



Los Alamitos Unified School District

Request for Proposal (RFP)

#2122-02

INTERNAL CONNECTIONS CATEGORY 2

Issue Date: Wednesday, January 19, 2022

Proposal Submittal Date/Time: Thursday, February 17, 2022 at 9:00 a.m.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

<p>Request for Proposals Number RFP #2122-02 INTERNAL CONNECTIONS CATEGORY 2</p>
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I. INTRODUCTION

A. NOTICE OF REQUEST FOR PROPOSALS (RFP):

Los Alamitos Unified School District Purchasing Department, hereafter referred to as the "District", is seeking and will receive sealed proposals from interested and qualified Proposers, hereafter referred to as "Proposer(s)" to provide certain technology, telecommunication equipment and related services including: Internet Access, Network Technology, UPS Batteries, Routers/Switches, Wireless Access Points, and other E-Rate approved solutions (collectively, "Technology Equipment") up to, but not later than, the time stated below. Please refer to Scope of Work for category of services/solutions to propose upon.

Proposal Deadline: 9:00 a.m. on Thursday, February 17, 2022

Place of Proposal Receipt: Los Alamitos Unified School District, 10293 Bloomfield Street, Los Alamitos, CA 90720.

Proposals will be publicly opened and the proposal price will be read at 9:30 a.m. on Thursday February 17, 2022 at 10293 Bloomfield Street, Los Alamitos, CA 90720 in the Board Conference Room, in Building D. Social Distancing and proper PPE will be required to attend

Any proposals received after the time specified above or after any extensions as specified in subsequent addenda shall be returned unopened.

The RFP forms and documents will be available electronically upon request to John Spiratos at jspiratos@losal.org, the District's website at www.losal.org/rfp, or hard copies can be picked up at the District's Purchasing Department located at 10293 Bloomfield Street, Los Alamitos, CA 90720 during normal business hours, which are Monday through Friday between 7:30 a.m. and 4:00 p.m. except for District holidays.

Project Identification Name: **INTERNAL CONNECTIONS CATEGORY 2**

The District adopted a resolution pursuant to Public Contract Code section 20118.2 which authorizes school districts to use a competitive proposal process to procure technology. Thus, the District will assess this RFP pursuant to Public Contract Code 20118.2. Section 20118.2, along

with the District's resolution, allows the District to select the most qualified Proposer(s) whose proposal(s) meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the Request for Proposals, whichever is in the best interest of the District. Pursuant to Section 20118.2, the District is not required to award the contract to the lowest priced Proposer(s). **The District further reserves the right to award specific items on an individual per line item basis to one or more of the Proposers, whichever is in the best interest of the District. All proposals shall be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process described in Public Contract Code section 20118.2.** The successful Proposer will be notified in the event of an award.

PLEASE NOTE that the Project is funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF) (the "E-Rate Program"). Therefore, all Proposers must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to Technology Equipment and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Proposers must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with their proposal. Proposers shall be solely liable for any failure to meet the requirements of the E-Rate Program, as updated throughout the Project, and shall not rely on any statement made herein or otherwise provided by the District regarding the specific requirements of the E-Rate Program.

As set forth below, the District is seeking certain telecommunication technology and Internet access which shall be funded in part by the E-Rate Program. **Proposers may submit proposals for some or all of the separate Solutions as set forth in Article III: Scope of Work, set forth below and labeled as Solution A: Wireless Access Points, and Solution B: UPS Battery Backup (the "Solution").** The District will evaluate each Solution of Technology Equipment separately and reserves the right to recommend multiple awards with Proposers for each Solution. Proposers need to submit proposals for each Solution separately and may not combine categories in cost and qualifications or suggest that the proposal price for one Solution is dependent on receiving a contract for another Solution. The District reserves the right to reject any proposal that does not clearly establish its proposal for each designated Solution.

Miscellaneous Information

Proposals shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place (the "Deadline"). Proposers are solely responsible for ensuring the District receives their proposals on or before the Deadline. The District is not responsible for any delays or mishandling in the delivery of mail or other shipment methods. Only the bottom line price will be read. However, as explained above, the District may select proposals based on the criteria set forth herein and is not bound to select the lowest prices provided through the proposals.

Proposer shall submit all information required in this RFP, including all Proposal Forms attached below.

Proposer and Subcontractors shall be licensed pursuant to California law for the trades necessary to perform/provide the solution called for in the contract documents.

Each proposal must strictly conform with and be responsive to the contract documents, which shall include this RFP.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process.

As set forth herein, all equipment or material identified herein includes the language “or equivalent” indicating that the District will accept and consider proposals proposing equipment or material and nothing herein shall be interpreted as limiting proposers to a specific type or manufacturer of specific equipment or material. To submit an equivalent solution for the District’s consideration, Proposers must provide detailed specs, a comparison of the proposed equivalent solution with the solution set forth above, a summary of available web management and support for the equivalent solution, and any other supporting documents necessary to assist the District in determining the sufficiency of the equivalent solution. As noted in the RFP, the District shall determine if the equivalent solution meets the needs and requirements of the District as set forth in this RFP at the District’s sole and absolute discretion. Thus, the District may reject any Proposal, without further explanation, if the District determines the equivalent solution does not meet the District’s needs.

Each Proposer shall submit with his proposal, on the form furnished with the contract documents, a list of the designated subcontractors on this project, if any, as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq. If no subcontractors are involved, the Proposer must note this on the subcontractor form.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Proposer, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Proposer. Upon satisfactory completion of the contract, the securities shall be returned to the Proposer.

Each Proposer’s proposal must be accompanied by one of the following forms of Proposer’s security: (1) cash; (2) a cashier’s check made payable to the Los Alamitos Unified School District; (3) a certified check made payable to the Los Alamitos Unified School District; or (4) a proposer’s bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Los Alamitos Unified School District in the form set forth below. Such Proposer’s security must be in an amount not less than ten percent (10%) of the maximum amount of proposal as a guarantee that the Proposer will enter into the proposed contract, if the

same is awarded to such Proposer. In the event of failure to enter into said contract, or provide the necessary documents, said security will be forfeited.

Where applicable, Proposers must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Proposers may contact the District for details regarding the District's DVBE participation goals and requirements.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and included with the proposal.

No telephone or facsimile machine will be available to Proposers on the District premises at any time.

It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. In no event shall the District be responsible for any costs incurred by any Proposer for the preparation or submission of any proposal. The following dates are subject to adjustment at the District's sole discretion:

Proposal Opening:	<u>Thursday February 17, 2022 at 9:30 a.m.</u> Building D - Board Conference Room at 10293 Bloomfield Street, Los Alamitos, CA 90720 Social Distancing and proper PPE will be required to attend
Board Approval of Project Contract	<u>Tuesday, March 08, 2022</u>
Start/Delivery of Solution	<u>To Be Determined by the District through a written Notice to Proceed, subject to the funding requirements set forth herein</u>

After awarding the contract(s), the District will issue a Notice to Proceed (NTP) which shall instruct the selected Proposer(s) to deliver the contracted equipment/hardware to the District by a certain deadline. The specific date of the NTP shall be determined at the sole discretion of the District but will likely be issued before July 1, 2022, possibly around April 1, 2022, per eRate Advance Installation guidelines for Category 2 Non-Recurring Services: ***"Installation of Category Two non-recurring services may begin on the April 1 prior to the July 1 start of the funding year"***. The District's issuance of a NTP will be contingent on ensuring adequate District funding,

as discussed below. If the District is unable to secure adequate funding, for any reason, it may terminate the contracts without cost or penalty assigned to the District. By submitting a response to this RFP, each Proposer shall confirm it will provide all equipment/hardware included in their proposal for the proposed prices at any time, even if the NTP is delayed. A NTP on or after April 1, 2022 will be required for vendor(s) who are awarded any or all categories of the RFP.

B. GENERAL INFORMATION PROVIDED BY PROPOSER

Each proposal should include the following items for each Solution. These items shall include and incorporate statements and evidence showing that the Proposer can and will comply with all requirements set forth throughout this RFP. These items will be used, at the District’s discretion, to assess the proposals and Proposers during the Evaluation Process pursuant to Public Contract Code section 20118.2.

- 1) **Cover Letter** - Include a cover letter with a brief description of the Proposer’s structure and statement of interest.
- 2) **Description of Proposer’s Company** – Include a description of qualifications for your company providing the requested services/solutions. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The Proposer shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- 3) **Proposers Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services/solutions, including their qualifications and recent related experience providing similar services/solutions. Proposer must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The Proposer should state the size of staff, the location from which these services/solutions would be performed, and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.

Each Proposer, as part of its Proposals submission, shall outline the structure of the management organization to be assigned to the District contract. All listed positions are to be identified on an organizational chart and submitted to the District, identifying the specific personnel who will be assigned to the District to provide any service pursuant to this RFP.

- 4) **Capacity and Methodology** – Describe how the Proposer will provide services/solutions and fulfill the requirements and expectations of the District and

this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines.

- 5) **Experience and References** – Description of past performances of similar service and related experience. The Proposer is required to submit a list of other school districts or county offices of education for which services/solutions have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the number of students, date services/solutions were performed, client name, client contact name and phone number.
- 6) **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- 7) **Fiscal Stability** – Provide documentation showing Proposer’s financial status which may include the most recent audited financial statement.
- 8) List All Active License Number(s).
- 9) Submit completed and signed Proposal Forms attached to this RFP.
- 10) **Insurance.** Provide any and all applicable certificates showing the type and amount of insurance Proposer holds and will maintain throughout the course of the Project. Proposer shall also provide: 1) the name of insurance carrier, 2) number of years with carrier, 3) claims made on the policy of insurance, 4) a detailed explanation of the nature and type of claim, 5) whether the claim has been resolved and 6) the terms of the resolution.
- 11) **Additional Information** - Proposers are encouraged to provide additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.
- 12) **Pricing** – Proposers must provide the costs and prices for each Solution separately on the spreadsheet form attached hereto as **RFP Form G**, and a total cost for all Solutions as set forth in Proposal Form A for each solution below. All prices and the total proposal price shall include any and all charges to the District to receive complete delivery of the solutions described. Proposer shall be responsible for any other cost required to complete its services. The pricing provided in the RFP response shall be valid upon submission of a proposal and shall remain valid when the District issues the NTP. As explained herein, the District may award contracts to different proposers for each Solution or one contract for all three Solutions, at the District’s discretion and in accordance with Public Contract Code section 20118.2.

C. TERM OF CONTRACT

Specific services/solutions to be provided under this Request for Proposals (RFP) are outlined under Section III-Scope of Work. The District's contract with the selected Proposer(s) shall indicate the selected Proposer(s) shall meet all obligations and requirements necessary to provide the Solutions as set in Article III for the timeframe discussed herein and shall be responsible for the delivery and condition of the Solution until it is delivered to, received by, and approved by the District. The timeframe of delivery for the Solutions shall be determined by the District's NTP, to be released at the District's discretion as discussed herein. The selected Proposer(s) obligations with respect to insurance coverage, indemnity requirements, and any warranties shall remain after delivery and acceptance of the Solutions. The District will not issue a NTP unless and until it procures the necessary funding from the E-Rate Program and secures the necessary District funding. The District does not expect to confirm such funding until after July 1, 2022. Thus, all Proposers must confirm their proposal terms and payment will remain valid until the District provides notification that it will not issue a NTP and will cancel the Contract.

All Proposers must consider the timeframe between submission of proposal and the projected Project start date when submitting a proposal for the Project. All Proposers shall be required to honor their proposals from the date of submission up through the NTP and throughout the Project, and will not be entitled to any additional payment based on the length of the time frame from the award of the contract to the NTP, including, but not limited to any increase in costs for materials or equipment needed for the Project. Further, the bid bond provided by the Proposer must remain in full force and effect regardless of the timeframe between submission of the proposal and the District's issuance of a Notice of Proceed for the Project.

Selected Proposers must be able to participate in the FCC E-Rate Program and are solely responsible for ensuring compliance with all rules and regulations of this program. The District, at its sole discretion, may assist the Selected Proposers to ensure compliance with the FCC E-Rate Program but any such assistance shall not reduce or eliminate the Selected Proposer's independent responsibility to ensure compliance.

Proposers are advised, E-Rate funding may be a condition precedent to the effectiveness of any agreement formed pursuant to this RFP. If for some reason USAC – SLD does not approve funds for E-Rate Funding Year 2022, the District, at its sole discretion, may deem all proposals and agreements null and void, and the District may reject all proposals at no cost or penalty to the District, unless agreed upon by both parties in a written addendum. Further, if the District is unable to obtain additional funding to supplement the E-Rate funding, it may similarly declare the agreements null and void without any penalty or additional cost to the District. The District may also decide, at its sole discretion, to continue with all or a portion of the services set forth herein in the event E-rate funding is not available, in which case the District shall issue payment through alternative funds and shall amend the Project contract as required. Proposers shall be solely responsible for all costs associated with submitting a proposal pursuant to this RFP, including any costs incurred to preparing the response and preparing to meet the requirements of the RFP.

Additional Information:

The RFP forms and documents will be available electronically upon request to John Spiratos at jspiratos@losal.org, the District’s website at www.losal.org/rfp, or hard copies can be picked up at the District’s Purchasing Department located at 10293 Bloomfield Street, Los Alamitos, CA 90720 during normal business hours, which are Monday through Friday between 7:30 a.m. and 4:00 p.m. except for District holidays.

D. MINIMUM PROPOSER REQUIREMENTS

Because the services/solutions specified in the RFP are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of “E-Rate” Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, California state requirements and District requirements. All Proposers submitting proposals must be knowledgeable of all requirements to obtain and maintain E-Rate funding eligibility. These requirements include, but are not limited to, the requirements set forth below. Proposers must be prepared to utilize any E-rate billing method as chosen by the District, at its sole discretion. The District generally prefers the SPI (Service Provider Invoice) method of billing where the District pays only the non-Erate eligible charges. However, should the District, at any time, decide that it is in the best interest of the District to file a BEAR Form 472, the District will inform the selected proposer(s) of its intention and the selected proposer(s) shall adjust their billing accordingly at no cost to the District. Thus, proposers must indicate that they can and will comply with any billing method required or chosen by the District at the District’s sole discretion within their proposal.

Proposer’s proposals must include documentation establishing that it meets all of these requirements as well as the conditions set forth in this RFP:

Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, may be presumed to be unable to meet this requirement. The District reserves the right, at its sole discretion, to determine if any work or service provided by the Proposer constitutes unsatisfactory performance through its evaluation process as set forth herein.

Have the ability to maintain adequate files and records and meet any and all statistical reporting requirements, and to provide any information necessary to meet all applicable FCC requirements, including any possible audits throughout the course of the Technology Solution.

Have the administrative and fiscal capability to provide and manage the proposed services/solutions and to ensure an adequate audit trail.

Have at least three (3) years of experience providing this type of solution.

In addition to the past experience reference requirements set forth in Section B(5) above, provide references of a minimum of three (3) other customers, one (1) of which should be a School District, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide the same or similar services/solutions as outlined in this RFP. All references must have names, titles and phone numbers. All reference accounts must be installed and operable for at least 12 months.

The District strongly prefers that the Proposer agree to bill and receive a portion of the payment for the provisions of goods and services/solutions described herein directly from USAC via the Form 474 Service Provider Invoice (SPI) process, billing the District only for its discounted share of costs. Proposers are to indicate if they are, or are not, willing and able to use the SPI process.

Meet other presentation and participation requirements listed in this RFP. Proposer must confirm that it has the ability to provide any and all materials and services/solutions required by this RFP and necessary to complete the proposals.

The proposals must NOT require the purchase or acquisition of additional hardware, software or services/solutions outside the scope of the proposals or by any third-party provider. The Proposer must confirm that it meets this requirement in its proposal and the winning Proposer(s) will be required to enter into a contract confirming no third-party equipment is required for the complete delivery and installation of the equipment provided by the Proposer.

The pre-discount cost and description of all services/solutions and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. A complete description of the services/solutions, as required by the SLD, must be attached to, or submitted with, these costs including tax and freight as applicable.

The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services. A SPIN is a unique nine-digit number assigned to your company by USAC. You may want more than one SPIN to participate in Schools and Libraries Program.

Proposer must include a signed contract with the terms of their proposals delineated in the body of the document. Include multiple agreements, if needed to accommodate pricing options for an initial term. The District, at its sole discretion, shall determine the form and content of the contract which shall incorporate the terms of this RFP and the Proposer's proposal into the contract. In no event shall a Proposer require the District to execute a form or standard agreement provided by Proposer.

Proposer is required to acknowledge all terms of the RFP. If Proposer is unable to comply with any specific item in this RFP, a list of detailed exceptions must be provided with the submission of the proposal. The District, at its sole discretion, shall determine if the Proposer still meets the needs and requirements of this RFP and the District with any such exception. If exceptions are

not indicated, then submission of the proposals shall certify that the Proposer is able to, and will, fully comply with requirements of the RFP. Proposer must include any addenda at the time of submission of the proposals. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the proposals.

The successful Proposer shall provide all equipment, materials, and/or services enumerated. All deliveries are to be made to our Warehouse with the Attention of "John Spiratos" at 10652 Reagan Street, Los Alamitos CA 90720. Deliveries are to be made Monday – Friday from 7 a.m. – 2 p.m. PST (please reference the Calendar link at the District website (www.losal.org) for school holidays).

Any equipment or services required to provide a complete and operational system will be provided by Proposer, regardless if the equipment or service has been specifically itemized in the proposal response.

Proposer must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. All sub-Contractors identified by the Proposer must certify that they are able and authorized to provide all services necessary to comply with all applicable E-rate regulations, including reporting requirements. The District must approve all sub-Contractors in writing prior to the commencement of work. The Proposers shall be solely responsible for ensuring all sub-Contractors comply with the E-Rate Requirements, as defined below, throughout the Project.

Proposer must be familiar with, and demonstrate the ability to comply with, all regulations and requirements for the SLD E-Rate program. Proposer shall be solely responsible for ensuring its work on the Project complies with all applicable state and federal regulations applicable to the E-Rate program (collectively, the "E-Rate Requirements") and shall indemnify, defend and hold harmless the District for any claim or cost arising from Proposer's failure to comply with any and all applicable E-rate regulations or rules. Proposer must be familiar with all applicable Federal E-rate policies and is required to abide by the requirements for Proposers under the E-rate program as set forth by the E-rate program administrators. These requirements include but are not limited to: abiding by Lowest Corresponding Price rules, filing of all forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the submission of any information participating eligible entities must submit as part of their filing requirements. Proposers shall be solely responsible for determining the current E-Rate Requirements applicable to the Project and ensure compliance with any and all applicable E-Rate Requirements. In the event the District receives any question or inquiry regarding Proposer's compliance with any E-Rate Requirement, including any audit inquiries from any related government agency, the Proposer shall work with the District in good faith to respond to the inquiry and shall be responsible to take any action necessary to satisfactory address the question.

Proposer shall possess, at the time the contract is awarded, any and all licenses required to perform the work discussed herein. The successful Proposer must maintain the licenses throughout the duration of the Project.

The District shall not be held responsible for ensuring the Proposer receives E-Rate funding and will not issue any additional payment if the Proposer fails to receive E-Rate funding. Proposer shall be responsible for completing the Project in accordance with the Project documents regardless of any delay or failure of the Proposer to receive E-Rate funding, unless caused by the negligence of the District.

E. PROPOSAL SUBMISSION

To Submit a response to this request please deliver one (1) original clearly marked "Original", (1) hard copy clearly marked "Copy" and one (1) electronic copy on USB Storage Device. Sealed responses to this RFP must be submitted and delivered via USPS or other delivery service to Los Alamitos USD **no later than 9:00 a.m. on Thursday February 17, 2022** at the address below (the "Proposal Deadline"). The District will only accept and consider proposals received by the Proposal Deadline. Proposers are solely responsible for ensuring the proposal arrives before the Proposal Deadline. The District is not responsible for any issues related to the delivery of proposals through mail or other delivery service. All Proposers must take whatever steps are necessary to ensure delivery and receipt of its proposal by the proposal Deadline. No special considerations shall be granted for proposals that were timely mailed but not received by the Proposal Deadline. District shall not be responsible for any costs incurred in the creation or submission of any proposal.

For the purposes of this proposal, the time specified will be as defined by the official time clock located at the address listed below. **Late proposals will not be accepted.**

**Los Alamitos Unified School District
Attn: John Spiratos
RFP #2122-02 (E-Rate 2022)
10293 Bloomfield St.
Los Alamitos, CA 90720**

The outside of the sealed envelope must be clearly marked with the Proposer's name and SPIN. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. The District reserves the right to reject late proposals.

Only written proposals will be considered. Proposers must respond to the District's RFP and complete the forms provided herein. Proposers may not modify the RFP forms provided herein when providing a response. The completed proposal shall be without erasures or alterations. The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with the award of contract.

All proposals shall be firm offers subject to acceptance by Los Alamitos Unified School District and may not be withdrawn for a period of 180 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to Los Alamitos Unified School District, except as permitted by Los Alamitos Unified School District. All prices and offers presented in the proposal must be honored throughout the proposal process and throughout the course of the Project contract.

Los Alamitos Unified School District reserves the right to reject any or all proposals. The District will identify the most advantageous Proposer, based on the requirements set forth in this RFP and the District's needs, to be determined at the sole discretion of the District, including but not limited to quality of the proposals, the Proposer's reputation, prior experience, compatibility, and the price. The District will award the contracts where in the judgment of the District, such award is in the best interest of the District pursuant to the Public Contract Code section 20118.2.

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent, or ambiguous, the District may reject such proposal as not being responsive to the Request for Proposal.

The failure or omission of any Proposer to receive or examine any contract documents, form, instrument, addendum, or other document shall not relieve any Proposer from obligations with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

F. QUESTIONS, POSSIBLE ADDENDA AND WITHDRAWAL OF PROPOSALS:

Once this RFP has been issued, the individual identified below is the sole contact point for any inquiries or information relating to this RFP and will coordinate answers with the District Project Management Contact, if needed. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing to:

Points of Contact:

John Spiratos
Director of Information Technology
Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
jspiratos@losal.org

All Proposers interested in making a proposal are directed **not** to make personal contact with members of the District's Governing Board or visit any school site or any District personnel beyond the individuals listed herein. Any contact will constitute grounds for disqualification of consideration.

Questions related to this RFP process or the RFP documents must be submitted in writing, via E-mail attention jspiratos@losal.org, **no later than** 10:00 a.m. on Wednesday, February 2, 2022. The District shall not be required to answer any questions after the specified deadline, or any questions submitted in a manner other than instructed herein. The District shall not be bound by any oral statement made by any District employee, including the Point of Contact. All questions regarding this RFP must be submitted in writing in accordance with this Section.

The District will respond in writing to all questions and will post the answers on our webpage at: www.losal.org/rfp, or hard copies can be picked up at the District's Purchasing Department located at 10293 Bloomfield Street, Los Alamitos, CA 90720 during normal business hours as indicated herein.

Answers will be provided as a numbered addendum. Ex: RFP #2122-02-ADD#1

If it becomes necessary for the District to revise any part of this RFP, or provide clarification or additional information after the documents are released, an addendum will be posted on the District's website at www.losal.org/rfp.

All addenda issued shall become part of the RFP. It shall be the responsibility of the potential contractors to review the District's website for any addenda. The District shall not be responsible for notifying any party of any addenda. All addenda and changes shall be made in writing by the District. No oral statements by any District employee shall constitute a change or addendum to this RFP, the Project documents, or any project requirement. The RFP shall also include all Forms attached hereto, and the Proposer is required to provide all information requested by the Forms.

Withdrawal of Proposal: Any Proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

G. GENERAL CONDITIONS

- 1) Non-Collusion Declaration.** Proposer shall complete Non-Collusion Declaration and submit the original copy with its proposal.
- 2) Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of the RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page, or to include all addenda with the RFP documents, may be sufficient cause for rejecting the submitted proposals.

- 3) Award or Rejection of Response to Request for Proposals.** The contract(s) will be awarded at District's sole discretion. District reserves the right to reject any or all Responses to Request for Proposals (RFP) and/or waive any RFP informality. The District also reserves the right to reject all proposals. The District reserves the right to award a contract for any portion of services/categories as it sees fit. Thus, Proposers may submit separate proposals for one or more of the services described below. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to Section 20118.2 of the Public Contract Code, the District reserves the right to award a Contract to the qualified Proposers whose proposals meets the evaluation standards and will be most advantageous to the District with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award parts of the services or materials sought by the RFP, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. By submitting a proposal, the Proposer certifies that it is willing and able to provide any and all services described herein, even if only a portion of the services and materials are required by the District. The successful Responder(s) will be notified in the event of an award.
- 4) Conflict of Interest.** By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enables him/her to influence any award of your offer or any competing offer, and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this Request for Proposals. If such conflict exists, the Contractor will notify the District in writing prior to, or with the submission of, its proposals.
- 5) If Proposer Protests.** Any Proposer who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:
- 5.1 The protest is in writing;
 - 5.2 The protest is filed and received by the District's **Director of Information Technology** not more than three (3) calendar days following the date on which the District identifies the selected Proposer(s);
 - 5.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation, all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the Proposer submitting the protest concurring with or denying the protest. The District, at its discretion, may also send the protest to the Proposer receiving the protest for its input and comment. The District's written decision

shall be final and not subject to reconsideration or appeal. No Proposer shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the Proposer. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive, and compliant with all applicable regulations. Further, the District notes that any protest and the resulting correspondence will be public records pursuant to the Public Records Act.

6. Indemnification

Proposer shall be solely responsible for ensuring all information submitted to the District or any federal agency, including but not limited, to all statements regarding the amount of work completed and quantities of equipment delivered on the Project, is accurate and shall indemnify and hold the District harmless from any claim, damage, or loss arising from the information provided by the Proposer, including any action, claim or audit initiated by the Universal Service Administrative Company or the Federal Communications Commission. This indemnification requirement will be incorporated into any agreement entered by the District pursuant to this RFP and shall be in addition to any indemnification requirement set forth in the District's proposed contracts.

7. Insurance

Prior to commencing the work, Proposer will be required, at their sole cost and expense, and during all periods as required by the Contract, shall maintain in effect, the following policies of insurance and any other insurance necessary to insure the equipment/hardware during delivery to the District:

- a) **General Liability Insurance** – A policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and must include a separate endorsement naming the District, the Governing Board of District and each member thereof, and the District's other officers, agents, employees and volunteers, individually and collectively, as additional insureds.
- b) **Vehicle Liability Insurance** – A policy of business vehicle liability insurance, written on an “occurrence” basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. The Vehicle Liability policy shall include coverage for owned, hired and non-owned automobiles.
- c) **Workers' Compensation Insurance** – Workers' compensation insurance as required by State Law and employers liability insurance with coverage in an amount not less than \$1,000,000.

Proposer shall maintain the insurance policies required pursuant to the Contract in effect at least until the date is one year following final payment to Proposer pursuant to the Contract. The insurance policies required pursuant to the Contract shall be issued by one or more insurers licensed to do business in the state and having an A.M. Best company rating of not less than "A-" and a financial size category of "IX".

The District must be named as an additional insured party on these policies and shall be notified in writing by the insurance carrier of any change in or cancellation of coverage. The endorsement certifications must be completed and returned with the RFP Documents by the awarded Proposer.

8. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work by such Proposer.

9. Wage Rates, Travel and Subsistence

As applicable, the selected Proposer(s) shall be solely responsible for ensuring compliance with any and all wage requirements and regulations applicable to the RFP. The District is not responsible for determining the wage requirements applicable to any person hired by the Proposers and provides the information set forth herein as a courtesy for informational purposes only. Pursuant to Labor Code Sections 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification, or type of worker needed to execute the contract. Copies are available from the District to any interested party upon request and are also available from the Director of the Department of Industrial Relations. The Proposer shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project where such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial

Relations, or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Proposer's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractor under such Proposer, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

10. Warranty

The Proposer shall warrant to the District that all equipment/hardware provided will be free from defects not inherent in the quality required or permitted, and that the equipment/hardware provided to the District will conform with the requirements of the Contract Documents which will include this RFP. Equipment/hardware not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this RFP shall include a warranty setting forth the specific requirements. However, all Proposers shall confirm that they can and will warrant all equipment/hardware provided to the District with the following representations:

In addition to any other warranties provided elsewhere, Proposer shall, and hereby does, warrant all equipment/hardware after the date of delivery to the District, and shall repair or replace any or all such equipment/hardware, together with any other work which may be displaced in so doing that may prove defective within a three (3) year period from the date of delivery without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect are exceptions. District will give notice of observed defects with reasonable promptness. Proposer shall notify District upon completion of repairs.

In the event of failure of Proposer to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Proposer, who hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective equipment/hardware requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the Proposer notice. If the Proposer cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such corrections, which shall be charged against Proposer. Such action by the District will not relieve the Proposer of the guarantee provided in this Article or elsewhere in the Contract or this RFP.

This Article does not in any way limit the guarantee on any items for which a longer warranty is specified, or on any items for which a manufacturer gives a guarantee for a longer period. Proposer shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

II. PROPOSALS CONDITIONS

A. Contingencies

This Request for Proposals (RFP) does not commit District to award a contract. The District reserves the right to accept or reject any or all proposals if District determines it is in the best interest of District to do so. The District will notify all Proposers in writing, if District rejects all proposals. District also reserves the right to terminate this RFP process at any time and terminate any executed contract if funds are not available as set forth above.

The District reserves the right to limit the scope of work, including scaling back the scope, removing sites and associated services/equipment, and approving service substitutions, and will not incur termination liability as a result.

The District will use reasonable efforts to obtain funding through the Federal E-Rate program and the State of California but will not authorize any services, work, or delivery related to the contract until sufficient funds have been committed from these sources. Proposer's services, and the District's obligations, shall not begin until after the District issues a written Notice to Proceed. In no event shall this RFP, or the District's execution of any contract, serve as a guarantee or warranty from the District that E-rate funding will be received for the Project.

If the E-Rate funding request is denied by USAC/SLD, or insufficient funding is obtained by the District through any other source, the Contract, with respect to such services, shall terminate immediately unless the District provides written notice to the Proposer instructing it to continue with specific portions of the Contract. This termination option shall apply if the District determines, at its sole discretion, that it has not obtained, or cannot obtain, enough funding for the Contract, including insufficient District funds. In the event of such a termination, the District shall not be liable for any costs, expenses, or losses incurred by the proposal related to this RFP or the Contract.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid, and subject to acceptance after the proposals opening and up to the end of the agreement period. District reserves the right to reject any or all proposals.

C. Best Value Evaluation Process

Pursuant to Public Contract Code section 20118.2, the District will review all proposals based on the factors described herein and the District's needs to select the proposal(s), which, at the District's sole discretion, offer the District the most advantageous options

(the “Evaluation Process”). Cost is an important factor in the evaluation process, but District is not obligated to accept the lowest cost proposal. The District will consider the following criteria in the Evaluation Process (the “Evaluation Criteria”):

- 1) The pricing provided by the Proposer for all work, and the individual prices and costs as stated in **Proposal Forms A and G**.
- 2) Solution must be consistent or compatible with existing systems, have integration with current systems, and allow ease of management; demonstrates ability to meet the needs of the District.
- 3) Satisfactory references from school districts.
- 4) Demonstrate ability to comply with all E-Rate Requirements and assist the District to ensure E-Rate funding is maintained throughout the Project.
- 5) Willing to submit SPI and be flexible with billing options as it complies with E-rate.
- 6) Experience working on projects that received funding from the federal government or any relevant experience working with the federal government.
- 7) Demonstrate evidence that the Proposer has the financial capability to prosecute the work required for the successful completion of the Project.
- 8) Evidence that the Proposer’s team has the experience and ability to provide the necessary services to complete the Project.
- 9) Discussion of how the Proposer will identify procedures and processes to work with District employees and consultants to ensure successful completion of the Project.
- 10) Any and all of the requirements set forth herein.

The Evaluation Criteria are listed in order of their relative importance, with the first item representing the most important Evaluation Criterion followed by Evaluation Criteria of decreasing importance. The District, at its sole discretion, shall assess each proposal based on these criteria and identify the proposal(s) that best meet the needs of the District based on the Evaluation Criteria. The specific process for reviewing and analyzing the Proposals pursuant to this process will be conducted at the District’s sole discretion.

III. SCOPE OF WORK

Proposer shall provide the following Solutions. The District reserves the right to reject all proposals. The District reserves the right to award a contract for any portion of Solutions as it sees fit. Thus, Proposers should submit separate proposals for one or more of the Solutions

described below. Proposers must confirm the ability to provide the following Solutions with the following specifications and requirements and provide a description of how it will meet these requirements. The final proposal price must include any and all applicable charges to the District, including taxes and surcharges. Please provide proposal for the Solutions below:

A. Solution A - Wireless Access Points:

- 1. Cisco Meraki MR56; Or Equivalent Solutions.**
- 2. Cisco Meraki MR86; Or Equivalent Solutions.**
- 3. Cisco Meraki MA-ANT-25 Dual-Band Antenna; Or Equivalent Solutions.**

Proposer will provide a hardware and accessory only solution for this proposal. Proposer will provide line item cost for each part number listed below. The District will consider equivalent solutions but Proposer must include side-by-side comparison table and supporting documentation specifications.

Wireless System Requirements

- The Wireless system must be 802.AX / WiFi-6 certified.
- The internal Wireless system must support 5 GHz 8x8:8 radio and 2.4 GHz 4x4:4 radio with combined dual-radio operability.
- The external Wireless system must support 4 radios; 4 stream UL/DL MU-MIMO.
- The external Wireless system will support dual band patch antenna; antennas to provide directional coverage with a Gain around 8 / 6.5 dBi.
- The entire wireless system must be a cloud managed and not require any controllers or additional appliances for management, configuration.
- The Wireless System must include a cloud management platform that is fully redundant across multiple US based data centers.
- The Wireless System must have a 1-click mass upgrades for all Access Points simultaneously, regardless of model.
- The management application must support two factor authentication.
- The Wireless System must notify Network Administrators when a new feature or firmware version is available.
- The management application must allow for multiple sites, and multiple levels of administrative roles, including “read-only”, “monitor-only” and Guest Ambassador (for creating guest Wireless Access).
- The management Wireless System must include a free Mobile App for basic management and reporting, which must run on the latest iOS and Android platforms.
- The Wireless System must provide in depth Layer 7 analytics with respect to client traffic.
- The wireless system must support a stateful application-layer firewall that can identify, classify, and prioritize applications using layer 7 intelligence. Applications must be able to be traffic shaped as well to ensure that recreational applications

(like BitTorrent, Pandora, Spotify, etc.) do not consume all of the available bandwidth.

- The wireless system must support the ability to fingerprint client device types (i.e. iPad, Android, iPhone, Windows, etc) and apply security settings to those devices, without the need for additional appliances or licenses. For example: iPads on the Student SSID may have access to only the web and are rate limited to 512 kbps, and no peer to peer traffic is allowed.
- The wireless system must support Gateway services to allow Airplay, Printing, iTunes and other Bonjour-based services to flow seamlessly across the wireless network
- The wireless access points must have a dedicated radio designed to identify interference sources on the 2.4 and 5 GHz spectrum, provide real-time spectrum analysis on those spectrums, as well as identify any interfering access points across all channels in those spectrums.
- The wireless system must support integration with Google Maps, with the ability to upload a custom floorplan and overlay it on the map.
- The wireless system must support the ability to easily replicate and clone configurations across multiple different sites using a single click. Ideally, a config could be changed once and then replicated across multiple sites.
- The wireless system must support the ability to take a packet capture directly from the management interface. This packet capture must be able to filter based on client, IP address, MAC address and other filters.
- The wireless system must support the ability to provide deep application visibility into all of the applications that are used on the wireless network, including hostname visibility to view the individual URLs of all of the applications. This information must be exportable and downloadable on a per network and per SSID basis.
- The wireless system must have the ability to identify information from probe requests of mobile devices and have a way to export the probe request information using an XML.
- The wireless system must have built in guest access and not require any additional appliances or licenses for guest users.
- The wireless system must have a way to open cases with support and monitor their status directly from the management console.
- The system must allow for packet captures to be generated via the management console for directly connected clients.
- Licensing for the Wireless System shall include next business day hardware replacement and 24x7 support.
- The wireless system must support the ability to send summary reports to certain administrators on a daily, weekly and monthly basis. These summary reports must show information like top users, top applications, bandwidth consumed per day, etc. These summary reports must be able to be sent on a per school basis, or aggregated for multiple schools using a tagging mechanism. For example, one administrator may

want to see summary report information for all high schools in aggregate every week.

- An Option for Access Points with integrated BLE (Bluetooth Low Energy) Beacons must be included in the response.
- The Wireless System must allow Access Points to be upgraded to newer hardware without the need to repurchase valid, unexpired licenses.
- All Access Points must include full time Auto RF and WIPS while simultaneously serving clients.
- Access Points must have the ability to run local layer 2, layer 3, and layer 7 firewall rules.
- Access Points must support at least 15 SSIDs simultaneously
- Access Points must have the ability to identify themselves by flashing their LED status light on command.
- Access Points must have a local landing page for client troubleshooting, which must include device information for both the AP and Client, as well as signal strength and nearby interference sources.
- Access Points must automatically transition to repeaters in the event of a loss of network connectivity.
- Access Points must include Location Analytic information to track visitor frequency, duration of stay, and number of daily visitors.
- Access Points must natively integrate with a Mobile Device Management application for automatic onboarding and provisioning.

Total Wireless Access Points and Antennas:

Part Number	Description	QTY
MR56-HW	Meraki MR56 Cloud Managed AP; or equivalent	105
MR86-HW	Meraki MR86 External Cloud Managed AP; or equivalent	24
MA-ANT-25	Meraki Dual-Band External Antenna; or equivalent	48

B. Solution B – Uninterruptible Power Supply (UPS) – Minuteman; Or Equivalent Solutions

Proposer will provide line item cost for each part number listed below. The District will consider equivalent solutions but Proposer must include side-by-side comparison table and supporting documentation specifications.

STANDARDS

This product specification will outline and define the electrical and mechanical features for True On-Line, double conversion, true sinewave, solid-state, uninterruptible power supply (UPS) systems. The UPS shall provide high-quality, regulated AC power to sensitive electronic equipment connected to the system.

The UPS shall be designed and manufactured in accordance with the applicable sections of the current revision of the following regulatory organizations codes. Where a conflict may arise between these standards made herein, the statements in this specification shall govern.

- **FCC** FCC 47 CFR Part 15 Subpart B and ANSI C63.4:2014 ISED ICES-003 Issue 6
 (Class B for 1KVA and 1.5KVA models)
 (Class A for 2KVA and 3KVA models)
- **ISO** 9001 & 14001
- **cTUVus** (Conforms to UL1778 5th Edition & CSA 22.2 no. 107.3-14 / R: 2014)
- **CE**
- **IEEE/ANSI** C62.41 Category A1, EN61000-3-2, EN61000-3-3, EN62040-2,
 IEC61000-2-2 IEC61000-4-2, IEC61000-4-3, IEC61000-4-4, IEC61000-4-5,
 IEC61000-4-6, IEC61000-4-8
- **RoHS** WEEE 2011/65/EU Directive
- **EPA** Energy Star

The UPS shall be UL listed per UL Standard 1778, and shall be cUL, and CE certified. All units should be capable of alerting, SNMP, and supporting network interface for IP communication.

All materials of the UPS shall be new, of current manufacture, high grade and free from all defects and shall not have been in prior service except as required during factory testing.

Recommended Maximum Dimensions and Reference Models:

- 1KVA models - Height: 3.5 inches (2U), Width: 13.3 inches, Depth: 19 inches.
 - Minuteman Endeavor ED1000RTXL2UNC
- 1.5/2KVA models - Height: 3.5 inches (2U), Width: 19 inches, Depth: 17 inches.
 - Minuteman Endeavor ED1500RTXL2UNC/2000RTXL2UNC

- 3KVA models - Height: 3.5 inches (2U), Width: 19 inches, Depth: 24.5 inches.
 - Minuteman Endeavor ED3000RTXL2UNC
- 6KVA models - Height: 10.5 inches (6U), Width: 17.3 inches, Depth: 26.2 inches.
 - Minuteman Endeavor ED6000RTXLNC

*****Note:** 5KVA and above must be able to fit in a 2-port and 4-post telecommunication rack.

All units must have hot-swappable battery function. When the unit is operating in the normal AC mode, the user must be able to replace the batteries without turning off the UPS.

All units must have the ability to add optional battery packs to extend runtime.

Bypass (larger KVA Units) – During bypass operation, the utility power bypasses the inverter circuitry and is passed directly through the UPS to the connected loads. During this mode of operation, the UPS will only provide power to the connected loads when nominal utility power is available.

- Automatic Bypass: Automatically activates when the UPS detects an internal hardware or battery failure or an overload.
- Manual Bypass: Engaged by authorized individuals when the UPS needs to be serviced or taken out of service for maintenance or replacement.
 - Battery Cells: Maintenance-free, sealed, non-spillable, lead acid, valve regulated (VRLA).
 - Reserve Time: 4 minutes at full load [1/1.5/2KVA], 5 minutes at full load [3KVA], with ambient temperature between 20 and 30 degrees Celsius.
 - Recharge Time: To 90% capacity within six hours after return of nominal AC power from low battery cut-off.

The UPS shall be designed to operate as a True On-Line, double conversion, extended runtime system in the following modes:

- On-Line – The critical AC load is supplied by the inverter power source. Any non-hazardous harmonics and/or anomalies are filtered through Power Factor Correction (PFC) circuitry. The internal batteries are simultaneously float-charging.
- On Battery – Upon failure or overvoltage of utility AC power, the connected AC load is supplied power by the UPS switching from the On-Line mode to the Battery mode while using the internal batteries. There shall be no interruption in power when switching from the On-Line mode to the Battery mode. When utility AC power returns, the UPS will return to On-Line mode with no interruption of power.

- Recharge – Upon restoration of AC utility power, after a utility AC power outage, the internal charger shall automatically start recharging the internal batteries.
- DC cold start – The UPS shall start and operate without AC utility power applied.

The UPS shall be able to withstand the following environmental conditions without damage or degradation of operating characteristics:

- Operating Ambient Temperature: UPS Module: 32°F to 104°F (0°C to 40°C). Battery Module: 32°F to 104°F (0°C to 40°C).
- Storage/Transport Ambient Temperatures: 5°F to 113°F (-15°C to +45°C).
- Relative Humidity: 0 to 95% non-condensing.
- Altitude: Operating: 0 to 3,000 meters (0 to 10,000 feet).
- Storage/Transport: 0 to 15,000 meters (0 to 50,000 feet).
- Audible Noise: Noise generated by the UPS under any condition of normal operation shall not exceed 45dBA [1/1.5KVA], 60dBA [2/3KVA], measured at 1 meter from the surface of the UPS.

Warranty:

- For 1 – 3 KVA Models - The UPS manufacturer shall warrant the UPS battery system and module(s) against defects in materials, malfunctions, and workmanship for 60 months from purchase date.
- For 5 – 10 KVA Models – The UPS manufacturer shall offer, and the chosen installer shall provide, a 60 month from purchase date.
- Platinum Warranty – Insures properly connected equipment up to \$200,000

UPS Heat Dissipation:

AC Mode:

1KVA models: 341 BTUs
 1.5KVA models: 512 BTUs
 2KVA models: 546 BTUs

Inverter Mode:

1KVA models: 553 BTUs
 1.5KVA models: 461 BTUs
 2KVA models: 614 BTUs

1.2.1 Input Power Plug/Connector Options

1KVA models: NEMA 5-15P straight blade plug
 1.5KVA models: NEMA 5-15P straight blade plug

2KVA models: NEMA 5-20P straight blade plug
6KVA models: NEMA L6-30P locking plug

1.2.2 Output Power Receptacles Options

1KVA models: 8-Battery Backup/Surge (All NEMA 5-15R)
1.5KVA models: 8-Battery Backup/Surge (All NEMA 5-15R)
2KVA models: 9-Battery Backup/Surge (8-NEMA 5-15/20R / 1-NEMA L5-20R)
3KVA models: 8-Battery Backup/Surge (7-NEMA 5-15/20R / 1-NEMA L5-30R)
Larger 5KVA and Above: (6) NEMA 5-15/20R / (1) NEMA L6-20R / (1) NEMA L6-30R

*****NOTE:** Larger 5KVA and above units will have the ability to handle a maintenance bypass to perform maintenance on transformer, inverter module, and battery modules.

Remote Emergency Power Off (REPO) Port – The UPS shall have a RJ11 connector on the rear panel of the UPS for the exclusive purpose of providing a REPO communication port. The REPO port connects the UPS to a user-installed REPO switch. In the Normal, Economy or On Battery mode, short pin4 to pin5 for approximately 0.5 seconds in order to shut down the UPS. The UPS must be powered off and then back on via the ON/OFF/TEST switch located on the front panel to restart the UPS.

SNMP Network Card – The UPS shall come equipped with an internal SNMP adapter card slot located on the backplane of the unit, which will connect the UPS directly to any IP-based network using Ethernet communications. The UPS will become a managed device on the network. From a network management station, the system administrator shall be capable of monitoring important system measurements, alarm status, and alarm history data. The network administrator shall also be capable of executing battery tests, observing the results of such tests, and turning the UPS on and off via his SNMP communication network. In the event of a utility failure, the SNMP shall continue with live communication without the requirement of additional or separate UPS equipment until such time as the UPS shuts down for Low Battery. On resumption of utility power, the SNMP card shall resume full SNMP communication automatically. The optional SNMP card shall also be capable of HTTP communications when SNMP management is not available or practical. Using most industry standard web browsers as an interface, the system administrator shall have access to all information available through the web interface. Included with the optional SNMP Card will be SNMP Manager Software. The software will be able to monitor and control 50-100 UPS, using installed SNMP cards, through a single management window on a networked computer platform.

Quantities needed:

- 6 - 6KVA Rack mount (RM) UPS with L6-30R with power module and controller
 - 3 Battery packs for each KVA Unit to achieve 6KVA and runtime

- Each 6KVA unit will need 208 PDU and 110 PDU for various devices power
- 9 – 3KVA RM2U with L5-30R (this unit will be in Hubbell Rebox style IDF Cabinet)
- 11 – 2KVA RM2U with 5-20R (this unit requires narrow depth for 2x2x2 IDF Cabinet)
 - 2 – External Rackmount Battery Packs for two 2KVA UPS (unit will extend the battery runtime)

Part Number	Description	QTY
ED6000RTXL-NC	6KVA 208/120V ONLINE UPS with SNMP NIC; or equivalent	6
ED3000RTXL2U-NC	3KVA 120V ONLINE UPS with SNMP NIC; or equivalent	9
ED2000RTXL2U-NC	2KVA 120V ONLINE UPS with SNMP NIC; or equivalent	11
BP192RTXL	ENDEAVOR 6KVA SERIES BATT PACK; or equivalent	18
BP48RTXL	ENDEAVOR 2KVA SERIES BATT PACK; or equivalent	2
OEPD1020HV	PDU 10-OUTLET 20A HORIZ/VERT NEMA 5-20P; or equivalent	6
OEPD1220C13HVLT	PDU 12-OUTLET 20A HORIZ/VERT 208V IEC; or equivalent	6

IV. RESERVATION OF RIGHTS

The District reserves the right to expand or reduce the quantities of locations without penalty or additional cost or charge as may be required at the District’s sole discretion. Thus, by submitting a proposal, all Proposers commit to following the District’s directives with respect to any change in quantities as set forth herein. The District reserves the right to procure any item or services by other means to meet time-sensitive requirements of the Project. Proposer agrees that time is of the essence and agrees to meet all timelines as set out in this agreement or addendum(s) to this agreement. The District’s Contract shall establish the delivery deadlines for all equipment provided pursuant to the Contract, which shall be based on the date of the District’s Notice to Proceed. Proposer agrees that harm caused to the District by its failure to meet agreed timelines is significant and may be held in breach of its contract with the District. In the event the Proposer fails to meet delivery timelines, the District may declare the Proposer in breach of the entire agreement and seek whatever legal remedies may be appropriate.

Non-appropriation of Funds - Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of California. If federal or state law prohibits the District

from executing any Agreement that crosses its fiscal year, then the term of this Agreement or any Addendum shall be deemed to be through its fiscal year. The District retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of the District. The District will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that the District does not appropriate funding for the next fiscal year for the solutions specified in the RFP and/or Addendum (if issued), then the affected RFP shall terminate at the end of the last fiscal year for which funding is appropriated. The rates, charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of California.

V. DELIVERY

Proposer shall pay all shipping costs, and title to merchandise and vested interest shall transfer to the District only when received and accepted by the District's representative. Ownership and vested interest in the merchandise shall remain with the Proposer while in transit, and title shall transfer to the District only at such times as merchandise is received and accepted by the District. It shall be the responsibility of the Proposer to trace any merchandise lost in transit, and to seek damages from shipper for any merchandise damaged in transit it deems is in its best interest to do so. As set forth herein, the District will be deemed to accept any Solution required herein only when the District's authorized representative confirms in writing that such Solution was received, installed, and performs as required by the Contract Documents.

VI. GENERAL REQUIREMENTS

Proposer shall comply in every way with the requirements of local laws and ordinances, the laws of the State of California, and all Federal laws and OSHA regulations.

Proposer shall coordinate with the District or its designated assignee on the proposed placement of its equipment at each site's main equipment room. Proposal shall obtain written approval from District IT Director prior to beginning installation work in all District facilities which shall include the specific time, location, and work to be completed. Proposer shall obtain the District's prior written permission before proceeding with any work necessitating cutting into or through any part of building structures such as walls, beams, floors, or ceilings. Proposer shall be responsible for and repair all damage to District property arising from any work or activity conducted by any worker performing any activity at the permission or instruction of Proposer at Proposer's sole cost. Proposer shall replace and/or repair any damage, at the Proposer's expense, that may occur to underground facilities such as sprinkler systems, gas and water lines due to trenching. Proposer shall be responsible for inspecting its work to determine if any damage or repair is necessary and notify the District in writing immediately upon discovery of any damage and/or the need for any repair work. District may also inspect and require Proposer to provide repair work. However, the ultimate responsibility for such inspection and repair is assigned to the Proposer. All inspection and

repair work required to be provided by the Proposer shall be provided at no additional cost to the District.

Proposer shall install its equipment in accordance with manufacturer's specifications for the systems. Proposer shall provide all screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc., necessary to facilitate the proper installation and support of its fiber-optic distribution system and equipment on District property. Proposer shall be responsible for installation of proper grounding required by its systems. Proposer must provide as-built drawings in both paper (30" x 42" or sized per District approval) and digital media format (Visio format) per District approval). The drawings should show exact routes and locations of all cabling and equipment. Proposer shall remove all excess material and debris and return to the District site to its original state of cleanliness. The Proposer shall maintain a work area free of debris and dispose of trash on a daily basis. Proposer will ensure that all doors on District property are locked upon exit after normal business hours. Doors shall not be propped open at any time. The District requires proper PPE to be worn and social distancing to be followed while on site during the COVID-19 Pandemic. The District may require Proposer personnel to wear distinctive uniforms and/or identification cards while on District property. Proposer shall conduct and report results of background checks on all Proposer personnel working on District property pursuant to Education Code section 45125.1. The Proposer agrees to comply with all provisions of Education Code Section 45125.1. Specifically, the Proposer will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have access to District property.

Proposer shall be solely responsible for ensuring compliance with all requirements and obligations set forth herein. The District may inspect the Proposer's work on the Project and issue written demands requiring Proposer to take actions to address any perceived failure to meet the requirements of this RFP. However, nothing stated herein shall be construed as making the District responsible for inspecting, monitoring, or overseeing Proposer's work or conduct to ensure compliance. Proposer shall indemnify, defend, and hold harmless the District from any damage, harm, or cost arising from Proposer's actions related to this RFP including, but not limited to, any of the repair work required herein.

RFP FORM A

This form is required to be submitted with your Proposal.

TO: **LOS ALAMITOS UNIFIED SCHOOL DISTRICT**, a California Unified School District, acting by and through its Board of Education ("District"), 10293 Bloomfield St., Los Alamitos, CA 90720

FROM: _____
(Name of Company) (**SPIN NUMBER**)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Proposer's Authorized Representative(s) & Title)

(Date)

RFP Proposal Amount per Solution:

The proposal amounts must be in ink or typewritten. Write out the total amount of your proposal for each Solution you are submitting proposals:

Solution A (Combined total):

Written: _____

Numeric Proposal Amount: \$ _____

Solution B (Combined total):

Written: _____

Numeric Proposal Amount: \$ _____

In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

As established in the RFP, the District, at its sole discretion, may award multiple contracts to Proposers for the different Solutions based on the individual prices provided in Proposal Form G. The Total Proposal Amount, as set forth in this Form A, shall constitute the total price proposal for all Solutions. However, by submitting a proposal, the Proposer agrees to enter into separate contracts for individual Solutions, at the District's sole discretion.

**RFP FORM B
CERTIFICATION**

This form is required to be submitted with your Proposal.

I certify that I have read **Request for Proposals #2122-02** and the instructions for submitting an RFP. I further certify that I must submit **one (1) original clearly marked “Original”, one (1) hard copy clearly marked “Copy” and one (1) electronic copy** of the firm’s proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this response to Request for Proposals, the undersigned acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposals incorporates and is inclusive of, all items or other matters contained in Addenda (if any) issued. The **Addendum Nos. _____ received, acknowledged and incorporated into this Request for Proposals are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

PROPOSAL FORM C This form is required to be submitted with your Proposals.
NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF _____

I, _____ being first duly sworn, deposes and
(Typed or Printed Name)
I am the _____ of _____, the party
(Title) (Proposer Name)

submitting the foregoing Request for Proposals (the "Proposer"). In connection with the foregoing Request for Proposal, the undersigned declares, states and certifies that:

- 1.01 The Request for Proposals is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Request for Proposals is genuine and not collusive or sham.
- 1.03 The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or to refrain from bidding.
- 1.04 The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposals price, or that of any other Proposer, or to fix any overhead, profit or cost element of the proposals price or that of any other Proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the RFP and related documents are true.
- 1.06 The Proposer has not, directly or indirectly, submitted the proposals 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 person, corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this ____ day of _____, 20____ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION

I _____, the _____ of
(Individual Name) (Title)

(Proposer's Company Name)

declare, state and certify:

1. I am aware that California Labor Code #3700 (a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code #3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Contract. (In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

(Proposer's Company Name)

(Typed or Printed Name)

By: _____
(Authorized Signature)

PROPOSAL FORM E **This form is required to be submitted with your proposal, if applicable.**

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Los Alamitos Unified School District. Additional numbered pages outlining this portion of the proposal may be attached to this page. NOTE; Subcontractor’s address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty-four (24) hours; one (1) working day, following the opening of proposals. Subcontractor’s name, city of location, and scope of work must be stated on the proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST

All subcontractors in excess of ½ of 1% of total Proposal must be listed.

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date: / /	

Add additional pages as necessary.

RFP BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Los Alamitos Unified School District (hereafter called "Owner") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for proposals, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for proposals, or the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

The Principle and the Surety understand and acknowledge that this Bid Bond is issued for the project known as the Telecommunication Internal Connections ("Project") for Technology Equipment. The Project may be funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF). Therefore, the Project may not begin before July 1, 2022 of the current E-Rate Funding

Year. Thus, the Bid Bond must remain in full force and effect regardless of the timeframe between submission of the bid and the District's issuance of a Notice of Proceed for the Project.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____
Title: _____ Title: _____

ATTEST: (if corporation)

By: _____
Title: _____
(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____
Title: _____ Title: _____

ATTEST: (if corporation)

By: _____
Title: _____
(Corporate Seal)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

PROPOSAL FORM G This form is required to be submitted with your Proposals.

PRICE SPREADSHEET

Please download the Excel file “Form G Price Spreadsheet” located at <http://www.losal.org/rfp>.

Please fill out the downloaded Price Spreadsheet. You may add line items as needed. Please expand and use the columns for Equivalent Part Number and Equivalent Description if you are proposing an equivalent solution. Arrange line items so that a side by side comparison with listed items is obvious.

Include hard copy printouts with your proposals. In addition, please include a Read-Only copy of the spreadsheet file with the electronic copy of the submission.

The Price Spreadsheets are included on the next two forms for reference purposes only. Do not fill out these pages as part of your proposals. Use the Excel spreadsheet file.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT, RFP #2122-02						
PROPOSAL FORM G: PRICE SPREADSHEET						
VENDOR NAME:						
SOLUTION A: WIRELESS ACCESS POINTS						
Part Number	Description	Equiv. part #	Equiv. description	Unit price	QTY	Total price
MR56-HW	Meraki MR56 Cloud Managed AP; or equivalent				105	\$ -
MR86-HW	Meraki MR86 Cloud Managed AP; or equivalent				24	\$ -
MA-ANT-25	Meraki Dual-Band External Antenna; or equivalent				48	\$ -
					Subtotal	\$0.00
					Hardware/Software Tax (9.25%)	
					Shipping	\$0.00
					TOTAL	\$0.00

NOTE: Proposer must verify all part numbers shown above. To submit an equivalent solution for the District’s consideration, Proposers must provide detailed specs, a comparison of the proposed equivalent solution with the solution set forth above, a summary of available web management and support for the equivalent solution, and any other supporting documents necessary to assist the District in determining the sufficiency of the equivalent solution. As noted in the RFP, the District shall determine if the equivalent solution meets the needs and requirements of the District as set forth in this RFP at the District’s sole and absolute discretion.

**LOS ALAMITOS UNIFIED SCHOOL DISTRICT, RFP #2122-02
PROPOSAL FORM G: PRICE SPREADSHEET**

VENDOR NAME:

SOLUTION B: UPS BATTERY BACKUP

Part Number	Description	Equiv. part #	Equiv. description	Unit price	QTY	Total price
ED6000RTXL-NC	6KVA 208/120V ONLINE UPS with SNMP NIC; or equivalent				6	\$0.00
ED3000RTXL2U-NC	3KVA 120V ONLINE UPS with SNMP NIC; or equivalent				9	\$0.00
ED2000RTXL2U-NC	2KVA 120V ONLINE UPS with SNMP NIC; or equivalent				11	\$0.00
BP192RTXL	ENDEAVOR 6KVA SERIES BATT PACK; or equivalent				18	\$0.00
BP48RTXL	ENDEAVOR 2KVA SERIES BATT PACK; or equivalent				2	\$0.00
OEPD1020HV	PDU 10-OUTLET 20A HORIZ/VERT NEMA 5-20P; or equivalent				6	\$0.00
OEPD1220C13HVLT	PDU 12-OUTLET 20A HORIZ/VERT 208V IEC; or equivalent				6	\$0.00
Subtotal						\$0.00
Tax (9.25%)						
Shipping						\$0.00
TOTAL						\$0.00

NOTE: Proposer must verify all part numbers shown above. To submit an equivalent solution for the District's consideration, Proposers must provide detailed specs, a comparison of the proposed equivalent solution with the solution set forth above, a summary of available web management and support for the equivalent solution, and any other supporting documents necessary to assist the District in determining the sufficiency of the equivalent solution. As noted in the RFP, the District shall determine if the equivalent solution meets the needs and requirements of the District as set forth in this RFP at the District's sole and absolute discretion.

**Request for Proposal Number RFP #2122-02
INTERNAL CONNECTIONS**

TENTATIVE SCHEDULE OF EVENTS

(All dates are subject to change at the District's sole discretion)

Release FCC Form 470 and Issue Request for Proposals	January 19, 2022
Deadline for written questions regarding RFP	February 2, 2022
Request for Proposals Response Due Date	February 17, 2022
Notification of Award/Deny Letters	February 22, 2022
Notification and Recommendation to Board of Education	March 8, 2022
Award of Contract	March 10, 2022
Service Period	July 1, 2022 – Sept. 30, 2022

***Note:** dates are approximate, and may be subject to change due to delays or other unforeseen circumstances. The District will make every effort to maintain the above schedule to the best of its ability.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

A signed copy of these supplemental terms and conditions must be returned with proposal response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country can 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 may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of 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) PROPOSER REQUIREMENTS

Proposers must make themselves thoroughly familiar with the rules or regulations regarding the E-rate program.

- a. Proposers 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. Proposers are responsible for providing a valid SPIN (Proposer 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. Proposers 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. Proposers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential proposer 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 Proposer's sustained

Red Light Status may be grounds for contract termination as it could prohibit the Proposer from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html

- e. 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).
- f. 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.
- g. Within one (1) week of award, the awarded Proposer 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.**
- h. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Proposer is expected to reply within 3 days to questions associated with its proposal.
- i. The awarded Proposer 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/>
- j. 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) PROPOSER ACKNOWLEDGEMENTS

- a. The Proposer 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.

- b. The Proposer acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Proposer 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 Proposer must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. Proposers are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. Proposer acknowledges that Proposer is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, Proposer 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 Proposer 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 Proposer 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 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the Proposer, 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 Proposer 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 Proposer 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 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](#) 📄)

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

5) INVOICING

- a. Unless the District instructs otherwise, as set forth in Section I(D) of the RFP, the Proposer 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 Proposer 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) unless the District provides written notice to the selected Proposer stating otherwise. 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 Proposer of its intent.
- b. All Proposer invoicing to USAC must be completed within 120 days from the last day of service. Should the Proposer 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 _____ (Proposer 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:** _____

Proposer Name: _____