Summa E-rate Solutions

FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Category 2 Products and Services



|  |  |
| --- | --- |
| **Applicant** | Alpha Charter of Excellence |
| **Billed Entity Number** | **16072439** |
| **Name of RFP** | **Wi-Fi Internal Connection Maintenance** |
| **Establishing Form 470** | **220023408 (109B-22)** |

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| --- |
| **Submit QUESTIONS about this RFP and associated Form 470 by email to:** |
| **bids@summae-rate.com** |
| Unless otherwise indicated (e.g., by amendment to this RFP), the deadline for submission of **QUESTIONS** is **5pm EST, 21 calendar days from the Certified Date**  shown on the associated Form 470. |

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| --- | --- |
| ***Submit PROPOSALS, including Signature Page, by email***[***1***](#_bookmark0) ***to:***  **bids@summae-rate.com**  Unless otherwise indicated (e.g., by amendment to this RFP), the deadline for submission of PROPOSALS is **5pm EST,**  **30 calendar days from the Certified Date**  shown on the associated Form 470. | |
| **Event** | **Critical Dates** |
| FCC Form 470 Posted/RFP Released | Fri., Feb. 18, 2022 |
| Questions from Bidders Due | Fri., Mar. 11, 2022 |
| Bid Due Date | Sun., Mar. 20, 2022 |
| School Board Meeting | TBD |
| Contract Start Date | June 1, 2022 |

**Request for Proposals for**

**Managed Internal Broadband Services (MIBS)**

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund *[E‑Rate]* discounts.

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.

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.

Summae-rate.com[Summa E-rate Solutions , Consultant Registration Number 17009831], *an E-rate Consulting firm*, is *not* the E-Rate *Applicant*. Summa E-rate Solutions is the Applicant’s *Consultant,* retained to handle competitive bidding exchanges and the E‑Rate application process. Therefore, please:

* Put the Applicant’s name and contact information when submitting your proposal and in all communications related to your proposal.
* Include the Fully executed RFP Signature Page, signed by Vendor’s authorized representative.
* Complete and include the three school worksheets in this RFP.
* Please do not contact school personnel either with general questions about E‑Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.
* Please read this RFP for additional bidding requirements.

The applicant, **Alpha Charter of Excellence**, is seeking responses from qualified providers of Managed Internal Broadband Services (MIBS).Any and all updated bid information, forms, including addenda, will be distributed thru the Summa E-rate website, located at <https://summae-rate.com/bids/> and the FCC Schools and Library Division (SLD), “Universal Service Fund” (a.k.a. “E-Rate funding) website <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>.

**Walk-through**

There will be a walk-through of the school sites on March 3, 2022 and March 8, 2022. The walk-through will start promptly at 9:00 a.m. Please meet at the Alpha Charter of Excellence Office, at 1223 SW 4TH STREET MIAMI, FL 33135.

Alpha Charter of Excellence

1. **BACKGROUND**

The following background information about the Applicant may be helpful in preparing a responsive bid.

**General Description**

**Alpha Charter of Excellence** is a K-12 school founded in February of 2005. Alpha Charter of Excellence, founded in February of 2005, serves 461 students in grades Kindergarden-12, the student: teacher ratio is 16:1 and the school’s religious affiliation is Christian.

**Summary**

|  |  |  |
| --- | --- | --- |
| **Entity Number** | **Entity Name** | **Application Type** |
| 17029819 | Alpha Charter of Excellence | School |

**Entities/Sites**

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. This upgrade will be performed primarily between the first week of June and the first week of August and may extend into the school year if needed.

For the Vendor: Vendor hereby promises to deliver the products and services according to the

pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to

comply with all terms and conditions of the REQUEST FOR PR

OPOSALS (including both

GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND

CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly

noted in writing in the proposal.

Signature

Printed Name and Title Vendor Name

Date SPIN Print

ing F

o

rm

Reference

# (

If using online form)

This proposal is

submitted in response to SPECIFIC INFORMATION, section B.

For the Vendor: Vendor hereby promises to deliver the products and services according to the

pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to

comply with all terms and conditions of the REQUEST FOR PR

OPOSALS (including both

GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND

CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly

noted in writing in the proposal.

Signature

Printed Name and Title Vendor Name

Date SPIN Print

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rm

Reference

# (

If using online form)

This proposal is

submitted in response to SPECIFIC INFORMATION, section B.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| # | **Entity Name** | **Address** | **BEN** | **Application Type** |
|  | Alpha Charter of Excellence | 1223 SW 4TH STREET MIAMI, FL 33135 | **16072439** | School |

**Tech Infrastructure**

1. **PRODUCTS AND SERVICES SOUGHT**

**B.1 Category 2, Managed Internal Broadband Services (MIBS)**

**Existing Equipment**

**B.2 SCOPE OF SERVICES**

Functional Description: Monitor and manage internal network infrastructure equipment, internal telecommunications infrastructure equipment and associated broadband services and proactively remediate internal network issues to maintain broadband delivery for student instruction and telecommunication issues to minimize risk to student safety. Manage the configuration of internal network equipment and internal telecommunications equipment to accommodate new and existing associated broadband services. Managed internal network infrastructure equipment includes but is not limited to firewalls, routers, switches, wireless access points and wireless network controllers. Managed internal telecommunications infrastructure equipment includes but is not limited to unified communications servers including associated virtualization environments, telecommunications servers for paging, voice gateways and switches. Associated broadband services include but are not limited to Internet access circuits, switched Ethernet circuits and SIP trunking circuits.

|  |  |  |  |
| --- | --- | --- | --- |
| **Quantity** | **Manufacturer** | **Mfg. Part number** | **Serial** |
| 1 | Cisco | SG350XG-24F 24-Port 10G SFP+ Stackable Managed Switch | PSZ23301APL |
| 1 | Cisco | SG350XG-24F 24-Port 10G SFP+ Stackable Managed Switch | PSZ23301AT2 |
| 1 | Ruckus | Zone Director 1200 | 301608000131 |
| 1 | Cisco | SG550X-24P 24Port Gigabit poE Stackble Managed Switch | DNI21190684 |
| 1 | Cisco | SG550X-24P 24Port Gigabit PoE Stackable Managed Switch | DNI222751TV |
| 1 | Cisco | SG350X-48P 48Port Gigabit PoE Stackable Managed Switch | DNI240108SS |
| 1 | Dell | PowerEdge R730xd | Service Tag: 8XSMND2 |
| 1 | Dell | PowerEdge R730xd | Service Tag: C8MNYJ2 |
| 1 | Dell | PowerEdge R710 | Service Tag: CMM5KN1 |
| 1 | Dell | PowerEdge R710 | Service Tag: DQWRPN1 |
| 1 | APC | Smart-UPS 1500 | 3S1522X06367 |
| 1 | APC | Smart-UPS 1500 | 3S2107X23202 |
| 1 | Ruckus | Ruckus AP | 18:7c:0b:17:4b:70 |
| 1 | Ruckus | Ruckus AP | 34:fa:9f:26:fc:70 |
| 1 | Ruckus | Ruckus AP | 18:7c:0b:17:21:80 |
| 1 | Ruckus | Ruckus AP | 0c:f4:d5:12:59:80 |
| 1 | Ruckus | Ruckus AP | 18:7c:0b:17:48:90 |
| 1 | Ruckus | Ruckus AP | 1c:b9:c4:2c:0d:e0 |

**Delivery of services:**

|  |
| --- |
| Alpha Charter of Excellence  1223 SW 4TH STREET MIAMI, FL 33135 |

**B.3 MIBS Minimum service requirements:**

● Service provider will conduct a network infrastructure survey at the commencement of the service contract and annually during the contract term and extensions. The survey will inventory all managed equipment and map all associated broadband services. The initial and annual survey will be performed at no additional cost to Alpha Charter of Excellence and copies of all documents created will be provided to Cole Academy.

● All managed equipment and associated broadband services will be monitored for acceptable availability and performance metrics at least once every 15 minutes during the contract term. Service provider will create a service request incident for any equipment not meeting acceptable metrics within 15 minutes of detection.

● Service provider will provide initial response to managed equipment issues within 2 hours after a managed equipment or broadband service failure; Service provider will dispatch on-site technician within 4 hours after remote diagnosis indicates onsite remediation is required. Service provider will provide resolution to 95% of incidents that do not require hardware replacement within 72 hours after initial response.

● Service provider will manage all configuration and changes to internal network infrastructure equipment needed to deliver associated broadband services. All remote configuration changes will be completed within 48 hours after receipt of a service request from Alpha Charter of Excellence. All onsite configuration changes will be completed within 72 hours after receipt of a service request from Alpha Charter of Excellence.

● Service provider will manage all configuration and changes to internal telecommunications infrastructure equipment needed to deliver associated broadband services. All remote configuration changes will be completed within 48 hours after receipt of a service request from Cole Academy. All onsite configuration changes will be completed within 72 hours after receipt of a service request from Alpha Charter of Excellence.

● Service provider will maintain staff with appropriate vendor certifications to service and maintain managed internal network equipment and managed internal telecommunications equipment. Service provider will provide documentation of service provider’s staff certifications upon request.

**B.4** **Contract Requirements**

The Alpha Charter of Excellence would like to see pricing for a (1) one year contract, a (3) year contract and a (5) year contract

**C). Responder Service Provider Requirements**

**C.1 Minimum qualifications**

The Responder must meet or exceed minimum qualification requirements.

1. Length of time business has provided this type of service.

1. 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.

2. 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/serviceproviders/step-1-obtain-a-spin/.

3. 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://apps.fcc.gov/coresWeb/publicHome.do.

4. 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 will be disqualified from participation in the bidding process and will be considered non-responsive. More information

about FCC Red and Green Light Status may be found at this website: <http://www.fcc.gov/debt_collection/welcome.html>. 5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.

6. 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.

7. 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.

8. 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/](https://www.usac.org/e-rate/service-providers/step-2-%20responding-to-bids/lowest-corresponding-price/).

9. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Alpha Charter of Excellence and documented with new price sheet sent to the District Office.

10. Vendor must certify that their equipment is neither manufactured by, nor contains any components from, either Huawei or ZTE.

11. Manufacturer must warrant all parts and equipment.

12. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

13. Service Provider must meet the following qualifications to be considered for award. Documentation regarding the following qualifications MUST be included in the Service Provider’s proposal. Noninclusion of applicable documents is basis for disqualification.

a) When providing electronic equipment quotes for switches/hubs/routers, Service Provider must have at least 1 Certified Engineer or equivalent on staff.

b) All proposals need to include tax and shipping as separate items in the response. Prospective Service Providers are required to also submit the “Equipment lists” in this RFP completely filled in. Failure by Service Provider to supply these documents shall be considered grounds for disqualification.

14. References from a School, Library or a County Office of Education in California are preferred and needs to include the following.

a) Job Location

b) Contact name and telephone number

c) Date of contract

d) Project Description

e) Equipment/Service Installed

**C.2 Responder Service Provider Acknowledgements**

1. 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 Substitution.

2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). 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.

3. This offer is in full compliance with USAC’s Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/freeservices-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: 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 2021 funding year (July 1, 2021). 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.

**C.3 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/service-providers/step-5-invoicing/.

**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).

**C.4 Invoicing**

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 School 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 School 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 and certification of Form 486, the School 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 School to file a Form 472, the School will inform the Service Provider of its intent. 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.

**C.5 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. 8. 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 School’s Governing Board. All terms, conditions, warranties, ligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The School 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.

**C.6 Procurement of Additional Goods and/or Services/Coterminous Expiration**

During the term of any Agreement resulting from this RFP, the School 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 School’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 School 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.

**C.7 Evaluation Criteria**

The Alpha Charter of Excellence reserves the right to retain all of the RFPs and to use any ideas in an RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected. Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District’s consent or proposer’s recourse to Public Contract Code Sections 5100, et seq.

The Alpha Charter of Excellence reserves the right to select the firm that best meets the needs of the School District, based on the criteria set forth herein. The School District reserves the right to reject any and all RFPs for any reason whatsoever. The School may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The issuance of this RFP and receipt of responses does not commit the School District to award a contract. The School District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently.

Contract Preference: To coincide with allowable E-rate delivery dates: Applicant requires that contract date be exactly and explicitly 4/1.

Servicer Provider Invoicing [SPI]: unless expressly negotiated otherwise. Applicant selects service provider invoicing via this notice and prior the submission of the form 471.

Compliance with Laws The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor.

Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively met the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

* Non-compliance with E-rate program rules
* Non-compliance with state or local regulations
* Failure to meet stated required vendor qualifications
* Failure to submit a complete solution to any numbered group of Products and Services Sought in Section B above. (For example, the Alpha Charter of Excellence requests a full complement of Network Components but if the vendor only proposes access points, the access points proposal will be disqualified unless no reasonable complete solutions have been received).
* Failure to meet minimum specifications for key components solution (such as port speed for a switches).
* Failure to present a least 90% of stated scope of selection for which proposal is submitted.
* Submission of emails or documents that are proprietary or confidential.
* Budgetary pricing: prices for products and services must be firm commitments; surprise special construction costs not acceptable.

In the event the Alpha Charter of Excellence receives less than 2 responsive bids, the School District at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further insure fair and open competitive bidding.

All qualified proposals will be evaluated using the following weighted factors and weights.

**The Alpha Charter of Excellence**

**FY2022 E-rate Request for Proposals**

|  |  |
| --- | --- |
| **Criterion** | **Weight** |
| Cost of eligible products and services | 30% |
| Vendor quote meets district’s minimum specifications. | 25% |
| Extent of experience with School and/or references | 25% |
| Quality of proposal documentation including service, experience and knowledge | 10% |
| Ability to deliver equipment by June 1 | 10% |
| Total | 100% |

**C.8 Other Specification**

Contract Format

It is mutually agreed by and between District and Responder that the District’s acceptance of Responder’s proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein. Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than $1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor’s duties and obligations described in this Agreement or imposed by law. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District’s duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim. Contractor shall be responsible for carrying its own workers’ compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

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 District pupils or unsupervised access to any District 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 District 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.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney’s fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Santa Barbara County.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

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

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed. Proprietary Information There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review. Conflict of Interest The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—The applicant certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

E-Rate Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: http://www.usac.org/sl

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

**C.9 RFP Protest**

A Responder may file a protest against the award of the Contract to any other Responder by following the School District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the School District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The School District will provide a written response within 30 working days to any timely RFP protest.

**D Pricing Submission Instructions.**

**D.1 Proposal Format**

Proposal Format

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form. All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements; Wi-Fi Internal Connection Maintenance.The School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP. All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information

2. Letter of Agreement

3. Cost Proposals

4. Addendums

5. Completed and signed Signature pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District’s technology needs.

**G) Signature Pages**

**Alpha Charter of Excellence**

**FY2022 E-Rate Request for Proposals**

**REQUEST FOR PROPOSALS**

**Signature Page (required)**

|  |  |
| --- | --- |
| **Applicant** | **Alpha Charter of Excellence** |
| **Billed Entity Number** | **16072439** |
| **Establishing Form 470** | **220023408 (109B-22)** |



For the Applicant: If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the legally binding agreement, as required by E-rate program rules. Either party may require additional documents. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

|  |  |
| --- | --- |
|  |  |
| Signature | Date |
|  |  |
| Printed Name | Title |
| **Alpha Charter of Excellence** | **16072439** |
| Applicant Name | BEN |