INFORMATION SHEET 1/29/2021 TRUSTEES' MEETING

ATTACHMENT: 5.2

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Category 2 E-rate RFP NO. 2020-11-02

The District is currently participating in the Federal E-rate program to received subsidized access for data connectivity under Category 1. E-rate also offers a Category 2 program where we are eligible to receive one-time funding for connectivity equipment for new school construction. This funding can offset over $200,000 of construction costs. To meet Federal deadlines, this RFP was posted to the EPC portal on Wednesday January 27, 2021 and was available for download to potential bidders. Please see attached RFP document for details. This item will return for award to a qualified service provider in March.

JEFFERSON ELEMENTARY SCHOOL DISTRICT

1219 WHISPERING WIND DRIVE
TRACY, CA 95377
BID NUMBER 2020-11-02

E-RATE 2021-2022
CATEGORY 2
Bid Documents and General Conditions
The District will receive bids at:
1219 WHISPERING WIND DRIVE
TRACY, CA 95377

Bids accepted until 2:00 P.M., local time on March 3, 2021.
Bids are late at 2:01 P.M. The District clock is the official time.
NOTE: Bids submitted to other locations are non-responsive.
The district will reject such offers.

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Jefferson Elementary School District of San Joaquin County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than 2:00 p.m. March 3, 2021 at 1219 Whispering Wind Dr, Tracy, CA 95377, sealed bids for the award of ERate contracts for the following:

1 SITE LOCATIONS
DISTRICT UNINTERRUPTIBLE POWER SUPPLY UPGRADE
RFP NO. 2020-11-02

All proposals shall be submitted separately and sealed in a package plainly marked with the appropriate title for each proposal. 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.

NO INSTALLATION REQUIRED

PROCUREMENT TIMELINE	
RFP ISSUED:	**JANUARY 27, 2021**
REQUESTS FOR INFORMATION DEADLINE	**FEBRUARY 13, 2021**
PROPOSALS DEADLINE:	**MARCH 3, 2021**
PROJECT START DATE:	**PENDING FUNDING APPROVAL**
PROJECT END DATE:	**9-30-22 +USAC APPROVED EXTENSIONS**

Network Electronics RFP #2020-11-02

For 1 New School Site

Bids Due on March 3, 2021 at 2:00 P.M.

Service Provider Criteria and Contract Requirements

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.
The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

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) **SERVICE PROVIDER REQUIREMENTS**
   The District 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 requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

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

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

   d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red

Light Status 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 contract termination 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 can commence. At no time may the Service Provider invoice before July 1, 2021.

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 contract 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 SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider 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.

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 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/

k. 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) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid 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). 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 service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER 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 Service Provider 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 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 contract "effective date", E-rate eligible goods

and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. 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 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 is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place 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 Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, 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 Service Provider of its intent.

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

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 _____ (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: _____

SUBMISSION INSTRUCTIONS

Proposals must be submitted in writing to:

Jefferson Elementary School District
Attn.: Nicholas Watson
Address: 1219 Whispering Wind Drive, Tracy, CA 95377

The Jefferson Elementary School District may choose to ask clarification questions or request additional information.

Jefferson Elementary School District reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the JEFFERSON ELEMENTARY SCHOOL DISTRICT may require. 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.

REQUESTS FOR INFORMATION

All requests for information (RFI) should be sent via e-mail to nwatson@jsdtracy.com The District will not respond to phone inquiries. All addendum(s), questions and answers will be posted 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.

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:

Eligible Price/Charges	50%
Non-eligible Price/Charges	10%
District Experience	10%
References	5%
Ability to deliver service in desired timeframe	5%
Vendor qualifications/certifications	10%
Proposal Quality	10%
Total	100%

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.

SCOPE OF WORK

The District has standardized on Ruckus Wireless products. However, an equal alternative will be acceptable. In the event that alternate materials are quoted, the quote submittal must include a side by side matrix of all relevant technical information comparatively proving that the alternate quoted is equal, or better, in all functional (compatibility, form, fit & function) requirements for each line item substituted. The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted. All "or equal" components must be supported by corresponding manufacturer warranty.

The District has standardized on Aruba/HP switching products. However, an equal alternative will be acceptable. In the event that alternate materials are quoted, the quote submittal must include a side by side matrix of all relevant technical information comparatively proving that the alternate quoted is equal, or better, in all functional

(compatibility, form, fit & function) requirements for each line item substituted. The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted. All “or equal” components must be supported by corresponding manufacturer warranty.

All quotes must be from an Aruba/HP or Ruckus partner or equivalent in the case of non-Aruba/HP/Ruckus proposals.

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

The quotes provided must include all materials, equipment and accessories required to properly install, activate, and operate the Network Switches and Wireless Access Points in the identified locations. The quote must also include individual licenses for each Wireless Access Point, as well as a maintenance agreement as required by the manufacturer.

Network Equipment Required

Quantity	**Vendor**	**Part No.**	**Description**
16	HPE/Aruba	J9150D	Aruba X132 10G SFP+ LC SR Transceiver or equivalent
7	HPE/Aruba	J9827A	Aruba 5400R zl2 Mgmt Module or equivalent
16	HPE/Aruba	J9829A	Aruba 5400R 1100W PoE+ zl2 Power Supply or equivalent
15	HPE/Aruba	J9986A	Aruba 24-port 10/100/1000BASE-T PoE+ MACsec v3 zl2 Module or equivalent
1	HPE/Aruba	J9993A	Aruba 8-port 1G/10GbE SFP+ MACsec v3 zl2 Module or equivalent
1	HPE/Aruba	JL001A	5412R 92GT PoE+ and 4-port SFP+ (No PSU) v3 zl2 Switch or equivalent
6	HPE/Aruba	JL003A	Aruba 5406R 44GT PoE+ and 4-port SFP+ (No PSU) v3 zl2 Switch or equivalent
2	HPE/Aruba	JL074A	Aruba 3810M 48G PoE+ 1-slot Switch or equivalent

2	HPE/Aruba	JL083A	Aruba 3810M 4SFP+ Module or equivalent
4	HPE/Aruba	JL086A	Aruba X372 54VDC 1050W 110-240VAC Power Supply or equivalent
16	Panduit	FZ2ERLNLNSNM002	Panduit 2M 50/125 OM4 Multi-mode LC-LC Fiber Cables – Aqua or equivalent
2	Panduit	HLS-75R6	Panduit Tak-Ty Hook & Loop Cable Ties - Continuous Roll - 75' - Blue or equivalent
1	Panduit	SE50PS-CLR0	Panduit Pan-Wrap Braided Expandable Sleeving, 0.50" diameter, black, polyethylene terephthalate, 150 ft. per reel. or equivalent
647	Panduit	UTP28SP5BU	Panduit 5 Foot Category 6, Blue, No Boot, Network Cable - 28 AWG or equivalent
151	Panduit	UTP6AX5OR	Panduit 5 Foot TX6A 10Gig UTP Category 6A, Orange, No Boot, Network Cable – 24AWG or equivalent
66	Ruckus	901-R720-US00	Ruckus ZoneFlex R720 Indoor 802.11ac Wave 2 4x4:4 Wi-Fi Access Point with Multi-gigabit Backhaul for the Densest Device Environments or equivalent
66	Ruckus	L09-0001-SG00	AP management license for SZ-100/vSZ3.X, 1 Ruckus Access Point or equivalent
66	Ruckus	S41-0001-3LSG	Premium WatchDog Support for SZ/vSZ AP Management License, 3 Year or equivalent
10	Tripp-Lite	2POSTRMKITWM	Tripp Lite 2-Post Rackmount/Wallmount Installation Kit Select UPS or equivalent
10	Tripp-Lite	PDUMH15ATNET	Tripp-Lite 1.4kW Single-Phase ATS / Switched PDU, 120V (8 5-15R), 2 5-15P, 100-127V Input, 2 12ft Cords, 1U Rack-Mount, TAA or equivalent

10	Tripp-Lite	SU2200RTXLCDN	Tripp Lite SmartOnline 120V 2.2kVA 1.8kW Double-Conversion UPS, 2U Rack/Tower, Extended Run, WEBCARDLX Network Interface or equivalent

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

No refurbished equipment is acceptable

The District is seeking to purchase uninterruptible power supply (UPS), to include equipment and design.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and optional professional services.

The scope of the project will be as follows:

- The purpose of this project is to purchase a UPS with a three year warranty at each location.
- Standard Manufacturer Warranty

REQUEST FOR SUBSTITUTION

Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (Specified Item) and will completely accomplish the purpose of the Contract Document. The Service Substitution must be accompanied by evidence as to whether the proposed substitution:

(1) Is equal in quality service ability to the Specified Item;
(2) Will entail no changes in detail, construction and scheduling of related work;
(3) Will be acceptable in consideration of the required design and artistic effect;
(4) Will provide no cost disadvantage to District;
(5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
(6) Will require no change of the construction schedule.

VENDOR PROTEST

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are compiled with:

a. The protest is in writing;

b. The protest is filed and received by the District's Supervisor of Purchasing not more than three (3) calendar days following the date of the District selection of the apparent bidder;
c. 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 matter not set forth in 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 Supervisor 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 bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder 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 bidder. 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 proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals

TAXES AND FEES

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

REFERENCES

Provide at least three (***3***) references of similar size and scope, preferably school districts, with the following information:

Name of Site, address and phone number Director of ITS Contract
Brief description of project, including cost and demonstrate how the project met or exceeded all aspects of the Scope of Work
The E-RATE SITE Billed Entity Number ("BEN") that was approved by SLD

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, 2021 thru September 30, 2021. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2022.

PRICING SUBMISSION INSTRUCTIONS

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

Project Summary

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
		XX				
		XX				
		XX				
		XX				
			Tax			
			Freight/Shipping			
			Grand Total			