

**E-RATE Funding Year (2024-2025)  
REQUEST FOR PROPOSAL**

**RFP #2024-01  
470 # 240019971**

**Chualar Union School District  
24285 Lincoln Street  
Marina, CA 93925**

**CAT 2 – Internal Connections  
Network Equipment including Installation**

<b>PROCUREMENT TIMELINE</b>	
<b>RFP ISSUED:</b>	<b>FEBRUARY 13, 2024</b>
<b>REQUESTS FOR INFORMATION DEADLINE</b>	<b>MARCH 4, 2024, BY 2PM PST</b>
<b>PROPOSALS DEADLINE:</b>	<b>MARCH 12, 2024 BY 2PM PST</b>
<b>PROJECT START DATE:</b>	<b>PENDING FUNDING APPROVAL</b>
<b>PROJECT END DATE:</b>	<b>9-30-25 +USAC APPROVED EXTENSIONS</b>

## LEGAL NOTICE

### NOTICE TO VENDOR'S – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **Chualar Union School District** (herein after referred to as the “District”) of Monterey County, California, will receive proposals for:

#### **E-RATE FUNDING YEAR 2024-2025**

#### **Chualar Union School District NETWORK EQUIPMENT INCLUDING INSTALLATION INTERNAL CONNECTIONS, RFP NO. 2024-25**

Each proposal is to be in accordance with the format specified by the Business Office, copies of which may be examined and obtained, by written request, to the District Business Office, Chualar Union School District, 24285 Lincoln Street, Chualar, CA 93925.

Each proposal must be filed with the Chualar Union School District - Business Office on or before **2:00 p.m., on the 12th of March, 2024**. The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of Ninety (**90**) calendar days after the date set for the receipt of proposals.

**Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.**

**Date: 2/13/2024**

Monterey County, California

## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with proposal and/or bid response (“Proposal”) in response to this Solicitation (“RFP/RFB/RFQ”).

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (“FCC”). Funding is made available upon application approval by the Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive 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 Agreement(s) and/or E-rate funding approval is approved, the Applicant 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 Applicant .

### **2) SERVICE PROVIDER REQUIREMENTS**

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the Proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is

undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as “E-rate Eligible.” Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per USAC guidelines.

**h. For Category 2 services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs “Bulk Upload Template” (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider’s proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an “Invoice Check” with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

k. Service 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/>.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider 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 Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain

requirements and certifications can be viewed at USAC's Website:  
<https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) **STARTING SERVICES/ADVANCE INSTALLATION**

##### **Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

##### **Early Funding Conditions**

###### **Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

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

## **Category 2**

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 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.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

## **5) INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

**6) FCC/USAC AUDITS**

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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider 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 AND AGREEMENT TERM**

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider t. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant'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 Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_



**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

**Service Provider FCC Registration Number:** \_\_\_\_\_

**Service Provider Identification Number:** \_\_\_\_\_

## **TRADE NAMES AND ALTERNATIVES –**

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

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

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

### **Award of Contract**

The District does not guarantee an award of a contract(s) and it reserves the right to select the firm(s) that it considers to be in the best interest of the District. Award of contract may be contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company ("USAC").

The District reserves the right to award none, some, or all of the proposal. For instance, if a response exceeds the E-rate funding limits set by USAC, the district may choose to only award up to the E-rate funding limit, less or more.

The District reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible submitters, and to waive any informality in the Proposal. Firms submitting proposals shall be responsible for any and all expenses that they may incur in preparing proposals.

### **Request for Proposal Preparation Cost**

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the Chualar Union School District. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

## **Order Term**

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2024 through September 30, 2025. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2026

## **Right to Reject Any and All Quotes**

The District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

The District reserves the right to award for some, all, or none of the products and services sought herein.

## **EVALUATION AND SELECTION CRITERIA**

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

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

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

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

**SELECTION CRITERIA:**

No.	Factor	Total Points Available
1	Cost of eligible goods and services	20
2	Cost of ineligible goods and services	15
3	Vendor quote meets district's minimum specifications	15
4	Experience with district	15
5	Ability to deliver service at start of funding year	10
6	Ability to deliver service throughout district geographic region	15
7	Financial stability	10
	<b>Total Points</b>	100

**REQUESTS FOR INFORMATION**

All inquiries must be submitted via e-mail to Yen Le at [yle@chualarusd.org](mailto:yle@chualarusd.org) by the deadline on Page 1. Please reference 470# 240019971 in the subject line

All addendum(s), questions and answers will be posted to the district’s website at [www.chualarusd.com](http://www.chualarusd.com) In addition to the E-rate EPC website at <https://portal.usac.org/suite/>

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

**SUBMISSION INSTRUCTIONS**

All offers **must** be submitted to the contact information below by the deadline indicated on Page 1.

**Submission via E-mail**

All offers may be submitted to the contact information below by the deadline indicated on Page 1.

**Contact Information:**

Yen Le  
Business Manager  
[yle@chualarusd.org](mailto:yle@chualarusd.org)

Offers must be received no later than the deadline noted above and **clearly labeled in the subject line “District Internal Connections Proposal.”**

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures.

Verification of receipt can be made by contacting Yen Le at email [yle@chualarusd.org](mailto:yle@chualarusd.org)

## SCOPE OF WORK

The purpose of the RFP is to solicit from qualified service providers for the replacement and addition of network equipment for Chualar Union School District. The scope of the project will be as follows:

- To replace, install and configure network switches and wireless access points.
- All equipment and material should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
- To ensure interoperability with the existing network infrastructure.
- To provide list of options for the removal and/or disposal of displaced the current equipment.
- Provide multiyear of maintenance for the following parts: MS225-48FP-HW, MA-SFP-10GB\_SR, and MR44-HW (see page 14); and support with these minimum requirements:
  - 1) Keep newly installed equipment in good and operating condition during normal business office hours from 8:00 AM to 5:00 PM.
  - 2) Major interruptions of services or emergencies (defined as an unusable network by more than 40% of the users) are to be responded on-site within a four hour window. All other services interruptions are to be responded within the next business day.

Service Provider must meet the following qualifications to be considered for award. Documentation regarding the following qualifications **MUST** be included in the Service Provider's proposal. Non-inclusion of applicable documents is basis for disqualification.

1. When providing electronic equipment quotes for switches/hubs/routers, Service Provider must have at least 1 Certified Engineer or equivalent on staff.
2. If requested by the Applicant, Service Provider must be willing to have employees fingerprinted.
3. Service Provider shall provide references for staff to be associated with project work and implementation.
4. Provide yearly maintenance.
5. All proposals need to include tax and shipping as separate items in the response.

### **Prospective Service Providers are required to submit the following:**

1. Three (3) references describing Service Provider's portfolio experience with comparable projects within a K-12 customer market
2. Service Provider's SPIN number
3. Service Provider's FCC Registration Number (FRN).
4. "Equipment list" completely filled in

**Failure by Service Provider to supply these documents shall be considered grounds for disqualification.**

**PRICING SUBMISSION INSTRUCTIONS**

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

**Chualar Union School District**  
**24285 Lincoln Street, Chualar, CA 93925**

Chualar Union School District will consider all bids for the replacement of the following Cisco equipment:

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Meraki 48 Port Switch including 5-year maintenance and support (or equivalent)	<b>MS225-48FP-HW</b>	<b>7</b>				
Meraki Switch Licensing (or equivalent)	<b>LIC-MS225-48FP-5YR</b>	<b>7</b>				
Meraki SFP+Switch Transceiver, including 5-year maintenance and support (or equivalent)	<b>MA-SFP-10GB_SR</b>	<b>15</b>				
Meraki Wireless Access Points including 5-year maintenance and support (or equivalent)	<b>MR44-HW</b>	<b>30</b>				
Meraki Access Point Licensing (or equivalent)	<b>LIC-ENT_5YR</b>	<b>30</b>				
<b>Tax</b>						
<b>Freight/Shipping</b>						
<b>Installation/Configuration</b>						
<b>Grand Total</b>						