### TEACH Public Schools | BEN: 17022941

## 2020-2021 E-Rate Request for Proposals (RFP# TPS-20-Cat2) Form 470 Category 2

#### **Our Locations**

BEN	School Name	School Address
17019804	TEACH Preparatory Elementary	8505 S. Western Ave. Los Angeles, CA 90047
17022929	TEACH Academy of Technologies (Purple Campus)	10000 S. Western Ave. Los Angeles, CA 90047
16071381	TEACH Academy of Technologies (Gold Campus)	10045 S. Western Ave. Los Angeles, CA 90047
16082080	TEACH Tech Charter High School	10616 S. Western Ave. Los Angeles, CA 90047
17023162	TEACH Public Schools Central Office / TTCHS Annex	16000 S. Western Ave. Los Angeles, CA 90047

### **E-Rate Contact Information**

Mr. Enrique Robles Director of Operations, Data and Technology erate@teachps.org | 323-872-0808 ext. 7624

### **Internal Connections and Basic Maintenance**

### **Internal Connections (IC)**

TEACH Public Schools, hereafter referred to as TEACH, is looking to purchase and install new Cabling, Hardware, Networking Equipment and Licenses under Category 2 of E-Rate. Refer to the Equipment Request below for specific parts and details of this request. Advanced installation before July 1, 2020 is expected for TTCHS Annex.

### **Basic Maintenance (BMIC)**

TEACH is also requesting proposals for Basic Maintenance of Internal Connections. Pricing should be an hourly rate to cover the repair and upkeep of eligible internal connections. Eligible repair and upkeep services include hardware, wiring, and cable maintenance, along with basic technical support and configuration changes. TEACH is looking for a billed when used or equivalent contract for basic maintenance. Service to begin on July 1, 2020.

### **Instructions to Vendors General Information**

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

#### **Information Requested**

- Bid Format: Two copies of the bid in hard copy plus one copy available electronically or via Google Drive or Dropbox with all the files of the bid available electronically.
- Contract term: TEACH is seeking to receive multi-year contract options. [1, 3 or 5 year]
- Vendor Information such as no less than Company Name, Signature of Company Representative, Service Provider Identification Number (SPIN), FCC RN, Company Contact Person, Phone Number, Fax Number, Email Address, and Mailing Address.
- Provide the RFP# from the top of this RFP in your subject line and or document header(s).
- For IC, provide a price sheet for each school with such information as part, model, quantity, cost.
  - o Include separate line items for installation and taxes.
  - o Include a separate cost for E-Rate ineligible services, if any.
- For BMIC, provide a quote for the estimated total cost for the requested number of hours. School inventory and estimated number of hours are included below (see Equipment Request).
  - o Include any and all one-time and recurring costs.
  - o Include a separate cost for E-Rate ineligible services, if any.
- Support agreements including response times.
- Timeline stating number of days that services will be operational from date of order.
- Provide a minimum of three (3) K-12 public school references within California.

### **Our Timeline**

- February 24, 2020 Form 470 certified and RFP is publicly posted.
- March 6, 2020 Bidder Questions due by 9:00 am PST.
- March 13, 2020 Applicant Answers posted on USAC's EPC by 9:00 am PST.
- March 23, 2020 Bid Submittal due 9:00 am PST.

#### **Deadline for RFP Submittal**

Vendors must submit all required documents prior to the deadline (see timeline for exact dates). All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by TEACH. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

All proposals shall be firm offers subject to acceptance by TEACH and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to TEACH, except as permitted by TEACH.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Two (2) hard copies of the proposal and one (1) electronic copy are requested.

Proposals must be received by: 03/23/2020 9:00 AM local time (PST) at the following address:

TEACH Public Schools
Attn: Enrique Robles, Director of Operations, Data & Technology
1846 W. Imperial Hwy. Los Angeles, CA 90047
erate@teachps.org

Proposals received after the exact time and date noted will NOT be considered for the bid process. An electronic copy received on time by email will count as a valid submission if there is only a short delay in mail delivery of the hard copies. Documentation in all copies must be identical to one another.

TEACH shall not be responsible for, nor accept as a valid excuse for a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

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

Costs for preparing responses and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to TEACH. TEACH will not be held liable for any cost incurred by vendors in responding to the RFP.

### **Vendor Qualifications**

Vendor must be in business providing the services requested for a minimum of three (3) years and have an office within 50 miles of Los Angeles, California.

### **Service Response Time**

All Vendors for Basic Maintenance must be able to be able to respond within **4 hours** for calls related to network shutdown / breaks or interruptions in network connectivity.

### Right to Reject Any and All Bids

TEACH reserves the right to reject any or all bid submissions and to waive any informalities or regularities. The Service Provider's bid submission is recognition of this right. In addition, TEACH reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

### **TEACH Public Schools Equipment Request**

### **TEACH Preparatory Elementary**

The school is also interested in Basic Maintenance on 30 new and existing access points (Meraki or equivalent) and 4 new and existing switches (Meraki or equivalent). They are looking for a billed when used or equivalent contract for basic maintenance and they anticipate needing approximately 20+ hours of maintenance.

### TEACH Academy of Technologies – 10000 Campus

The school would also like approx. 10,000+ feet cabling, CAT6 or equivalent, to connect 32+ runs to classrooms (plus all related components [ie: patch panels or equivalent, face plates or equivalent, connectors or equivalent] and installation/configuration); approx. 650+ feet of armored fiber cable to connect new and existing switches (plus all related components [ie: patch panels or equivalent, face plates or equivalent, connectors or equivalent] and installation/configuration). Vendors can assume access to existing cable pathways through racks, drop ceiling, and conduit. The school is also interested in Basic Maintenance on 20 new and existing access points (Meraki or equivalent) and 2 new and existing switches (Meraki or equivalent). They are looking for a billed when used or equivalent contract for basic maintenance and they anticipate needing approximately 50+ hours of maintenance.

Current WAP's = 21 Replacing WAP's = 10 Adding proximately 25 Meraki or equivalent Layer 3

### TEACH Academy of Technologies - 10045 Campus

The school is also interested in Basic Maintenance on 30 new and existing access points (Meraki or equivalent) and 2 new and existing switches (Meraki or equivalent). They are looking for a billed when used or equivalent contract for basic maintenance and they anticipate needing approximately 50+ hours of maintenance.

1 Rack to be placed in the wall with case

### **TEACH Tech Charter High School (which includes TTCHS Annex)**

The school would also like approx. 20,000+ feet cabling, CAT6 or equivalent, to connect 32+ runs to classrooms (plus all related components [ie: patch panels or equivalent, face plates or equivalent, connectors or equivalent] and installation/configuration); approx. 5000+ feet of armored fiber cable to connect new and existing switches (plus all related components [ie: patch panels or equivalent, face plates or equivalent, connectors or equivalent] and installation/configuration). Vendors can assume access to existing cable pathways through racks, drop ceiling, and conduit. The school is also interested in Basic Maintenance on 30 new and existing access points (Meraki or equivalent) and 2 new and existing switches (Meraki or equivalent). They are looking for a billed when used or equivalent contract for basic maintenance and they anticipate needing approximately 75+ hours of maintenance.

Current WAP's = 30Replacing WAP's = 15Adding proximately 40 Meraki or equivalent Layer 3 2 Switch Meraki or equivalent Layer 3 1 Rack to be placed in the wall with case at Annex

	TPES	TAT - 10045	TAT - 10000	TTCHS	TTCHS - Annex	TEACH Central Office
Existing WAP's	30	30	21	30	0	0
New WAP's Requested (Layer 3 Cisco Meraki or equivalent)	0	2 Outdoor WAPs or equivalent	24	20	6	4
Rack	0	0	0	0	1*	1*
Wall Rack		1	0	0	1*	1
Switch (Layer 3 Cisco Meraki or equivalent)	0	1*	1*	1*	1	1
Uninterruptible Power Supply (UPS)/Battery Backup	0	1*	1*	1*	1	1
Cabling (Cat 6 or equivalent) and all associated supplies	0	Up to 2,000 ft	Up to 20,000 ft	Up to 15,000 ft	Up to 6000 ft	Up to 6000 ft
Licenses for WAP's and Switch (3 or 5 years) for new and current equipment	30*	32	45	50	6	4
BMIC	40 hours	50 hours	50 hours	60 hours	40 hours	16 hours

<sup>\* =</sup> Tentatively projected to add but could be removed

### **TEACH Public Schools 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 Program (SLP) 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) <u>E-RATE CONTINGENCY</u>

The project herein is 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 School (or "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 School (or "Applicant").

#### 2) SERVICE PROVIDER REQUIREMENTS

The School (or "Applicant") expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. School (or "Applicant") is required to post both this RFP and Form 470 on the USAC EPC Portal site <a href="https://portal.usac.org/suite/">https://portal.usac.org/suite/</a>.

- **a.** Service Providers are required to be in full compliance with all current requirements and future requirements issued by the USAC throughout the contractual period of any contract entered 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.** Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.
- **e.** Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- **f.** Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.
- **g.** 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.
- **h.** Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <a href="https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/">https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/</a>

### 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 School (or "Applicant") and a USAC service substitution approval with the exception of a Global Service Substitution.
- **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). 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. This offer is in full compliance with USAC's Free Services Advisory: <a href="https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/">https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/</a>. 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 2020 funding year (July 1, 2020). 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.

### 5) <u>INVOICING</u>

- 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 School (or "Applicant") 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 School (or "Applicant") 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 SLP and submission, certification and USAC approval of Form 486, the School (or "Applicant") shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the School (or "Applicant") decide that it is in the best interest of the School (or "Applicant") to file a Form 472, the School (or "Applicant") 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 School (or "Applicant") will only be responsible for paying its non-discounted share.

### 6) <u>FCC/SLP AUDITABILITY</u>

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 School (or "Applicant"), 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 School (or "Applicant") 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 School (or "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 School (or "Applicant") shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and agree with coterminous expiration conditions.

I, the undersigned, as an authorized agent of Provider Name), hereby certify that I have read the compliant and intend to cooperate with the E-rate p	E-rate Supplemental Terms and Conditions, am fully
Signature:	_Title:
Phone Number:	_Email:
Service Provider Name:	