

**Request for Proposal #23-003**

**CATEGORY TWO WIRELESS  
EQUIPMENT  
E-RATE YEAR 26**

**Proposal Due Date: Tuesday, February 23, 2023 by 4:00pm**

**Contact:**

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**Request for Proposals for CATEGORY TWO WIRELESS EQUIPMENT for E-Rate Year 26**

**Notice to Responders**

**E-Rate Year 26** qualified  
**RFP 23\_003 CATEGORY TWO WIRELESS EQUIPMENT for**

The Governing Board of the District intends to

responses are received, applicant reserves the right to proactively solicit for RFP responses. No exceptions will be allowed.

**Proposal Results**

[www.scusd.edu/rfp](http://www.scusd.edu/rfp) on or around



## Responder Service Provider Information

Responders must provide the following Service Provider information:

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) included in proposal.
3. Indicate any options available.
4. Show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting April 1, 2023.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service. References from a District, School, Library or a County Office of Education in California are preferred.

Job Location

Contact name and telephone number

Date of contract

Project Description

Equipment/Service Installed

## Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

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/service-providers/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](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. - -  
eligible goods and services shall be clearly called out as 100% non-eligible or shall



## 5. 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 15, 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/>.

### 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).

## 6. 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 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 and certification 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.

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. Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

7. 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. Responder 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 Responder 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.



All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

The District reserves the right to retain all RFPs and to use any ideas in a 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 Responder selected.

**Evaluation Criteria**

The purpose of this RFP is to enable the District to select the proposal that represents the best value to the District and experience according to the evaluation criteria below.

officials and consultants, will review each response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Responders prior to and during the review and evaluation process

Proposals will be evaluated on the following criteria:

- Cost 30%
- Design 20%
- Extent of positive experience with District and/or other Public Agencies in California (including references) 20%
- Company Size and Stability 10%
- Quote preparation, thoroughness and responsiveness to RFP requirements 10%



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





protest deadline will not be considered.

- c. The protest must refer to the specific portions of all documents that form the basis 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 District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

#### 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









# NIF (Non

NF (Non-Instructional Facilities)

**Cost Proposal**

**RFP 23-003**

**Responder Company Name:** \_\_\_\_\_

**Responder Name:** \_\_\_\_\_

**Responder Title:** \_\_\_\_\_

**Responder SPIN:** \_\_\_\_\_

**Responder Phone:** \_\_\_\_\_

Responding Service providers must determine Erate eligibility percentage as well as category of

The Districts Eligible UPS Equipment includes (or equivalent):							
Part Number	Qty	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
C9124AXE-B-EDU	200	Cisco Catalyst 9124AX Series - EDU					

AIR-ANT2568VG-NS

AIR-ANT2568VG-NS





**Business Services  
Contracts Office**

5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
(916) 643-2464

\_\_\_\_\_  
*Jorge Aguilar, Superintendent*  
*Rose Ramos, Chief Business Officer*

**Letter of Agreement**

Pursuant to the terms of Sacramento City Unified School District RFP 23-003 for CATEGORY TWO WIRELESS EQUIPMENT, (Name of Company)

\_\_\_\_\_ RFP 23-003 dated (mm/dd/yyyy) \_\_\_\_\_, (Name of Company) \_\_\_\_\_ will provide the equipment and services per RFP 23-003 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) \_\_\_\_\_ and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2023 (Year 26), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Rose Ramos

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



Chief Business Officer  
Title

\_\_\_\_\_  
Title

5735 47th Avenue Sacramento, CA 95824  
Address

\_\_\_\_\_  
Address

Rose-f-ramos@scusd.edu  
Email

\_\_\_\_\_  
Email

916-643-9055  
Phone

\_\_\_\_\_  
Phone

**Fingerprint Certification**

**RFP 23-003**

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 District pupils or unsupervised access to any District campus of the Sacramento City Unified School District 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)

**Statement of Non-Conflict of Interest**

**RFP 23-003**

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Responder

\_\_\_\_\_  
Date



lity Insurance for all employees of

engaged in Work under this Contract, on or at the Site of the Project, is not protected under the provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

**Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates**

Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

Endorsements, certificates, and insurance policies shall include the following:

A clause stating:

reduced until notice has been mailed to District stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

All endorsements, certificates and insurance policies shall state that District, its trustees,

newed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of the agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of the agreement, and will cover the Contractor and all Subcontractors for all claims made.

-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents.

All endorsements shall waive any right to subrogation against any of the named additional insureds.

less than **A: VII.**

The insurance req  
out of or relating to the performance of the work or related activities.

Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the agreement.

**Insurance Policy Limits**

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability Split Limit	<b>\$2,000,000 per occurrence; \$4,000,000 aggregate</b>
<b>Automobile Liability Any Auto Workers Compensation</b>	Combined Single Limit	\$1,000,000







