

**E-RATE YEAR 23 (2020-21) REQUEST FOR PROPOSAL**  
**INTERNAL CONNECTIONS – WIRELESS ACCESS POINTS**

**St. Hope Public Schools**

**RFP# E23-02**

**470 # 200016831**

**January 24<sup>th</sup>, 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 to add **WIRELESS ACCESS CONTROLLER LICENSING** to its existing wireless infrastructure. 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 <sup>h</sup> , 2020
End of Questions:	February 12 <sup>th</sup> , 2020 @ 5:00 PM PST
Closing:	February 21 <sup>st</sup> , 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 <sup>th</sup> , 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**

## REQUIREMENTS

SHPS is looking to add additional access point licensing to its existing wireless infrastructure which are compatible with the Ruckus ZD3050 that is currently deployed.

### Access Point Licensing Requirements

- Quantity of 25 Licenses
- Must be compatible for use with Ruckus ZD3050 Controller

### 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

Labor and Installation is not being requested as part of this project.

### Additional Information

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 34<sup>th</sup> St Sacramento, CA 95817. Vendors must bid on all of the items on the list of equipment required. 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 2018 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 1<sup>st</sup>, 2020.*

## REQUESTS FOR INFORMATION

All inquiries must be submitted via e-mail to [erate@sthopepublicschools.org](mailto:erate@sthopepublicschools.org) by February 12<sup>th</sup>, 2020 5:00 PM PST. Please reference 470# 200016831 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 21<sup>st</sup>, 2020 5:00 PM PST

Proposals should be submitted as follows:

- Via e-mail (single file) to: [erate@sthopepublicschools.org](mailto: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 34<sup>th</sup> Street Main Office**  
**Sacramento, CA 95817**

SHPS assumes no responsibility for transmission failures or delivery delays.

## SUBMISSION 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)	Attachment Document Checklist
3)	Required Attachments and Documents
	A. Cover Letter
	B. Attachment Checklist
	C. E-Rate Supplemental Terms and Conditions
	D. Non-collusion Declaration
	E. E-rate Service Provider Information
	i. Service Provider Identification Number
	ii. FCC Green Light Status, FCC Registration Number (FRN)
	F. Vendor Response Form

### 1) **Cover Page**

At minimum, include your company's name and "Response to St. HOPE Public Schools RFP# E23-02"

### 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.

<b>Factor</b>	<b>Weight</b>
Cost of E-Rate Eligible Goods and Services	75%
Cost of Ineligible E-Rate Goods and Services	15%
Vendor Quote Meets SHPS' minimum specifications	10%
<b>Total</b>	<b>100%</b>

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**

### **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.

### **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.

### **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.

**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.

**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.

## **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 the goods 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

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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	Non-Collusion Declaration
___ E	E-rate Service Provider Information
___ F	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](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

### 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 E**

### **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)

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**Attachment F**

**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 to include the following:

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

<b>Make</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Price Per Item</b>	<b>E-Rate Eligible Price</b>	<b>E-Rate Ineligible Price</b>	<b>Total Price</b>
Ruckus, or equivalent	909-0025-ZD00, or equivalent	Ruckus ZoneDirector 3000 - upgrade license - 25 additional access points	1				
<b>Tax</b>							
<b>Freight/Shipping</b>							
<b>Grand Total</b>							

**District Entity and Annex List for Reference**

<b>ENTITY NUMBER</b>	<b>ENTITY NAME</b>	<b>ADDRESS</b>
16074192	Oak Park Preparatory Academy	2315 34 <sup>th</sup> St., Sacramento, CA 95817
111718	Sacramento Charter High School	2315 34 <sup>th</sup> 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 <sup>th</sup> St., Sacramento, CA 95817