



**Savanna School District
1330 S. Knott Ave
Anaheim, CA 92804**

REQUEST FOR PROPOSAL FOR:

**2026: WIDE AREA NETWORK
DIGITAL TRANSMISSION SERVICES RFP**

**DUE:
December 9, 2025 at
1:00PM PST**

www.savsd.org

2026: WIDE AREA NETWORK DIGITAL TRANSMISSION SERVICES RFP

A. NOTICE REQUESTING PROPOSALS

The PROPOSALS for Wide Area Network services for E-Rate Funding Year 2026-2027 must be received prior to but no later than **December 9, 2025 at 1:00 p.m. PST**, in a sealed envelope labeled with the title and addressed to the Savanna School District at 1330 S. Knott Ave, Anaheim, CA 92804. ATTN: Erin Helenihi. Proposals will be opened at the above time and date. Proposals received after the above stated time and date will be returned to bidder unopened. Proposal may be submitted via email to erin.helenihi@savsd.org . However, they must be submitted by the same time and date listed above and signed.

Proposals must be signed. A copy of the request for proposal is available on or after **November 7, 2025** by contacting Erin Helenihi via email at erin.helenihi@savsd.org, from the District website at www.savsd.org, and USAC E-RATE Productivity Center (EPC) at: <https://portal.usac.org/suite/>

Any Questions must be provided in writing no later than **November 17, 2025 by 1:00pm PST** and emailed to erin.helenihi@savsd.org. The subject line must read "BID 2026 - WAN RFP - SAVANNA SD". The responses will be provided in an addendum and posted on the District's website and on USAC's EPC portal site by **November 20, 2025**.

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

If the Vendor chooses to offer alternative services than described in this proposal, they must describe, in detail, how their proposed services will satisfy the requirements.

The Board of Trustees of the Savanna School District reserves the right to accept or reject any and all proposals, to waive any irregularities in the proposals, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

No bidder may withdraw a proposal for a period of one hundred and twenty (120) calendar days after the opening of the proposals. Per Public Contract Code Section 20118.2, all bidders must honor their proposals, as submitted, after the date proposals are opened by the District.

B. IMPORTANT DATES

RFP Posted and Available	November 7, 2025
Dates of RFP Advertisement:	November 7, 2025 and November 14, 2025
Last Day to Submit Questions:	November 17, 2025
Answers will be posted:	November 20, 2025 by 1:00 p. m. PST
RFP Due Date/ RFP Opening:	December 9, 2025 by 1:00 p.m. PST
Projected Board Approval:	January Board Meeting

C. E-RATE REQUIREMENT

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, and internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Corporation, which was established by the Act. The amount of discount is based on the numbers of children receiving free and reduced-price meals. Additional supplemental terms and conditions are identified in Exhibit A.

D. PROJECT BACKGROUND

The purpose of this Request for Proposal (RFP) is to furnish the Savanna School District with high-speed leased lit fiber Wide Area Network (WAN) to support select District facilities. The WAN technology will be comprised of point to point leased lit fiber. The District requires that all WAN connectivity result in a Fiber (Layer 2) hand off at each site. The high-speed WAN connections will be required to allow connectivity back to the Data Center at the District Office from the individual district sites and from the District Office to the Orange County Department of Education at 200 Kalmus Drive, Costa Mesa, CA 92626 (transport line).

E. SCOPE OF WORK

The Contract awarded by the District will provide for the contractor's installation of a secure, private, and dedicated network with connectivity between the District Office and each of its school sites and from the District Office to the Orange County Department of Education at 200 Kalmus Drive, Costa Mesa, CA 92626. A list of these sites is identified in Exhibit B.

For a lit fiber solution, each District facility will require customer premise equipment (CPE), service termination equipment and any other associated hardware. The Savanna School District is requesting 10Gps symmetrical fiber point-to-point.

The logical topology is such that the District office is the "hub" and primary provider of various applications including Internet access. The IP routing (Layer 3) architecture will be developed and managed by the District IT staff. A copy of the existing setup is attached as Exhibit C.

- 1) Site Requirements: The service provider will hand-off a minimum concurrent 1GB connection between each school site and the District Office, with multiple options for future increases (1GB, 5GB, and 10GB), including at minimum Switched Layer 2 Ethernet service acting as transparent LAN for connection between the district office and remote site listed on Exhibit B, utilizing TCP/IP protocols and full duplex operation (bidirectional connections). The service provider will supply the District with the appropriate hardware that will connect directly into the District-provided Cisco Catalyst (or equivalent) switches or Cisco routers.
- 2) District Office Requirements: The District Office currently located at 1330 S. Knott Ave, Anaheim CA 92804 is to serve as the central point for the network.

The District Office will be connected in similar fashion to the Orange County Department of Education (200 Kalmus Drive, Costa Mesa, CA 92626). The aggregate connection from SAVSD to OCDE

will have multiple speeds for future increases (multiple bonded in LACP).

All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to Savanna School District. All vendor equipment installed shall be under repair maintenance at no cost to Savanna School District for the life of the contract agreement.

Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. Additional sites may be added under this agreement. The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.

During the term of this contract, any changes in the routing of the physical network due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the awarded contractor at no expense to the District.

The initial contract period is 36 months (3 years) with the option of extensions of 12 months (1 year) up to two times, for a maximum of 5 years contract total term. Extensions are contingent upon written mutual consent of the District and the Contractor. The Contractor must notify in writing that the existing agreement is expiring ninety (90) days prior to the expiration date of the existing agreement. Any request for extension must be requested in writing no later than sixty (60) days prior to the expiration date of the existing agreement.

The District reserves the right to enter into a five (5) year agreement if it is determined to yield greater cost savings and is most advantageous to the District.

Respondents shall provide information documenting that it has multiple Technical Support Centers available for toll free technical assistance calls providing 24 x 7 support.

The Respondent will provide a copy of its Service Level Agreement (SLA) indicating:

- ☐ A guaranteed one-half (½) hour initial response.
- ☐ A four (4) hour onsite response time on all network outages.
- ☐ A twenty-four (24) hour maximum problem resolution time.
- ☐ Resolution management for such outages and an escalation list.
- ☐ Awarded contractor shall provide technical support and trouble ticket support toll free numbers. The service should be available twenty-four (24) hours per day, three-hundred sixty-five (365) days per year.

The District recognizes that the response times listed above are standard throughout the industry; however, given the communications dependent nature of the District, the District will consider a Respondent's written guarantee of faster response time on major outages during the evaluation process.

The Respondent will provide access for immediate reports and status of all network traffic utilizing reports that cover the following metrics:

- ☐ Link Utilization or Usage
- ☐ Burst or Broadcast Statistics
- ☐ Link error or health statistics (framing, CRC, etc.)
- ☐ Dropped or discarded packets
- ☐ Latency or Delay

Awarded contractor shall warrant that equipment, facilities, and services, will maintain the performance criteria stated above, at all times during the continuation of the Agreement resulting from an award by the District. The awarded Contractor shall warrant that it had good title to all elements of the equipment, facilities, and services, and has the legal right to contract with the District for the installation and use of such equipment, facilities, and services. The awarded Contractor shall indemnify the District, its trustees, employees, and consultants, against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

The awarded contractor shall be responsible to obtain and maintain all necessary right of ways necessary for this project, any and all costs related to permits, construction, easements and other costs in providing an end to end solution.

Any and all fees required by Federal, State, County, Municipal, District and any other applicable laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the awarded Contractor shall be paid by the awarded Contractor.

All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the awarded Contractor, and the awarded Contractor shall give the District all Notices that are required in connection with this RFP, related work, and services.

Awarded Contractor shall comply with all applicable licensing requirements, Federal, State and local laws, regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP, and place obligations on awarded Contractor with respect to its performance under any subsequent contractual agreement. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.

F. TRANSITION PLAN

As the cut-over date for any new carrier is July 1, 2026, Savanna School District requires a transition plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the Savanna transition team. The transition plan is to outline the expectations the supplier team would have of the school district and the information or task the school district is to provide the supplier and the date any information or task would be required.

Savanna School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with Savanna School District for the installation and use of such facilities and services. Service Provider shall indemnify Savanna School District and its trustees and employees against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

G. PROPOSAL REQUIREMENTS

- 1) Cover Letter/Letter of Interest
- 2) The name, mailing address, CA business license, SPIN number, email address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract. Provide information of the year the firm was established, number of employees, business website, signature of principal, corporate seal, and written evidence of all required verifications that if awarded by the District ensures all eligible components of services are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.
- 3) Provide relevant technical capabilities and qualifications and project experience in project-by-project format. Be specific and concise, do not use generalized information, complete and include District Qualifications Questionnaire (Exhibit D).
- 4) Project Team: Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.
- 5) Sub-Consultant List, if/as applicable. Identify and list primary sub-consultants. Please provide the type of service provided, firm name, length of working relationship with firm, address, name of contact person, phone number, e-mail address, year firm was established, number of employees and business website.
- 6) Based on the District's Transition Plan, please provide a complete timeline stating the number of days that the services will be operational from the date of order.
- 7) A list of at least three (3) California K-12 references, all of which have been public school installations completed within the last three years that are similar size and scope to the one being proposed for this District. Please provide client name, address, contact name and telephone number, dates of service and completion, description of service, type and size of installation and contract amount.
- 8) Insurance-Claim/Litigation History: Provide the amounts of current insurance in force your firm has for Professional Liability, Personal Liability, and Workman's Compensation. Also provide the amount of Professional Liability insurance that you require your consultants to carry.

List all of the occasions that your firm has been a party to any claims, litigation, including arbitration, concerning a school project in the State of California during the past five (5) years and explain the circumstances including resolution of the claims made both by and against your firm.

- 9) Proposal Fees: Respondent is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP, on a fully-burdened labor rate basis. Be as thorough and specific as possible as this may form the basis of any contract for services that may be presented by the District. Proposal and Fee Schedule Worksheets have been included to assist Respondent's with this information, and are included as Exhibit E.

It is the intent of the District to award a contract(s) for a leased lit fiber solution.

Fee Proposal and Fee Schedule shall be based on work and services stipulated in the section entitled "Scope of Work". Include one-time and monthly recurring costs, including all applicable taxes and surcharges for:

- ☐ Leased Lit Fiber: 1 Gbps scalable up to 10 Gbps configuration for all sites
- ☐ Include and list any one-time costs, for items such as, but not limited to, Special construction, set-up, installation, etc.
- ☐ Include and list any monthly (ongoing) costs
- ☐ Respondents shall include a Fee Schedule list for any work or services not specifically stated in this RFP, to assist the District with future budgeting needs.

All cost proposals must include pricing to install services to the MPOE and Demarcation point designated by District staff.

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Within one (1) week of award, the awarded Service Provider will provide the District with a bill of materials suitable for the FCC Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

10) E-rate Supplemental Terms and Conditions (Exhibit A)

H. AWARD OF CONTRACT

Savanna School District will review submittals for design, qualifications and demonstrated competence in providing like services as well as completeness, adherence to directions and format requirements, brevity, and clarity of content. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible firm whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value. Although E-rate eligible cost is a significant weighted factor, the District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the firm is:

- 1) Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and financially responsible to complete the project as proposed.

2) Evaluation Criteria:

CRITERIA	WEIGHT
Proposal Price and Fee Schedule, E-rate Eligible Costs	30%
Ineligible Costs	10%
Qualifications	10%
Understanding and Ability to Service District Needs, Long-Term Goals, and Short-Term July 1, 2026 Cutover Criteria	20%
Satisfaction of Previous Clients, including any experience with Savanna School District	10%
Respondent's Experience with E-rate Projects and with Proposed Technical Solution	10%
Completeness and Responsiveness of District's RFP Requirements	10%
Total	100%

Exhibit A: E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

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

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

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

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

e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2026.

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

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

h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.

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

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

k. Service providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

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

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

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

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

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

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

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

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

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

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

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

Early Funding Conditions

Category 1

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

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

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

5) INVOICING

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

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

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

6) FCC/USAC AUDITS

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

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

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

8) TARIFFS

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

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

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

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

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

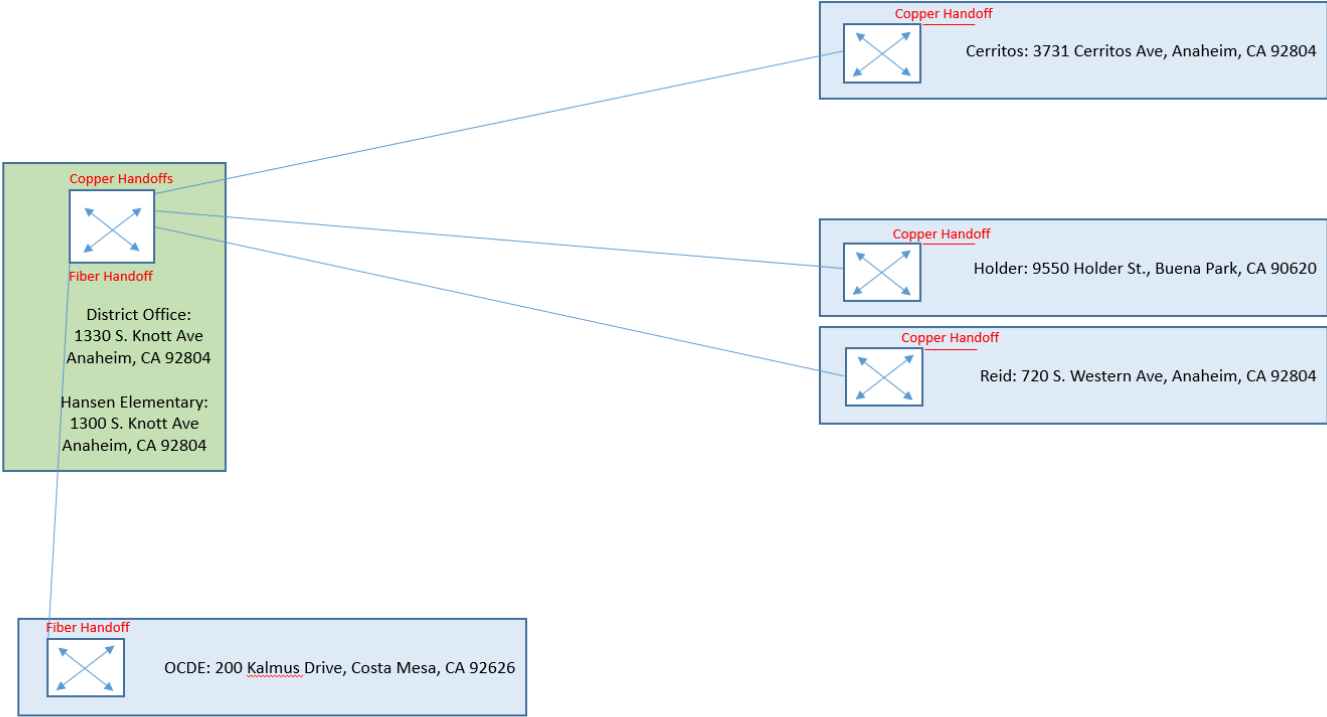
Service Provider Identification Number: _____

Exhibit B: LIST OF SITES

Orange County Dept. of Ed. (OCDE):	200 Kalmus Drive, Costa Mesa, CA 92626
District Office:	1330 S. Knott Ave, Anaheim CA 92804
Cerritos Elementary:	3731 Cerritos Ave, Anaheim, CA 92804
Holder Elementary:	9550 Holder St., Buena Park, CA 90620
Reid Elementary:	720 S. Western Ave, Anaheim, CA 92804

END OF EXHIBIT B

Exhibit C: Current WAN Setup



END OF EXHIBIT C

Exhibit D: Qualifications

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

Question	Yes/No
1. The vendor must be able to provide an uptime guarantee of 99.9% which shall be provided on a 24 x 7 basis average over each seven-day period. Uptime is defined as full usage of the service and at full capacity as stated herein, with the exception of scheduled maintenance. Uptime does not include the operation of the network on a diminished service level on any or all links due to errors, packet loss, or any other factors causing the network to operate in a substandard manner. Any network condition other than uptime is considered a Network Failure. Can your company provide an uptime guarantee of 99.9%?	
Please elaborate:	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Does your company own their own network that is capable of carrying multiple data services such as computer networks, voice over ip, digital video, vlan tags, etc.?	
Please elaborate:	

Question	Yes/No
4. Is your company able to provide, at no additional charge, immediate notification to Savanna network department representative of any and all telecommunication service outages or anomalies which affect the use of the facilities, circuits, or network within Savanna School District?	
Please elaborate:	
5. Does your company have a process in place for reporting problems? Please provide details regarding the process for Savanna School District to report any problems with the facilities, circuits, network or telecommunication services including the minimum response time.	
Please elaborate:	
6. Does your company have a dedicated service center? Please provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
7. Does your company provide a non-performance policy which provides the school district a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within the Savanna School District, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services?	
Please elaborate:	

Question	Yes/No
8. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	
Please elaborate:	
9. Does your company agree that Savanna School District can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

END OF EXHIBIT D

Exhibit E: PRICING FORM

36-Month Contract w/2 extensions					
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge
OCDE	1GB				
Cerritos	1GB				
Holder	1GB				
Reid	1GB				
OCDE	5GB				
Cerritos	5GB				
Holder	5GB				
Reid	5GB				
OCDE	10GB				
Cerritos	10GB				
Holder	10GB				
Reid	10GB				

48-Month Contract w/1 extensions					
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge
OCDE	1GB				
Cerritos	1GB				
Holder	1GB				
Reid	1GB				
OCDE	5GB				
Cerritos	5GB				
Holder	5GB				
Reid	5GB				
OCDE	10GB				
Cerritos	10GB				
Holder	10GB				
Reid	10GB				

60-Month Contract w/No extensions					
Site	Connection Speed	Eligible Monthly Charge (MRC)	One-Time Charges (NRC)	Estimated Taxes & Fees	Annual Charge
OCDE	1GB				
Cerritos	1GB				
Holder	1GB				
Reid	1GB				
OCDE	5GB				
Cerritos	5GB				
Holder	5GB				
Reid	5GB				
OCDE	10GB				
Cerritos	10GB				
Holder	10GB				
Reid	10GB				

END OF EXHIBIT E