

Request for Proposal #2022-1-HCSD-WAN-ISP

Multi-year Contract for E-rate Eligible Wide Area Network (WAN) and Internet Services

FCC FORM 470 # 210006141

**Hillsborough City School District
Technology Department
300 El Cerrito Ave.
Hillsborough, CA, 94010
650-548-4353**

E-rate Year 24 (2020-2021)
NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN The Hillsborough City School District (“HCSD”, “District”) wishes to receive proposals for Wide Area Network and Internet access services for E-Rate Year 24 (2021-2022). The District has three (3) school and operational facilities including the District Office that are currently connected by a fully managed private WAN connected via multi-gigabit connections provided by **COMCAST**.
2. The District wishes to receive vendor proposals covering the terms described below:
 - a. THREE years plus Two (2)- One year Optional Extensions (July 1, 2021-June 30, 2024)
3. The District will post the RFP, Prequalification documents, and Form 470 on the USAC EPC Portal site <https://portal.usac.org/suite/> and the District website: www.hcsdk8.org/ERATE.
4. Questions must be provided in writing and emailed to tdennis@hcsdk8.org. The subject line must read “BID 2022-1-HCSD-WAN-ISP”. The responses will be provided in an addendum and posted on the District’s website and on USAC’s EPC portal site.
 - a. The last day to ask questions is 3:00 PM PST on Thursday, 12/17/2020. In the event that there is a discrepancy in documentation posted in multiple locations, the controlling (master) document will always be located at the District’s website.
 - b. Answers to any questions will be posted on District website as well as USAC EPC portal on December 18, 2020.
5. Sealed proposals should be delivered to Hillsborough City School District. Proposals must be received by the Hillsborough City School District Technology Department no later than **3:01 PM PST on 1/5/2021**.

HILLSBOROUGH CITY SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
300 EL CERRITO AVE
HILLSBOROUGH, CA 94010
ATTN: TRACY DENNIS

6. An **optional** pre-bid site walk will be held via Zoom on 12/14/2020 at 10:00 AM PST hosted by the IT Manager. RSVP Pre-Bid Site Walk via email to tdennis@hcsdk8.org.
7. **If awarded the contract, the successful Bidder shall be required to furnish**
 - a. A 100% Performance Bond,
 - b. Criminal Background Investigation/Fingerprinting Certification.
8. HILLSBOROUGH CITY 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 HCSD may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Equal Opportunity Employer
HILLSBOROUGH CITY SCHOOL DISTRICT

RFP # 2022-1-HCSD-WAN-ISP

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PROJECTED CALENDAR OF EVENTS

DEADLINE

RFP Issue Date	12/1/2020
HCSD Internet Posting EPC web portal	12/1/2020
Run Date of Advertisement #1	12/5/2020
Run Date of Advertisement #2	12/12/2020
OPTIONAL Pre-Bid Site Walk via Zoom with IT Manager *RSVP Pre-Bid Site Walk with: tdennis@hcsdk8.org	12/14/2020
Questions Due Submit Questions to: tdennis@hcsdk8.org	12/17/2020 (3:00 PM PST)
Answers Posting (HCSD website & EPC web portal)	12/18/2020
RFP Due Date and Time	1/5/2021 (3:00 PM PST)
RFP Opening and Reading	1/6/2021
Intent to Award - Posting (HCSD Website)	1/8/2021
Board of Trustees Agenda Meeting Date	1/13/2021

GENERAL TERMS AND CONDITIONS

General This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bid Proposals To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Proposals Proposals will be received prior to **the RFP Due Date listed on page 4** after which time the proposals will be opened and reviewed by the evaluation committee. Envelopes containing a proposal must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of proposer, and submitted to:

**HILLSBOROUGH CITY SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
300 EL CERRITO AVE
HILLSBOROUGH, CA 94010
ATTN: TRACY DENNIS**

Proposals must be received no later than **the time and date designated on page 4**. Proposals received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the proposal will not be accepted.**

1. Questions must be sent to Hillsborough City School District and must be received **by the deadline listed on page 4**. **Questions received after that date will not be answered.** HCSD is required to post both this RFP and Form 470 on the USAC EPC Portal site: <https://portal.usac.org/suite/>. Questions and responses will be posted on the district's website and the EPC portal site **by the deadline listed on page 4**. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at www.hcsdk8.org/ERATE.
2. Proposals shall be received at the Hillsborough City School District, 300 El Cerrito Ave, Hillsborough, CA 94010, ATTN: Tracy Dennis **before the date and time listed on page 4**. Late submissions will not be accepted or considered.

THE BID – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. **Unsigned bids will not be accepted.**

FAX BIDS – Facsimile copies of bids will not be accepted for formal advertised bids.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER’S LEGAL ENTITY – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponse to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in San Mateo County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Purchasing Agent. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Purchasing Agent is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Trustees reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

DEFAULT BY SERVICE PROVIDER – The District shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions, listed herein. It is specifically provided and agreed that time shall be of the essence in

meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming HCSD as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to **Hillsborough City School District, 300 El Cerrito Ave, Hillsborough, CA 94010, ATTN: Accounts Payable**. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

- A. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.
- B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- C. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

- D. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- E. **Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless HCS D, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it’s officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder’s agents, employees or subcontractor’s performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- I. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in San Mateo COUNTY.
- J. **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

- K. **Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- L. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.
- M. **Anti-discrimination** – It is the policy of the HCSD Board of Trustees, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.
- N. **Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

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 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/>

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: _____

NONCOLLUSION DECLARATION
(TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL)

HILLSBOROUGH CITY SCHOOL DISTRICT

RFP No. 2022-1-HCSD-WAN-ISP
Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) & ISP Services

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

RFP No. 2022-1-HCSD-WAN-ISP

**Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) & ISP Services**

Proposal Submitted by:

To be signed by authorized company agent.

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number Fax Number

Title

Email Address

Federal Tax ID #

SPIN #

RFP No. 2022-1-HCSD-WAN-ISP

**Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) & ISP Services**

SERVICE PROVIDER PRIMARY CONTACT

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

**REQUEST FOR REFERENCES
TO BE EXECUTED AND SUBMITTED WITH BID**

Provide information on the three (3) E-Rate projects your company has completed in the last five years that comes closest to matching the scope of this RFP. If the Bidder has not completed an E-Rate project provide three (3) "Educational Market" projects your company has completed in the last three years. Failure to provide reference may result in your bid being determined non-responsive.

Project #1

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Project #2

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

Name: _____

Title:

Phone #:

Description of Project:

Project Start Date:

Project Completion Date:

Project #3

Project Name:

Contact Information:

Address:

Phone Number:

Contact Person:

Name:

Title:

Phone #:

Description of Project:

Project Start Date:

Project Completion Date:

REQUESTED SERVICES AND DISTRICT TOPOGRAPHY

HILLSBOROUGH CITY SCHOOL DISTRICT (“HCSD”) is soliciting proposals for private (non-shared) Wide Area Network (WAN) and Internet access services, specifically a fiber-connected metro-area layer 2 backbone network. The requested WAN services will provide multipoint-to-multipoint connectivity for specific HCSD school sites and facilities, including a hub location. A list of these sites, street addresses and required Committed Information Rates (“CIR”) appear in “**Appendix A**” of this RFP.

This project may be contingent upon approved project funding from the federal E-rate program (Schools and Libraries Division, or “SLD”). HCSD may or may not undertake this project at its sole discretion. In addition, HCSD will require that the awarded service provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

Service Providers will bid only Category 1 eligible products and services necessary to deliver the requested services.

The District may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth.

Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments and/or contracts, and/or could result in civil or criminal prosecution by law enforcement authorities.

Service Providers submitting proposals must do so in good faith of compliance with the Lowest Corresponding Price (LCP) Rule (see 47 CFR Part 54 Section 54.500(f)). Service Providers submitting proposals must be in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. Any offering of free services must be clearly identified in service providers’ bids.

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 timely, Applicant will only be responsible for paying its non-discounted share. The Service Provider acknowledges that all pricing and technology infrastructure information in its contract shall be considered as public and non-confidential pursuant to CFR Part 54 Section 504 (2)(i)(ii).

WAN REQUIREMENTS

Service must be capable of delivering a minimum (CIR) specified in “Appendix A” using Layer 2 Ethernet protocol over fiber to each site.

- a. HCSD desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor’s ability to scale the proposed solution to meet greater bandwidth demands.
- b. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each site on a full availability basis, 24/7.
- c. The service handoff at each site will be a 10GBase-SX SFP connection, delivered to each site’s Main Distribution Facility (“MDF”). The handoff must use standards-compliant single-mode fiber.
- d. The precise site location of the MPOE or DEMARC, or “handoff point” shall be determined by HCSD technical staff at the sites listed in **Appendix “A”** of this RFP.
- e. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. As part of the proposal, the vendor will make known the space requirements for installed equipment at sites and District Office. Network outage resolution should be coordinated with HCSD technical staff.
- f. The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. The vendor will provide critical alerts to HCSD Technical Contacts via email, and notification of service outages via telephone to HCSD Technical Contacts along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.
- g. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS (“Quality of Service”) tags implemented by HCSD between endpoints.
- h. All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack.
- i. Currently HCSD’s MDF’s have four-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.

- j. The network must be fully operational by **July 1, 2021** . The term “fully operational” is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.
- k. Contract must provide cancellation of services without financial penalties if a school is closed. District may cancel services to a school without penalties after a 30-day notice to vendor.
- l. Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be determined by Hillsborough City School District’s technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point

QUALIFICATIONS

All vendors submitting proposals must demonstrate the ability to participate in the E-rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to HCSD ’s satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the SAN MATEO COUNTY area for the next ten (10) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

CONTRACT TERM

HCSD will be seeking a contract length of three (3) years with the option of extending the contract with two (2) – one (1) year term contracts. Funding for this project will be Category 1 E-rate Funding at the District discount rate. Any installation costs associated with the service delivery may be amortized over initial term and is to be included within the monthly service cost.

Winning vendor(s) will NOT submit any billing or perform any work BEFORE July 1, 2021, and not without the prior written acceptance of HCSD.

TRANSITION PLAN

As the cut-over date for any new carrier is required to be on July 1, 2021, the DISTRICT requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a

timeline of actions with a completion target date for the supplier and for the DISTRICT transition team. The transition plan is to outline the expectations the supplier team would have of the DISTRICT and the information or task the DISTRICT is to provide the supplier and the date any information or task would be required.

SUBMITTAL - REQUEST FOR PROPOSAL - TECHNICAL REQUIREMENTS

SUBMITTAL INFORMATION

1. **Submittal** – Each firm submitting a proposal shall submit a signed original proposal plus **3** copies of said proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2” x 11” paper and in electronic USB format.**
2. The **“Cost Proposal”** shall be provided within the response in a separate sealed envelope with the same identifying information and wording **“Cost Proposal”** prominently displayed on the exterior. **Responses shall be on 8-1/2” x 11” paper and in electronic USB format.**
3. **Proposal Deadline** – Proposals shall be submitted to:

**HILLSBOROUGH CITY SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
300 EL CERRITO AVE
HILLSBOROUGH, CA 94010
ATTN: TRACY DENNIS**

Proposals must be received **prior to the deadline specified on page 4**. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted.

4. **Authorized Signatures** – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. Unsigned proposals will not be accepted.
5. **Withdrawal** – Responses may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.

6. **Information Request(s)** – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, District Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individual listed below. Submit all questions via email only.

Tracy L. Dennis, Information Technology Manager
tdennis@hcsdk8.org

Submit your company, contact name and email address to the person list above to be listed for any addenda's as needed.

7. **Right to Accept or Reject** – The Board of Trustees of the Hillsborough City School District reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for “E-rate ” funding, the final decision to award or reject may be linked to the approval of the “E-rate ” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.
8. **Forms of Agreement** – The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from hard and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.
9. **Availability of Funds** – The District’s obligation herein is contingent upon receipt by HCS D of the maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through the “E-rate ” Program. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.
10. **Equal Opportunity** – It is the policy of the HCS D Board of Trustees that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.

11. **Selection** – In accordance with the Public Contract Code of the State of California Section 20118.1, the governing board of any school district may contract with an acceptable party who is one of the three lowest responsible proponents for the procurement or maintenance, or both, of electrical data processing systems and supporting software in any manner the board deems appropriate. The District will determine which proposal, taken as a whole, is in the sole opinion of the District deemed to serve best the current needs and future expansion of the District's requirements. Accordingly, it shall be understood by all proponents that price is not necessarily the sole criterion to be used in the evaluation and selection process, and that if the lowest cost alternative is not of sufficient quality or if there is not sufficient assurance or evidence of sufficient quality to meet stated requirements, the District reserves the right to select another alternative of the same or a different proponents. Proponents' past performance, equipment, and ability to perform and complete the intended contract and to render the maintenance and other support services described in this RFP throughout the life of the contract will be important elements, along with the proposed cost (Submittal II), in providing the basis for evaluation and selection. In all these matters, the decision of the District regarding the final selection of the successful proponents and the proposed solution, service, equipment and in awarding of a contract shall be final.
12. **Quality of The Response** – The Quality of the response(s) submitted will be evaluated on the following:
- A. Completeness
 - B. Thoroughness
 - C. Accuracy
 - D. Compliance with Proposal Instructions
 - E. The organization and conciseness of descriptive text material
 - F. Ability to Participate in the "E-rate" program
13. **Compliance** – Responses that do not comply with instructions and forms may be eliminated from further selection.
14. **General** – Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The proposal submitted must describe a system where elements are currently available.
15. **Addenda** – In the event revisions to this document become necessary, addendum will be provided to all proponents receiving the RFP from the issuing office, following established procedures.

16. **News Release** – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Purchasing Agent.
17. **Disposition of Response** – All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.
18. The successful proponent must be able to fully participate in the E-rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-rate) for the District's E-rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). HCSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.
19. All pricing submitted shall be firm for a period of 120 calendar days from the proposal due date.

BASIS OF SELECTION

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.

The screening and selection will be performed by District Staff. All proposals submitted by firms will be reviewed. The committee will then formulate a recommendation to the Board of Trustees. The criterion to be used by the committee in the evaluation process is as follows:

No.	Factor	Total Points Available
1	40% E-Rate Eligible Price - The Vendor's cost proposal for Eligible items.	40
2	20% Not E-Rate Eligible Price - Cost of ineligible products and/or services	20
3	20% Transition Plan - The Vendor's capability to provide a high quality solution within the District's timeline as described in the technical documentation supplied by the Vendor in response to this RFP.	20
4	10% Experience and Qualifications - The Vendor's relevant experience, qualifications and success in providing network cabling and equipment services.	10
5	10% Quality of Bid Response - Proposals shall be prepared in a straightforward manner, shall describe the Vendor's offering(s) and equipment capabilities in a format that is reasonably consistent, comprehensible, and appropriate to the purpose, and address each requirement as specified in this RFP.	10
	Total Points	100

VENDOR BACKGROUND

Please respond to each of the Items listed below:

- How large is your current client base?
- Would we have an account team assigned to the District?
- Describe the members of the team and each person's responsibilities.
- How many customers does this account team handle?
- Would the account team be local?
- Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
- For routine orders and changes, whom do we contact?
- Do you have your own service staff? If so, how many local technicians do you have?
- What is the location of the service staff?
- Are the technicians subcontractors?
- What hours are the technicians available?
- Describe how the technicians can be reached.
- How many technicians do you have on call?
- Who will be responsible for coordination of the installation

APPENDIX A

Site Location and CIR

Site Name	Street Address	Required CIR	GROWTH	GROWTH
Crocker Middle School (Hub)	2600 Ralston Ave, Hillsborough, CA 94010	8 Gigabits/Second	10 Gigabits/Second	15 Gigabits/Second
District Office	300 El Cerrito Ave, Hillsborough, CA 94010	3 Gigabits/Second	5 Gigabits/Second	10 Gigabits/Second
West Elementary School	376 Barbara Way, Hillsbrough, CA 94010	4 Gigabits/Second	5 Gigabits/Second	10 Gigabits/Second
Crocker Middle School (Internet access)	2600 Ralston Ave, Hillsborough, CA 94010	5 Gigabits/Second	10 Gigabits/Second	20 Gigabits/Second