaration Form
- Workers Compensation Form
- Iran Contracting Act Certification Declaration
- Designated Subcontractor List
- Prevailing Wage Certification
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Debarment, Suspension, and Other Responsibility Matters
- Proposal Signature Page Form
- Prime Point of Contact Form

Bond No. \_\_\_\_\_

## PERFORMANCE BOND

### BE ADVISED THAT:

The **Fresno Unified School District** of Fresno County, California (“District”) has awarded to \_\_\_\_\_ as Principal (“Principal”) the Contract for the work described as follows:

The Principal is required to furnish a bond in connection with the Contract guaranteeing faithful performance;

We, the undersigned Contractor, as Principal, and Surety, are held and firmly bound to the District in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) (this amount being not less than one-hundred percent (100%) of the total amount payable by the District under the terms of the Contract awarded by the District to the Contractor/Principal), lawful money of the United State of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Whenever Contractor/Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District’s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible Vendor, arrange for a contract between such Vendor and the District, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable to Contractor/Principal by the District under the Contract and any modifications thereto, less the amount previously, properly paid by the District to the Contractor/Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the principal.

Surety shall not utilize Contractor/Principal in completing the Contract no shall Surety accept a bid from Contractor/Principal for completion of the Project if the District, when declaring the Contractor/Principal in default, notifies Surety of the District's objection to Contractor's/Principal's further participation in the completion of the Project. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted when the applicable statute of limitations period as provided by the laws of the State of California.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District/s reasonable attorney fees incurred, with or without suit, in addition to the above amount.

**AS WITNESSES**, we have affixed our signatures and seals this \_\_\_\_ day of \_\_\_\_\_.

(Principal Seal)

PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ / FAX No. \_\_\_\_\_

(Surety Seal)

~~~~~  
SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agent's Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ / FAX No. \_\_\_\_\_

Surety's Address \_\_\_\_\_

\_\_\_\_\_  
Surety's (Claim) Telephone No. \_\_\_\_\_ / FAX N \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY AND SUBMITTED WITH RFP**  
**RFP No. 21-13**  
**STUDENT INTERNET SERVICE BEYOND CAMPUS: WIRELESS**  
**BROADBAND SOLUTION**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal 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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative



**NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION**  
(TO BE EXECUTED AND SUBMITTED WITH RFP E23002)

I hereby certify and declare that the undersigned Vendor has reviewed and understands the Information to Vendors, Prohibited Interests/Conflicts of Interest clause, and that Vendor has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Vendor and the District, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to Vendors and thereby preclude Vendor from contracting with the Fresno Unified School District. Vendor further understands that the provision of a bid/quote to Vendor over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Vendor, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to Vendors relating to Prohibited Interests/Conflicts of Interest, Vendor understands that if Vendor is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to Vendors, Prohibited Interests/Conflicts of Interest, the contract between Vendor and Fresno Unified School District may be void, and in such event Vendor may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Vendor has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to Vendors relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Vendor, 2) I am authorized by Vendor to execute this form on Vendor’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: \_\_\_\_\_, 2020 \_\_\_\_\_

[Company Name]

\_\_\_\_\_  
[Name and Title of Vendor’s Representative]

\_\_\_\_\_  
[Signature]

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS COMPENSATION  
TO BE EXECUTED AND SUBMITTED WITH BID**

Labor Code Section 3700 Provides:

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, either as an individual employer, or as one employer in a group of employers, 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 or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

## IRAN CONTRACTING ACT CERTIFICATION

### Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

#### OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

|                                                     |                                                                        |
|-----------------------------------------------------|------------------------------------------------------------------------|
| <i>Company Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</i>                                      |
| <i>By (Authorized Signature)</i>                    |                                                                        |
| <i>Printed Name and Title of Person Signing</i>     |                                                                        |
| <i>Date Executed</i>                                | <i>Executed in the County of _____</i><br><i>in the State of _____</i> |

#### OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

|                                                    |                                   |
|----------------------------------------------------|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |                                   |
| <i>Printed Name and Title of Person Signing</i>    | <i>Date Executed</i>              |

## DESIGNATED SUBCONTRACTOR LIST

(Only Required for Equipment Installation)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RESPONSE (IF APPLICABLE)

PROJECT: **RFP No. 21-13 Student Internet Service Beyond Campus: Wireless Broadband Solution**

1. BIDDER must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform relating to the Special Construction portion of the Bid if the Contract is awarded to the BIDDER. BIDDER acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the BIDDER in or about the construction of the Special Construction Work in an amount in excess of one-half of one percent (1/2 of 1%) of BIDDER's total Special Construction Bid.
2. As to any Special Construction Work that BIDDER fails to list, BIDDER agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate Special Construction bids are called for and BIDDER intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Special Construction Bid, BIDDER must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of BIDDER's total Special Construction Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. BIDDER need not list entities that are only vendors or suppliers of materials.
6. BIDDER must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
7. BIDDER must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
8. **The District will permit each BIDDER to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**
9. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto, and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

**Percent of Work:** \_\_\_\_\_ **%** **CSLB No.:** \_\_\_\_\_ **DIR No.:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

**Percent of Work:** \_\_\_\_\_ **%** **CSLB No.:** \_\_\_\_\_ **DIR No.:** \_\_\_\_\_

**ADD ADDITIONAL PAGES AS NECESSARY WITH ALL INFORMATION COMPLETED**

**Prevailing Wage Certification**  
(Only Required for Equipment Installation)

**RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: RFP No. 21-13 between Fresno Unified School District (the “District”) and \_\_\_\_\_ (the “Contractor” or the “BIDDER”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for any identified Special Construction (Non-Recurring Costs) component(s) of the project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1720, et seq.

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

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment I: Certification Regarding Lobbying**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                        |                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Type of Federal Action:</b><br/>                 contract<br/>                 b. grant<br/>                 cooperative agreement<br/>                 loan<br/>                 loan guarantee<br/>                 loan insurance</p>                                                                                                                                                                                                                                                                                                                                                                                   | <p><b>Status of Federal Action:</b><br/>                 bid/offer/application<br/>                 b. initial award<br/>                 c. post-award</p>            | <p><b>Report Type:</b><br/>                 initial filing<br/>                 b. material change<br/> <b>For material change only:</b><br/>                 Year _____ Quarter _____ Date of last report _____</p> |
| <p><b>4. Name and Address of Reporting Entity:</b><br/>                 _____ Prime _____ Sub awardee<br/>                 Tier _____, if Known:<br/><br/>                 Congressional District, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        | <p><b>If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</b><br/><br/><br/>                 Congressional District, if known:</p>                                                         |
| <p><b>6. Federal Department/Agency:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><b>7. Federal Program Name/Description:</b><br/><br/>                 CFDA Number, if applicable: _____</p>                                                         |                                                                                                                                                                                                                      |
| <p><b>8. Federal Action Number, if known:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>9. Award Amount, if known:</b><br/>                 \$ _____</p>                                                                                                 |                                                                                                                                                                                                                      |
| <p><b>10. a. Name and Address of Lobbying Registrant</b><br/> <i>(if individual, last name, first name, MI):</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br/> <i>(last name, first name, MI):</i></p>                         |                                                                                                                                                                                                                      |
| <p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> | <p><b>Signature:</b> _____ <b>Print</b><br/> <b>Name:</b> _____ <b>Title:</b> _____<br/>                 _____<br/> <b>Telephone No.:</b> _____ <b>Date:</b> _____</p> |                                                                                                                                                                                                                      |
| <p><b>Federal Use Only</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>                                                                                        |                                                                                                                                                                                                                      |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



## **Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, for participants or Vendors in primary covered transactions:

- A. The participant or Vendor certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Participant or Vendor Company Name

\_\_\_\_\_  
Award Number, Contract Number, or Project Name

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representatives

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

# PROPOSAL SIGNATURE PAGE FORM

RFP #21-13

## STUDENT INTERNET SERVICE BEYOND CAMPUS: WIRELESS BROADBAND SOLUTION

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed RFP #21-13 submitted herewith and agree to provide a wireless broadband solution consistent with the terms of the RFP at the prices identified in the response to the RFP.

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

*To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.*

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Area Code / Telephone Number

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Area Code / Fax Number

\_\_\_\_\_  
Name of Company as Licensed

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor License No. / Class / Exp. Date

\_\_\_\_\_  
City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_ Date \_\_\_\_\_

# PRIME POINT OF CONTACT

RFP #21-13

## STUDENT INTERNET SERVICE BEYOND CAMPUS: WIRELESS BROADBAND SOLUTION

---

Name of Company

---

Address

---

Signature

---

City

State

Zip Code

---

Print Name

---

Phone Number

Fax Number

---

Title

---

Email Address

## APPENDIX 1 SITE LIST

Available building assets by school district regions (labeled by high school with middle schools on left column and elementary schools in right column).

| Edison HS                   |                                                                       | Roosevelt HS                |                                                                                                                     | Sunnyside HS                     |                                                                                      |
|-----------------------------|-----------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------|
| <b>Computech<br/>Gaston</b> | Addams<br>Columbia<br>King<br>Kirk<br>Lincoln<br>Manchester<br>Sunset | <b>Sequoia<br/>Tehipite</b> | Anthony<br>Balderas<br>Calwa<br>Jackson<br>Jefferson<br>Lane<br>Lowell<br>Vang Pao<br>Webster<br>Winchell<br>Yokomi | <b>Kings Canyon<br/>Terronez</b> | Ayer<br>Aynsworth<br>Bakman<br>Burroughs<br>Easterby<br>Greenberg<br>Olmos<br>Storey |

Note that at a minimum the high school and middle schools would be assets used for radio placement.

These are the preferred sites for this RFP:

- Edison High School
- Addams Elementary School
- Kirk Elementary School
- Roosevelt High School
- Anthony Elementary School
- Lane Elementary School
- Winchell Elementary School
- Sunnyside High School
- Aynsworth Elementary School
- Olmos Elementary School
- Gaston Middle School
- Columbia Elementary School
- Lincoln Elementary School
- Tehipite Middle School
- Calwa Elementary School
- Lowell Elementary School
- Yokomi Elementary School
- Kings Canyon Middle School
- Bakman Elementary School
- King Elementary School
- Sequoia Middle School
- Jefferson Elementary School
- Webster Elementary School
- Terronez Middle School
- Burroughs Elementary School

Each school shall be considered a zone. And each such zone would include:

- on the school at least a radio covering each direction (S, W, N, E) whether these are CBRS or mmWave.
- And at least 4 Wi-Fi WAPs with antennas covering up to 4 directions as appropriate.

Each school region is prioritized as follows: high schools (Priority A), middle schools (Priority B) and elementary schools (Priority C).

Bidders should provide pricing for priority A regions, priority B regions and priority C regions. There are 25 school sites across these three zones.

- 3 high schools
- 5 middle schools
- 17 elementary schools

## **APPENDIX 2**

### **PERFORMANC EXPECTATIONS**

- CBRS or mmWave should reach at least 1 mile to either light poles (intermediate mile) and/or last mile customer premises.
- Service Quality to Student End Point (to be defined prior to RFP response window)
- Poles must accommodate at least type two sets of radios for future expansion beyond a single protocol/spectrum such as CBRS radios pointing SW/SE and mmWave pointing SW/SE.
- Poles must be tall enough to reach proximal light poles.
- Reach of Wi-Fi from light poles should be up to 300 feet.
- Customer premise equipment must be able to penetrate building construction with Wi-Fi signal or ensure penetration through ethernet powerline to Mesh Wi-Fi.