MENLO PARK CITY SCHOOL DISTRICT
TECHNOLOGY SERVICES DEPARTMENT
181 Encinal Ave.
Atherton, CA. 94027
PHONE: (650) 321-7140

E-rate Funding Year 2025 (2025-2026)
470# 250020134

REQUEST FOR QUOTE (RFQ):	**E-rate Wi-Fi Hotspots**
RFQ NO:	**01 (2025/2026)**
POSTING DATE:	**February 10, 2024**

PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. WHERE APPLICABLE, INDICATE ALTERNATE BRAND, MODEL, ETC. DISTRICT RESERVES THE RIGHT TO AWARD BY LOT OR ITEM. PLEASE DIRECT QUESTIONS TO THE DISTRICT REPRESENTATIVE CONTACT LISTED BELOW. DELIVERY IS MENLO PARK CITY SCHOOL DISTRICT, 181 ENCINAL AVE, ATHERTON, CA, 94027.

RESPONSE REQUIRED BY 3:00 PM PST ON DUE DATE TO THE EMAIL ADDRESS LISTED BELOW. EMAILS MUST INCLUDE THE RFQ NUMBER IN THEIR SUBJECT LINE. SEE ADDITIONAL SUBMISSION REQUIREMENTS ON PAGE 6.

DUE DATE:	**March 10, 2025 3:00 PM PST**	**CONTACT:**	**WILLY HAUG**
RFQ NO:	**01 (2025/2026)**	**PHONE:**	**650-321-7140**
470#	**250020134**	**EMAIL:**	**whaug@mpcsd.org**

IMPORTANT NOTE: PLEASE INCLUDE SUB-TOTAL, APPLICABLE DISCOUNTS, SHIPPING & HANDLING, TAXES AND SURCHARGES, AND TOTAL COST ON YOUR QUOTATION.

QUOTATIONS MUST BE AS SPECIFIED OR EQUAL. ALL EQUIVALENT OR ALTERNATE ITEMS MUST INCLUDE SPECIFICATIONS DEMONSTRATING EQUIVALENCY. THE DISTRICT RESERVES THE RIGHT TO REQUIRE SAMPLES OR WORKING DEMO EQUIPMENT ON-SITE FOR TESTING, PRIOR TO AWARD AND FINAL SELECTION OF BRAND AND/OR MODEL, BASED ON REQUIREMENTS AND INFORMATION SUPPLIED BY VENDOR. THE DISTRICT IS UNDER NO OBLIGATION TO PROCURE ANY ITEMS OR SERVICES, OR TO PROCURE ANY ITEMS OR SERVICES FROM ANY PARTICULAR SOURCE OR UPON ANY PARTICULAR BASIS. ALL SAMPLES OR DEMO UNITS WILL BE RETURNED AFTER TESTING IS COMPLETE.

NASPO VALUEPOINT Requirements

For the purposes of this RFQ, the term “Service Provider” and “Vendor” may be used interchangeably and have the same meaning, whether stated or not.

All proposals must be submitted by NASPO VALUEPOINT Authorized Resellers that have been approved by the State Contract Administrator.

Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, etc.) that expend public funds for the acquisition of both goods and services.

The DGS-PD has elected to participate in the following multi-state cooperative agreements established by other states participating in the NASPO ValuePoint Cooperative Program and other cooperative programs as specified in the link below.

https://www.naspovaluepoint.org/participants/participant-results/?state=California

It is the responsibility for service providers to familiarize themselves with NASPO VALUEPOINT requirements.

Right to Reject Any and All Quotes

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

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. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

Evaluation Criteria

The selection process for each section will include the following evaluation and point assignment/rating criteria for vendors:

Category	**Points**
Cost of E-rate Eligible Services	50
Cost of E-rate Ineligible Services	5
Customer Service Experience with Service Provider	35
Ability to manage and track hotspots remotely	10
Total Possible Points	100

Submission Instructions

Service Provider shall provide **one (1)** original signed RFQ Responses via email and **one (1)** complete copy of their valid NASPO VALUEPOINT Contract or valid web-address to all contract pages; via email to Willy Haug at whaug@mpcsd.org by the due date and time specified on page 1.

Any questions regarding this RFQ shall be submitted in writing to the contact contained herein. Email inquiries are required. The District will not respond to phone call inquiries.

E-mail inquiries must include the RFQ number in their subject line and are to be sent by February 25, 2025 3:00PM PST to the following:

Willy Haug at whaug@mpcsd.org

Pricing Instructions

Service Providers may provide pricing for all or any individual line items outlined in the Pricing Exhibit.

Order Information

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of July 1, 2025 thru June 30, 2026. The District reserves the right to extend the intent to purchase for additional annual terms through June 30, 2028. Vendor must continue to be a NASPO VALUEPOINT approved reseller during the term of the purchase agreement.

PROJECT SPECIFICATIONS

MOBILE WIRELESS INTERNET SERVICES WITH WI-FI HOTSPOTS

MENLO PARK CITY SCHOOL DISTRICT MPCSD is seeking a single or multiple telecommunications providers for the services in this Category that will be able to meet its telecommunications needs for Wi-Fi hotspots. For the purposes of this RFQ, we would like a quantity of ten (10) devices including unlimited Wi-Fi hotspot service.

Customer Requirements

- Option for growth including, but not limited to, increases in service and/or additions of users and plans, as determined necessary by the District.
- Options for reduction/cancellation of service as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed for cancellation of service.*
- Due to the geography of the region, the District will only consider devices compatible with carrier AT&T.

Information Requested

- Proposed solution pricing
    - Please use attached PRICING EXHIBIT for submission of pricing.
- Contract term
    - Please provide pricing based upon the following terms:
        - One Year; July 1, 2025 through June 30, 2026, with options to extend up to two (2) additional years
        - Extensions shall align with available state contracts and participating agreements
- Include any one-time and recurring costs, including equipment costs, and explain any additional associated contractual obligations
- Support agreements including response times.
- Cellular coverage percentages within the District's geographic boundaries.
- Timeline or transition plan stating number of days that services will be operational from date of order.
- Requirements for device compatability or transion to new devices.

REQUESTED SERVICES AND DEVICES

The district is willing to accept bids from alternative manufacturers as long as they meet or exceed the current district standard. Please see the section "Trade Names and Alternatives" in this RFQ for further information.

SPECIFICATIONS (Total Quantity)

Existing Device, If Any	Description	Quantity
	Wi-Fi hotspot Service Unlimited	10
	Wi-Fi hotspot device	10

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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, 2025.

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 equipment or 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 2025 funding year (July 1, 2025). 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. 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.

8) WI-FI HOTSPOTS

Wi-Fi hotspots and services used off-premises, will be used primarily for educational purposes. The applicant will maintain and publicly post an acceptable use policy (AUP) that states that the off-premises

use of the Wi-Fi hotspot and/or service is primarily for educational purposes as defined in 47 CFR § 54.500 and that the Wi-Fi hotspot and/or service is for use by students, school staff members, and/or library patrons who need it.

a. **Applicants:** Will activate the Wi-Fi hotspot device, make it available for loan, and publicize the availability of the Wi-Fi hotspots and service to students, school staff, and library patrons via public notice or other means.

b. **Service Providers:** At least once every 31 days, will determine whether any E-Rate-supported lines have zero data usage in the prior 60 days and provide notice to the applicant of the particular lines within 5 business days. If there is zero data usage for 90 days, service providers must discontinue service to such lines. Service providers may not charge early termination fees for lines of service associated with Wi-Fi hotspots that are lost, broken, or unused. Service providers are also not permitted to bill applicants for unused lines of service that are discontinued. Service providers will provide reports regarding Wi-Fi hotspot data usage for off-premises use to the applicant. Service provider shall invoice the E-Rate program within the reimbursement limits set at $15/$90 pre-discount funding caps via the SPI method and invoice the difference to the applicant.

c. **Applicants and Service Providers:** Applicants are required to make these reports available to any representative (including any auditor) appointed by a state education department, the Administrator, the FCC, or any local, state, or federal agency with jurisdiction over the entity upon request. The data usage reports must be in machine-readable digital format so that information lines can be read and sorted, clearly identifying the lines that are not being used across billing periods and the lines that have been terminated pursuant to the non-usage rules. Wi-Fi hotspots will be considered obsolete after three years. All taxes and fees should be separately identified on invoices and requested on a separate funding line.

MENLO PARK CITY SCHOOL DISTRICT RFQ NO: 01 (2025/2026) PRICING EXHIBIT

Please provide pricing in the following format:

Service Description	Estimated Quantity*	# of MBs or GBs	Pooling? (Y/N)	Network Type	Monthly Recurring Cost Per Unit or One-Time Cost Per Unit (A)	Estimated Taxes and Surcharges Per Unit (B)	Extended Cost Per Unit (A+B)	E-rate Eligibility %
Wi-fi Hotspot Service *Unlimited*	**10**							
Wi-Fi Hotspot Device	**10**							
Please use additional Rows to Describe Diffierent Data Plans/Rates/Groupings/Devices								
Optional Features: *Device Management*								
Optional Features: *CIPA Filtering*								

***These are estimates only. The District may choose to increase or decrease the amount of service or number of users over the term of the contract.**

Date of Proposal	
Service Provider Name	
SPIN #	
Contact Name	
Contact phone	
Contact e-mail	