

E-RATE YEAR 23 (2020-21) REQUEST FOR PROPOSAL

INTERNAL CONNECTIONS – ETHERNET SWITCHES

St. Hope Public Schools

RFP# E23-03

470# 200016901

January 24th, 2020

INTRODUCTION

St. HOPE Public Schools (“SHPS” or “The District”) is a public charter school system with a focus on students from low-income and minority backgrounds, providing them with a high-quality, rigorous college preparatory education. SHPS serves approximately 1200 students across 2 schools residing on 2 physical campuses. St HOPE Public Schools is seeking proposals for equipment, cabling, materials and installation, to upgrade its **ETHERNET SWITCHED LAN**. SHPS is looking for interested vendors who can provide solutions that will address its current and future needs. SHPS is open to all proposals from vendors that meet SHPS’s needs and qualifications based on the information outlined in this Request for Proposal (RFP). Proposers must be currently certified as an E-Rate provider and have a valid SPIN number for 2020-21 fiscal year (E-Rate year 23).

RFP SCHEDULE

RFP Posting:	January 24 ^h , 2020
End of Questions:	February 12 th , 2020 @ 5:00 PM PST
Closing:	February 21 st , 2020 @ 5:00 PM PST
Receipt Deadline of Proposal:	Same as Closing @ 5:00 PM PST
RFP Selection:	Before 471 Filing Date
Award of RFP:	February 25 th , 2020
Contract Start Date:	July 1, 2020 or whenever E-Rate Funding is Secured if after July 1, 2020

****SHPS will use every effort to adhere to the schedule. However, SHPS reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at <https://www.sthope.org/request-proposals> and on USAC’s EPC website**

SCOPE OF WORK

SHPS is looking to upgrade its Ethernet Switched Network by adding Smart Rate Enabled Switches or equivalent to its currently existing HPE / Aruba Switching Network.

The Goals of this proposal and project are to:

- Provide at least 1Gbps network connectivity to each connected device
- Ability to provide PoE+ to connected devices
- Capacity to provide 10Gps connections on all switch uplinks
- Have at Minimum 5 HPE Smart Rate 1/2.5/5GBaseT ports

Proposed solutions should at a minimum meet the goals as listed above, along with the requirements listed throughout this RFP. While part numbers may be listed throughout this proposal, the District is open to substitutions or equivalents, but any substitutions or equivalents will need to meet the minimum requirements within this RFP and must fit into the IT architecture that SHPS has built.

REQUIREMENTS

Section A – Ethernet Switched LAN

Requirements

- 10/100/1000 Ethernet Ports
- Have at Minimum 5 HPE Smart Rate 1/2.5/5GBaseT ports
- Support for 2 or more 1000/10000 fiber backbone connections
- PoE+ Compliant
- Stackable
- Ability to configure port and protocol ACL Controls
- Client Authentication (MAC, 802.1x, Radius, Web)
- Fully Managed Switch (CLI, Web GUI and SNMP)
- Traffic Prioritization
- Full Feature Support (IPv4 and IPv6)
- Multiple VLAN Trunk & LAG Support
- Lifetime Warranty
- Network Management System/Software Included

Support & Warranty

All equipment should come with at a minimum of a Lifetime Warranty. Please provide warranty and support information for all items proposed, including options for extended support. If required, provide support agreements required to maintain equipment with updated software and features for a minimum of 5 years after installation.

Labor and Installation

All proposals should include Labor costs and should take into consideration that work may be done after school operating hours or on weekends but all attempts will be made to perform the installation during normal business hours when school sites are off track. Services requested are:

- Provide a quote for labor to, inventory, label new equipment, install new equipment and document in the Vendor Response Form.
- Vendor is to stage equipment, either within the district's facility or at their own facility
- Vendor is to un-box, affix district assigned asset tag, label switch equipment per SHPS specification, create, customize and load, as needed, any configuration files.
- Transport the new switch to the assigned site.
- Tag existing cables for transfer to new equipment.
- Remove existing switches / replace networking cables as needed.
- Install and connect new equipment to the network.
- Perform and demonstrate a verification of network connectivity and functionality via on-site or remotely with SHPS technology employee.
- Photograph and provide documentation listing all equipment, part numbers, quantities, serial numbers, IP addressing, equipment naming and SHPS Asset number. (To be provided in JPEG and XLS formats).

Section A – END

Additional Information

See Appendix A for listing of current switches that will new switches will connect into. See Vendor Response Form for a list of requested services to be bid per school site.

Please respond to this request for proposal (RFP) based on the following criteria:

All price quotes must be filled in on the RFP in the "Unit Price Bid" column, "Total Price Column" next to the equipment listed below. The Quote must be subtotaled with applicable sales tax at 8.75% and any shipping costs. Each copy of the RFP shall include the legal name of the Respondent and be signed by the person legally authorized to bind the respondent to its offer.

All materials and equipment will be shipped to Sacramento Charter High 2315 34th St Sacramento, CA 95817. Vendors may include supplemental information such as product specifications, documentation samples, testimonials, etc. However, such types of information do not represent valid bids unless the actual bid amount is indicated in the "Unit Price Bid", "Total Price Bid" Columns along with sales tax and shipping costs. District will evaluate proposals based on requirements of RFP, but the District reserves the right to award all, some, or none of the bid. District may or may not move forward with the bid depending and reserves the right to proceed based on receiving e-rate funding or not.

St HOPE Public Schools has provided manufacturer preference on the Vendor Response Form but is willing to accept proposals featuring other equipment that is functionally equivalent. Functional equivalence must be proven through documentation provided by the bidder. All equipment must be new and from an authorized reseller of the manufacturers product for which they are quoting. No refurbished or grey-market gear will be accepted. The following are the minimum requirements for the network electronics. The vendor's solution must be equivalent to this bill of materials in functionality. If providing other equipment please provide the manufacturer part number, description, the unit price bid, total price and sales tax at 8.75% on your own form.

All bid prices shall be valid for a minimum of **180** days AFTER the date of the E-Rate 2020 Funding Commitment Decision Letter. In the event of a price decrease for a service or a product, the price decrease shall be passed on to St HOPE Public Schools (SHPS) and documented with new price sheet sent to SHPS.

FUNDING

Each E-Rate eligible item requested on the 470 depends on partial funding from the E-Rate program. SHPS expects each vendor to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. All contracts entered into as a result of these Forms 470 will be contingent upon specific funding by the Schools and Libraries Division (SLD) at the percentage rate submitted. **At maximum, SHPS is only liable for the percentage rate of the UNDISCOUNTED portion applicable to a particular Form 471 Funding Request Number (FRN). The vendors will be responsible for billing the USAC Schools and Libraries Division for discounted portion.**

The vendors shall NOT deliver items or perform any work BEFORE July 1st, 2020.

REQUESTS FOR INFORMATION

All inquiries must be submitted via e-mail to erate@sthopepublicschools.org by February 12th, 2020 5:00 PM PST. Please reference 470# 200016901 in the subject line. The District will not respond to phone inquiries.

All addendum(s), questions and answers will be posted to the district's website at <https://www.sthope.org/request-proposals> in addition to the E-rate EPC website at <https://portal.usac.org/suite/>

Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

SUBMISSION DEADLINE AND DELIVERY ADDRESS

The deadline for submission of proposals is February 21st, 2020 5:00 PM PST

Proposals should be submitted as follows:

- Via e-mail (single file) to: erate@sthopepublicschools.org

OR

- Paper Copy delivered by courier, mail or in person, needs to be addressed/brought to
E-Rate Technology Bid
Attn: Vijay Pegany
2315 34th Street Main Office
Sacramento, CA 95817

SHPS assumes no responsibility for transmission failures or delivery delays.

PROPOSAL REQUIREMENTS

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must address each of the required sections indicated below. Please label and separate each section, and number all pages to allow for ease of review. The content and sequence of the proposal will be as follows:

<u>Section</u>	<u>Title</u>
1)	Cover Page
2)	Table of Contents
3)	Required Attachments and Documents
	A. Cover Letter
	B. Attachments and Documents Checklist
	C. E-Rate Supplemental Terms and Conditions
	D. Designation of Subcontractors
	E. Workers' Compensation Certification
	F. Certificate of Insurance
	G. Non-collusion Declaration
	H. Respondent References
	I. Licenses and Certifications
	J. Proposal Questionnaire
	K. E-rate Service Provider Information
	i. Service Provider Identification Number
	ii. FCC Green Light Status, FCC Registration Number (FRN)
	L. Fingerprint Certification
	M. Vendor Response Form

1) **Cover Page**

At minimum, include your company's name and "Response to St. HOPE Public Schools RFP# E23-03"

2) **Table of Contents**

Immediately following the cover letter, a comprehensive Table of Contents must be included, listing all submitted proposal sections, subsections, attachments, and materials.

3) **Required Attachments and Documents**

Respondent shall include all documents identified in the section titled "Attachments Checklist." SHPS may reject proposals that do not include the proper required attachments.

EVALUATION METHODOLOGY

All proposals satisfying the requirements of this Request for Proposal (RFP) will be evaluated to establish which of the offers best fulfills the needs of the District and this project. The District reserves the right to be the sole judge of the qualification of products, and/or services being offered, suitability of the services offered by the bidder.

The District has the right to reject any, all, or any part of the proposal. The District may waive any irregularities or informalities in any proposal, or in the bidding process.

The District reserves the right to reject all proposals and issue another RFP.

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) *All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.*

§ 54.511 Ordering Services (a) *Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.*

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

Factor	Weight
Cost of E-Rate Eligible Goods and Services	40%
Cost of Ineligible E-Rate Goods and Services	10%
Vendor Quote Meets SHPS' minimum specifications	10%
Prior experience with district	10%
Industry Credentials, Certifications, Technical Expertise, and Company's Past Experience with IT Projects and E-rate Eligible Projects of a Similar Nature	10%
Ability to Provide Turnkey Solution	10%
Impact to SHPS Cash Flow	5%
References	5%
Total	100%

It is the sole responsibility of the respondents to ensure their responses arrive in a timely manner. SHPS has the right to reject all late or incomplete submissions. Oral and telephone bids will not be considered. The completed proposal form shall be without erasures or alterations. Delivery of the proposals will be considered authorization by the Vendor to make a contract, if awarded.

Costs Associated with the Preparation of the Vendor's Response

SHPS will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

OTHER NOTIFICATIONS, TERMS, AND CONDITIONS

Subcontractors

All subcontractors working on Applicant's projects must be insured and drug-free and must meet the same standards and qualifications applicable to regular employees. Applicant has a preference for limiting the use of subcontractors.

Prevailing Wage

Pursuant to Labor Code, section 1770, The successful Proposer and each of its subcontractors will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). Copies of prevailing wage rates of per diem wages are available at the Department of Industrial Relations website at (www.dir.ca.gov/dlsr/pwd). Contractor agrees to comply with all laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR).

Contract Award

A contract with the selected Proposer(s) and the District will be executed by both parties once it is awarded by the District. If Agreement on the terms and conditions that are acceptable to the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to next highest rated Proposer and begin negotiations with that vendor.

Insurance Requirements

Proposer will be required to provide, prior to commencing the work, and maintain during the life of the contract, a certificate of insurance that includes standard types and minimum amounts listed below:

- a. Commercial General Liability Insurance in the amount of \$2,000,000 General Aggregate; \$1,000,000 Each Occurrence - combined single limit for bodily injury & property damage.
- b. Business Automobile Liability Insurance; \$1,000,000 each accident - combined single limit for bodily injury & property damage.
- c. Worker's Compensation Insurance; including Employers Liability limits of \$1,000,000 and other limits as required under California law.
- d. Professional Liability Insurance: \$500,000 per occurrence and aggregate
- e. Insurance certificate must name St. HOPE Public Schools as a certificate holder and additionally insured

Licensing and Certification

The Proposer shall maintain any necessary business or professional licenses and certifications necessary to complete the work as outlined in the RFP. If providing cabling work, Proposer and its subcontractors must have and maintain in good standing the appropriate classification of California State contractor's license during the entire term of the contract. A C-7 license is required for this project if cabling work is performed.

(<http://www.cslb.ca.gov/Resources/GuidesAndPublications/DescriptionOfClassifications.pdf>)

Modifications or Withdrawals

Proposer's authorized representative may withdraw proposal only by written request received by the Purchasing Department before the proposal submittal deadline. Proposer may not amend proposal after the closing date and time, unless as a result of negotiations commenced by the District.

Disqualification of Proposer

If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are called for.

Non-Collusion Form

Proposers are required to submit a Non-Collusion Form with their proposals.

Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services

Right to Reject

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no bid is deemed to be cost-effective or when conditions change significantly such as due to unexpectedly low enrollment. The Applicant also reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable pricing and terms that the Vendor is able to propose. Certain criteria such as lack of certifications have been indicated herein as potential causes for disqualification; awards will be to the highest ranked Vendor, with price as the highest weighted factor, after elimination of disqualified or nonresponsive bids. Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations.

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal" or "or equivalent," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" or "or equivalent" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted.

Proposal Content

Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information in his submittal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope & Requirements

Laws to be Observed

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of

bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify SHPS and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to SHPS in writing.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with School pupils or unsupervised access to any School campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of School the certification form attached.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Order Term

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2020 thru September 30, 2021. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2022.

Attachment A

Cover Letter

Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, SHPS will reject the proposal. SHPS may reject the proposal if the Respondent fails to include the following required information:

- Name of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Respondent's name, title, address, phone number, and fax number, and the e-mail address of the representative who will be designated as the primary liaison to the SHPS.
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- The following certification:
 - By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Attachment B

Attachments and Documents Checklist

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item you are submitting to SHPS. For your proposal to be considered, all required attachments must be returned, including this checklist.

<u>Attachment</u>	<u>Attachment Name</u>
___ A	Cover Letter
___ B	Attachments Checklist
___ C	E-Rate Supplemental Terms and Conditions
___ D	Designation of Subcontractors
___ E	Worker's Compensation Insurance Certification
___ F	Organization's Certificate of Insurance
___ G	Non-Collusion Declaration
___ H	Respondent References
___ I	Licenses and Certifications
___ J	Proposal Questionnaire
___ K	E-rate Service Provider Information
___ L	Fingerprint Certification
___ M	Vendor Response

Attachment C

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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, 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 Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

The District expects 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 requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). 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 (FCC) Registration Number (FRN) at the time the bid 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 bid is submitted. Any potential bidder 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 contract termination 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 can commence. At no time may the Service Provider invoice before July 1, 2020.
- 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 contract 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 SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services 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/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid 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). 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/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. 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 contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). 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 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

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

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

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. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to

perform or have performed an audit of the records of the Respondent 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/COTERMINOUS EXPIRATION

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

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Attachment D

DESIGNATION OF SUBCONTRACTORS (If applicable)

If work will be subcontracted, please designate the subcontractor(s) below.

Mark this space (with an X) if no work will be subcontracted _____.

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Attachment E

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Attachment F

Certificate of Insurance

Provide a copy of a certificate of liability insurance, clearly listing organization's general liability insurance. Additionally, include on the general liability certificate, or on other certificates, other types of insurance organizations holds, such as automobile liability, workers compensation, insured premises, and umbrella.

If Proposer's organization wins bid, insurance certificate must name St. HOPE Public Schools as a certificate holder and additionally insured.

Attachment G

NON-COLLUSION DECLARATION

State of California)
)ss.
County of)

_____, being first duly sworn, deposes and says that he is _____ (title) of the _____ (Name) party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this _____ day of _____, 20____ at _____, California.

Signature

Attachment H

Respondent References

List three (3) references to which the Proposer has provided IT infrastructure projects within the past 3 year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment I

Licenses and Certifications

The Contractor shall employ their best efforts in performing services under this RFP and shall maintain any necessary business or professional licenses and certifications. Please provide copies of licenses and certifications.

Attachment J

Proposal Questionnaire

This proposal questionnaire is intended to provide SHPS with specific information concerning the responding company's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two (2) pages total, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications, ability, and experience relevant to performing the work associated with this RFP, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Please provide a description of the technical qualifications and experience your organization holds that allows your organization to complete the RFP's scope of work.
3. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing IT infrastructure services (switches, cabling, management, etc...), and related services described in this RFP.
4. Provide a statement indicating your company's past experience with E-rate eligible projects of similar nature and with completing other E-rate eligible projects.
5. Provide a statement indicating prior experience with St. HOPE Public Schools.
6. Provide a statement indicating preferred billing terms for ineligible E-rate goods and services.

Attachment K

E-rate Service Provider Information

Please provide E-rate Service Provider Information including i) Service Provider Identification Number and ii) FCC Green Light Status, FCC Registration Number (FRN).

Attachment L

Fingerprint Certification

Responder Certification

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with School pupils or unsupervised access to any St. HOPE Public Schools campus on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

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

Executed this _____ day of _____, 20_____, in _____ County, California.

Name of Responder/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)

This page intentionally left blank.

Attachment M

VENDOR RESPONSE AND PRICING FORM

Vendor Name: _____

SPIN: _____

Company Representative Printed Name: _____

Company Representative Signature: _____

Company Name: _____

Company Address: _____

Contact Phone Number: _____

Contact E-mail Address: _____

Pricing Submission Instructions

Please submit Quotations by School Site, as well as a summary page, and include the following:

SECTION A VENDOR RESPONSE

**St. HOPE Public School 7 Middle
Annex to St. HOPE Public School 7
2315 34th Street, Sacramento, CA 95817**

Make	Item	Description	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
HPE Aruba, or equivalent	JL324A, or equivalent	Aruba 2930M 24 Smart Rate PoE+ 1-slot Switch	3				
HPE Aruba, or equivalent	J9150D, or equivalent	Aruba 10G SFP+ LC SR 300m MMF Transceiver	6				
HPE Aruba, or equivalent	JL086A, or equivalent	Aruba X372 54VDC 680W Power Supply	3				
HPE Aruba, or equivalent	JL086A, or equivalent	Aruba 3810M/2930M 4SFP+ MACsec Module	3				
Tax							
Freight/Shipping							
Installation/Configuration							
Grand Total							

District Entity and Annex List for Reference

ENTITY NUMBER	ENTITY NAME	ADDRESS
16074192	Oak Park Preparatory Academy	2315 34 th St., Sacramento, CA 95817
111718	Sacramento Charter High School	2315 34 th St., Sacramento, CA 95817
232576	St Hope Public School 7	5201 Strawberry Ln., Sacramento, CA 95820
ANNEX	St Hope Public School 7 Middle	2315 34 th St., Sacramento, CA 95817