
GRASS VALLEY SCHOOL DISTRICT

REQUEST FOR PROPOSAL #20-002

CABLING, E-Rate YR 23 (2020-2021)

RFP Release Date: **February 12, 2020**

Site Walk: **February 19, 1:30 pm**

Proposals Due: **March 13, 4:30 pm**

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NOTICE OF REQUEST FOR PROPOSALS – RFP# 20-002
Internal Connections, E-Rate Yr. 23 (2019-2020)

DATED: 2/12/2020

Grass Valley School District (GVSD) is seeking to contract with a Company (hereinafter Proposer) to assist the District in providing Internal connection to locations described in the Scope of Work, Pricing section of this RFP.

Any company submitting a proposal must be able to provide evidence that said company and its personnel has the expertise and experience in performing the responsibilities this proposal seeks.

The Request for Proposals (RFP) **must be received by 4:30 PM on Friday, March 13th, 2020**, at the GVSD district office. Attention: Andrew Langdon, Coordinator of Technology and Information Services.

Proposals must be submitted in a sealed envelope or as attachment to email and clearly marked **“GVSD Internal Connections, E-Rate YR 23 (2020).”** A digital copy (i.e. CD or Flash Drive) must be included with paper submissions. Electronic (email) proposals will be considered and held to the same timeline outlined above. Proposals received after the specified date and time will not be accepted and will be returned unopened. Proposals will not be opened publicly.

All responsive proposals will be reviewed and evaluated by the District in order to determine which proposer best meets the District’s needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the District shall evaluate proposals are set forth in the RFP.

Proposers are encouraged to attend a site walk on **Wednesday, February 19th, 2020 at 1:30 p.m.** Meeting place is at location shown below; **Andrew Langdon** will be the contact person:

Grass Valley School District
10840 Gilmore Way,
Grass Valley, CA 95945
(530) 575-5664

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible submitters, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District.

All inquiries must be submitted via e-mail to alangdon@gvsd.us by February 28th, 2020 at 4:30pm with the subject line “GVSD Internal Connections, E-Rate YR 23 (2020)”. The District will not respond to phone inquiries.

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

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

DISTRICT BACKGROUND

Grass Valley School District is located at 10840 Gilmore Way in Nevada County with an enrollment of approximately 1850 students, Grades K-8. The district consists of two elementary schools, one middle school, and a dependent, PK-8 charter. For additional information, please visit our website at <http://www.gvsd.us/>

INSTRUCTIONS TO PROPOSERS

Acceptance Period. Unless otherwise specified herein, proposals will be accepted between 02/12/2020 and 03/13/2020.

Addenda/Addendum/Amendment Acknowledgment. Each proposal shall include specific acknowledgement in the space provided in the Official Proposal Form of receipt of all addenda issued during the solicitation period. Any amendments or clarifications will be posted on the E-Rate section on District's web site (same section where this RFP is posted).

Authorized Signature. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Proposer must provide a current power of attorney certifying the agent's authority to bind the Proposer.

Award of Proposal. Award of proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company. The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD"). Grass Valley School District and successful Proposer will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. It is understood that the District is liable for any charges incurred that are not funded by E-Rate. It is also understood that the District will manage its own obligations under the E-Rate program. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

Award will be made to Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth in this section.

Cabling Work. For cabling work, Proposer must have at least 1 RCDD certified staff member. Proposer must also provide as-build diagrams in electronic and paper copy formats, and cable test results within 60 days of completion of work.

All equipment and material must be new. Used, refurbished or repurposed equipment or material shall not be acceptable.

Cancellation of Solicitation. The District may cancel this RFP at any time.

Compliance with Laws. Services must be fully compliant with all applicable requirements as specified in the RFP contract, including all District and County of Nevada policies, regulations, and permits and all State and Federal laws.

Contract Award. A contract with the selected Proposer(s) and the District will be executed by both parties once it is awarded by the Board of Trustees. If Agreement on the terms and conditions that are acceptable to the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to another Proposer and begin negotiations with that vendor.

Contract Terms and Conditions. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms, exhibits and addenda (if any). The services requested will be provided under terms and conditions set forth in the District's Standard Agreement. The "Sample Agreement" is part of the RFP. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language with a narrative explanation of each proposed change.

Although the District will consider alternate language proposed, the District will not be bound by Agreement language received as part of the response. Once the Contractor has received a notice to proceed *not earlier than July 1, 2020*, the Contractor shall complete all work for the Project by June 30, 2021 or as extended by the District (up to 1 annual extension) in writing and as authorized by SLD. District anticipates prompt installation and delivery of services. Ideal completion date is initially August 1, 2020, but the contract shall remain in place until June 30, 2021 (and through any authorized extensions) should the district require additional time to implement.

Cost of Preparing Proposal. All costs incurred in the preparation of the proposal will be the responsibility of the Proposer and will not be reimbursed by the District.

Documents to be returned with proposal. The documents that must be returned by the submittal deadline are listed below:

- a. Erate Certification
- b. References (minimum of 3)
- c. Designation of Subcontractors (*if applicable*)
- d. Official Proposal Form
- e. Scope of Work & Pricing
- f. Workers' Compensation Certification
- g. Non-collusion Declaration
- h. Criminal Record (*if required*)
- i. Erate Service Provider Information
 - i. Service Provider Identification Number
 - ii. FCC Green Light Status, FCC Registration Number (FRN)
- j. Submit proof of Technical Qualifications – Certifications
- k. Copy of required Contractor's C-7 license
- l. E-Rate Supplemental Terms and Conditions
- m. California Department of Industrial Relations (DIR) number

Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "Master" will provide the basis for resolving such discrepancies. If one document is not clearly marked "Master"; the District reserves the right to use the original as the Master. If no documents can be identified as an original document with original signatures, proposal may be rejected at the discretion of the District.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are called for.

Evaluation Factors for Award. Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost and management requirements.

Evaluations of offers will be based upon the Proposer's responsiveness to the RFP and the total price quoted for all the items covered by the RFP.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection of a Proposer:

- a. 30% - Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.
- b. 20% - Proposal preparation, thoroughness and responsiveness to this request for proposal.
- c. 15% - The extent to which the Proposer's solution fulfills Grass Valley School District's stated requirements as set out in this RFP.
- d. 15% - The ability to deliver service at start of funding year.

- e. 10% - Proposer's experience, Grass Valley School District's prior experience with Proposer (if any), overall installation and integration capabilities based upon performance record and availability of sufficient high quality personnel with the required skills and experience for the specific approach.
- f. 10% - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.

The evaluation committee may contact any Proposer to clarify any response, contact any current users of the Proposer's services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is executed, no employee, agent or representative of any Proposer shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

A notification of intent to award will be sent to the selected Proposer(s). Award is contingent upon the successful negotiations of final contract terms.

Please note that the District, at its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

Insurance Requirements. Proposer will be required to provide, prior to commencing the work, and maintain during the life of the contract, a certificate of insurance that includes standard types and minimum amounts listed below:

- a. Commercial General Liability Insurance in the amount of \$1,000,000 General Aggregate; \$1,000,000 Each Occurrence - combined single limit for bodily injury & property damage.
- b. Business Automobile Liability Insurance; \$1,000,000 each accident - combined single limit for bodily injury & property damage.
- c. Worker's Compensation Insurance; including Employers Liability limits of \$1,000,000 and other limits as required under California law.
- d. Professional Liability Insurance: \$1,000,000 per occurrence and aggregate
- e. Insurance certificate must name Grass Valley School District as a certificate holder and additionally insured.

Items & Services. The District reserves the right to purchase items and services over and above the quantities specified in this RFP. At the same time if the District does not receive funding or is awarded limited funding from the Schools and Library Division, the District at its option, may purchase part or all of the items and services agreed to as per executed contract.

Interpretation of Contract Documents. If any person is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the District a written request for an interpretation or correction thereof. The requesting party is responsible for prompt delivery of any requests. Any interpretation or correction of the documents will be made

only by addendum duly issued and a copy will be provided promptly to all parties recorded as having received contract documents.

Invoicing. The Proposer must submit detailed invoices for services rendered. All invoices will be paid in arrears within 30 days from the date of receipt.

Licensing and Certification. Proposer and its subcontractors must have and maintain in good standing the appropriate classification of California State contractor's license during the entire term of the contract. A C-7 license is required for this project.

Liquidated Damages. All work must be completed within the time limit set forth in the RFP document. It is agreed that damages for the failure to complete the Project described herein within the time limits required is three hundred dollars (\$300) for each consecutive calendar day.

Modifications or Withdrawals. Proposer's authorized representative may withdraw proposal only by written request received by the Coordinator of Technology and Information Services before the proposal submittal deadline. Proposer may not amend proposal after the closing date and time, unless as a result of negotiations commenced by the District.

Contingency Fee (if applicable)

The Contingency Price shall be a percentage of the Base Bid, not to exceed 15%. The contingency is to be used for adds, moves and changes requested by the owner during the construction process. If the owner does not request adds, moves, or changes the contingency allotment will be given back to the Erate program.

Contingency Fee as a Standard Practice – The Bidder shall complete and submit the attached (appendix H) "Contingency Fee as a Standard Practice" as a part of their proposal.

Prevailing Wage. Pursuant to Labor Code, section 1770, The successful Proposer and each of its subcontractors will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). Copies of prevailing wage rates of per diem wages are available at the Department of Industrial Relations website at (www.dir.ca.gov/dlsr/pwd).

Prevailing Wage-California Senate Bill 854. This bill was signed into law June 20, 2014, became effective immediately and made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). It established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements. The fees collected through this new program will fund compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works project will be required to register and annually renew online for the program. The cost to register is currently \$300 and is non-refundable.

Contractors and subcontractors submitting bids must be registered by March 1, 2020. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015 No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Proposal Content. Proposer must describe in detail how he or she will meet the requirements of this RFP, and may provide additional related information in his or her submittal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work & Pricing.

Proposal Copies, Quality and Submittal.

- a) **Copies:** If submitting in paper form, one original proposal and two (2) copies must be submitted on or before **March 13, 2020 by 4:30 p.m.** Proposer must submit one (1) original proposal marked “**Master**” and two (2) identical copies. Include in submittal, one PDF version digital copy of entire proposal through a CD, DVD or USB device.
- b) **Delivery:** Sealed envelopes containing the original and the copies should be marked “**GVSD Internal Connections, E-Rate YR 23 (2020)**” and mailed to Grass Valley School District, Attention: Andrew Langdon, 10840 Gilmore Way, Grass Valley, CA 95945.
- c) **Quality of Proposal:** Unnecessarily elaborate or glossy proposals are neither expected nor desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.
- d) **Signature:** Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work.
- e) Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. The proposal must be completed and delivered in sufficient time to avoid disqualification. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Proprietary Information. If a proposer does not desire certain proprietary information in their response disclosed, the Proposer is required to identify all proprietary information in the response and label part(s) “CONFIDENTIAL”. If the Proposer fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

Protests. A Proposer may protest the award of this RFP if he believes that award was inconsistent with the RFP’s specifications; requested information or was not in compliance with the law.

- a. **Filing of Protest:** A protest must be filed, in writing, with the Superintendent or designee within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer’s failure to timely file a protest shall constitute a waiver of his rights to protest the award of the contract.
- b. **Rendering a Decision:** The Superintendent or designee shall review the documents submitted with the Proposer’s claim and render a decision, in writing, within thirty (30) business days of receipt of protest. The Superintendent or designee also may convene a meeting with the Proposer in order to attempt to resolve the problem.
- c. **Appeal:** The Proposer may appeal the Superintendents or designee’s decision to the Board of Trustees. The Superintendent or designee shall provide reasonable notice to the Proposer of the time for Board’s consideration of the contract award. The Board’s decision shall be final.

Questions. Questions, explanation or interpretation of the solicitation must be submitted in writing before proposal due date with sufficient time to allow a reply to reach each prospective Proposer before the proposal submission date. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

Andrew Langdon
 Coordinator of Technology and Information Services.
 10840 Gilmore Way
 Grass Valley, CA 95945

alangdon@gvgsd.us
(530) 575-5664

Grass Valley School District is required to post both this RFP and Form 470 on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. Questions and responses will be posted on the district's website and the EPC portal site. 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.gvgsd.us

Reseller Authorization. Proposer must possess and submit certification and/or "reseller authorization" from the hardware/software manufacturer(s); for the applied section(s). (E.g. Cisco/ Panduit/ Microsoft etc.).

Equivalency Language. For convenience in designation on the plans or in the scope or work, 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 equivalent".

Schools & Libraries Division (SLD) Requirements. Prospective Proposers are 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.

Service Provider Identification No. (SPIN) & FCC Green Light Status. Proposers will be required to provide a valid SPIN No. For more information on obtaining a SPIN No., refer to website below:

<http://www.usac.org/sl/providers/step01/>

Proposers are also responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Proposer found to be in Red Light Status will be disqualified from participation in the RFP process and will be considered non-responsive. More information about FCC Red and Green Light Status is found at this website:

http://www.fcc.gov/debt_collection/welcome.html

Taxes. Current sales tax for Nevada County is 7.5%. Taxes must be included in the proposal prices.

Timeline Schedule. For your information, the following is the District's timeline:

Date	
02/12/20	RFP Released
02/19/20	Site Walk
02/28/20	Requests for Information Deadline
03/13/20	Due Date
03/24/20	Board of Trustees awards/Rejects
*TBD	Notice of Award (*to be determined)

TERMS AND CONDITIONS

Attorney Fees. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Authority of the District. Subject to the power and authority of the District as provided by law in this contract, the DISTRICT will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

Cancellation of Contract. *Without cause*, the District may cancel this contract at any time with fifteen (15) calendar day written notice. *With cause*, the District may cancel this contract at any time with fourteen (14) days written notice to the awarded Proposer. Cancellation for cause will be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

Contract Incorporation. The contract embodies the entire contract between the District and the awarded Proposer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless made in writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittals, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

Drug-Free Workplace Act. The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

Equal Opportunity Employment. Proposer represents that it is an equal opportunity employer and it shall not discriminate against subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Proposer shall also comply with all relevant provisions of the Minority Business Enterprise Program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Proposer; the awarded Proposer must notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of funds for each fiscal year of services listed herein. The district fully reserves the right to cancel Agreement due to non-availability or non-appropriation of sufficient funds. The District shall notify the awarded Proposer of its intention to terminate by forwarding a written notice of termination. The District shall take all reasonable actions and make all reasonable efforts to obtain appropriation of funds.

Non-Collusion Form. Proposers are required to submit a Non-Collusion Form with their proposals.

Proposal Fee. The District at any time may require the Proposer to further itemize and detail components of any or all proposal fees. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the District and the Proposer.

Severability. If any provision (or portion of any provision) of this contract is held invalid, illegal or unenforceable, it shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Sell or Assign. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

Subcontractors Information. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

Terms of the Offer. The District reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposal, and the awarded proposal itself. Specific exceptions to this general rule may be noted in the final executed contract.

Workers Compensation Insurance. Successful Proposer represents that it has secured the payment of Workers' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide said insurance.

OFFICIAL PROPOSAL FORM

GVSD Internal Connections, E-Rate YR23 (2020)

To: Grass Valley School District

From: _____
Name of Proposer

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he or she has carefully studied the proposed scope of work and he or she proposes and agrees if this Proposal is accepted that he or she will supply and service Grass Valley School District with said project in the manner therein prescribed in the RFP document.

Proposer acknowledges receipt of Addenda Number(s) _____, _____, _____, and _____.

It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period of ninety (90) days.

The undersigned declares that the RFP Documents, without limitation, have been read and agrees to furnish and deliver service, at the total price stated in accordance with specifications of the Contract Documents. Any price increases are dependent upon prior approval by the District.

RFP for **GVSD Internal Connections, E-Rate YR 23 (2020)** in its entirety, all Addenda, and the documents submitted as per list on page 6 of the RFP are hereby made a part of the contract.

Pricing detail by section should be presented and attached to the Scope of Work & Pricing hereto attached. DISTRICT is not responsible for Proposer’s miscalculations.

The required list of proposed subcontractors (if applicable) is attached hereto, and the undersigned represents and warrants that such list, is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the Proposer after award of RFP, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates of Insurance and any other specified document.

Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer named below:

Name

Title

Address

The undersigned hereby warrants that the Proposer has a current business license to be able to conduct business in the State of California.

License # _____ Expiration Date: _____

It is understood and agreed that if requested by the DISTRICT, the Proposer shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Proposer's ability to perform the contract.

The DISTRICT fully reserves the right to cancel the contract at any time and/or limit quantities, number of sites due to non-availability or non-appropriation of funds.

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the documents shall bear the corporate seal; if Proposer is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contract on behalf of the partnership; and if Proposer is an individual, his signature shall be placed above.

Subcontractor Information: Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name

Mailing Address (PO Box or street) State and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number Facsimile Number

SCOPE OF WORK & PRICING

GVSD Internal Connections, E-Rate YR23 (2020) Grass Valley School District

CABLING

The District is seeking quotations for installation of CAT6a cabling for future installation of access point, paging, and security cameras, to include design and installation. Proposer will be responsible for pulling any required cabling.

The proposed solution price must include a complete bill of materials, applicable sales tax, installation/professional services, and shipping costs (if applicable). The cost should be separated by E-rate eligibility and be clearly identified.

The scope of the project will be as follows:

- All installations will be standardized on the Grass Valley School District's "Network Infrastructure cabling system design, performance and installation Standards" specifications at <https://www.gvsd.us/documents/Technology/GVSD%20Master%20Data%20Specification%20-%2020200207.pdf>
- Service loops no shorter than 3 meters shall be provided at each IDF/MDF.
- All new installations must be clearly tagged following the GVSD Port Labeling Standards (appendix G).
- The scope of this project will also include replacing IDF cabinets where current cabinets are not sufficiently tall and/or deep to accommodate terminations and/or network hardware contained therein. Locations where replacement is anticipated are but are not limited to the following:
 - o Grass Valley Charter custodial office
 - o Grass Valley Charter Room 28
 - o Lyman Gilmore building C, room 5
 - o Lyman Gilmore building P, room 5 (marked E4 on building door)
 - o Margaret G. Scotten office custodial closet
 - o Margaret G. Scotten room D7
-

***Note:** Bell Hill Academy, Lyman Gilmore Middle School, and Grass Valley Charter School are known to have asbestos materials present. The District will provide asbestos reports to the winning bidder. Containing or removing asbestos, if needed, will be the responsibility of the contractor.*

Please refer to appendix A-F for school maps with IDF locations.

Vendors are required to submit pricing with subtotals, taxes, shipping, and installation by location with information similar to the following example.

Bell Hill Academy

Part #	Description	Quantity	Unit Price	Extended Price	Sales Tax	Installation	Shipping	Total Cost	E-rate Eligible Cost	E-rate Ineligible Cost

Grass Valley Charter School

Part #	Description	Quantity	Unit Price	Extended Price	Sales Tax	Installation	Shipping	Total Cost	E-rate Eligible Cost	E-rate Ineligible Cost

Lyman Gilmore Middle School

Part #	Description	Quantity	Unit Price	Extended Price	Sales Tax	Installation	Shipping	Total Cost	E-rate Eligible Cost	E-rate Ineligible Cost

Margaret G. Scotten Elementary School

Part #	Description	Quantity	Unit Price	Extended Price	Sales Tax	Installation	Shipping	Total Cost	E-rate Eligible Cost	E-rate Ineligible Cost

Please attach an itemized, detailed quotation for all items and E-rate eligibility clearly identified, and broken out by site.

ERATE CERTIFICATION

**GVSD Internal Connections, E-Rate YR23 (2020)
Grass Valley School District**

I, _____, certify that _____,

(Print or type name)

(Company name)

is a service provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____ years.

I also certify to the acceptance of the following:

1. All information necessary to respond to any SLD request for information such as PIA (Program Integrity Assurance), Item 25 Selective Review, Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to Grass Valley School District, it's attorney(s) or authorized agent;
3. Any contract awarded for E-Rate Program Year 23 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event of a partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portion and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion;

In the event that _____ (company name) wishes to perform a SPIN change, permission will be granted within the contract terms, provided 14 days prior written notice is given.

(Original signature in blue ink)

(Date)

(Print or type name)

(Title)

REFERENCES

**GVSD Internal Connections, E-Rate YR23 (2020)
Grass Valley School District**

Please provide a minimum of 3 professional references, specifically related to your past performance of projects of similar size and scope with other public school districts and/or public agencies in California. Grass Valley School District requests that these references be directly related to work performed within the guidelines of the E-Rate program.

Reference #1	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	
Reference #2	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & email	
Project Cost	
Description of work performed	
Reference #3	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	

DESIGNATION OF SUBCONTRACTORS (If applicable)

**GVSD Internal Connections, E-Rate YR23 (2020)
Grass Valley School District**

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

Description or Portion of Work _____
Name of Designated Subcontractor _____
Location and Place of Business _____
License Number _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

**GVSD Internal Connections, E-Rate YR23 (2020)
Grass Valley School District**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

NON-COLLUSION DECLARATION

**GVSD Internal Connections, E-Rate YR23 (2020)
Grass Valley School District**

State of California

County of Nevada

_____, being first duly sworn, deposes and says that he is _____ (title) of the _____ (Name) party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____ at _____, California.

Signature

ERATE SERVICE PROVIDER INFORMATION (Year 23)

**GVSD Internal Connections, E-Rate YR23 (2020)
Grass Valley School District**

Proposer must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Grass Valley School District.

Name_____

Title_____

Company_____

Address_____

City, State, Zip code_____

Phone_____

Fax_____

Email_____

Include other important contact information below.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

GVSD Internal Connections, E-Rate YR23 (2020) Grass Valley School District

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 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 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 will be disqualified from participation in the bidding process and will be considered non-responsive. 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, 2020.
- 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 website: <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). 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 <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


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).

EARLY FUNDING CONDITIONS

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).

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 and certification 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: _____

SAMPLE AGREEMENT

Grass Valley School District

10840 Gilmore Way
Grass Valley, CA 95945
District Office: (530) 273-4483
Fax: (530) 273-0248

Contract for Services

Contractor:

Name:

Mailing Address:

Telephone:

SS No./Tax ID:

Services:

Fee:

Duration of Contract:

July 1, 2020 – June 30, 2021

Signatures:

For District: _____

Date: _____

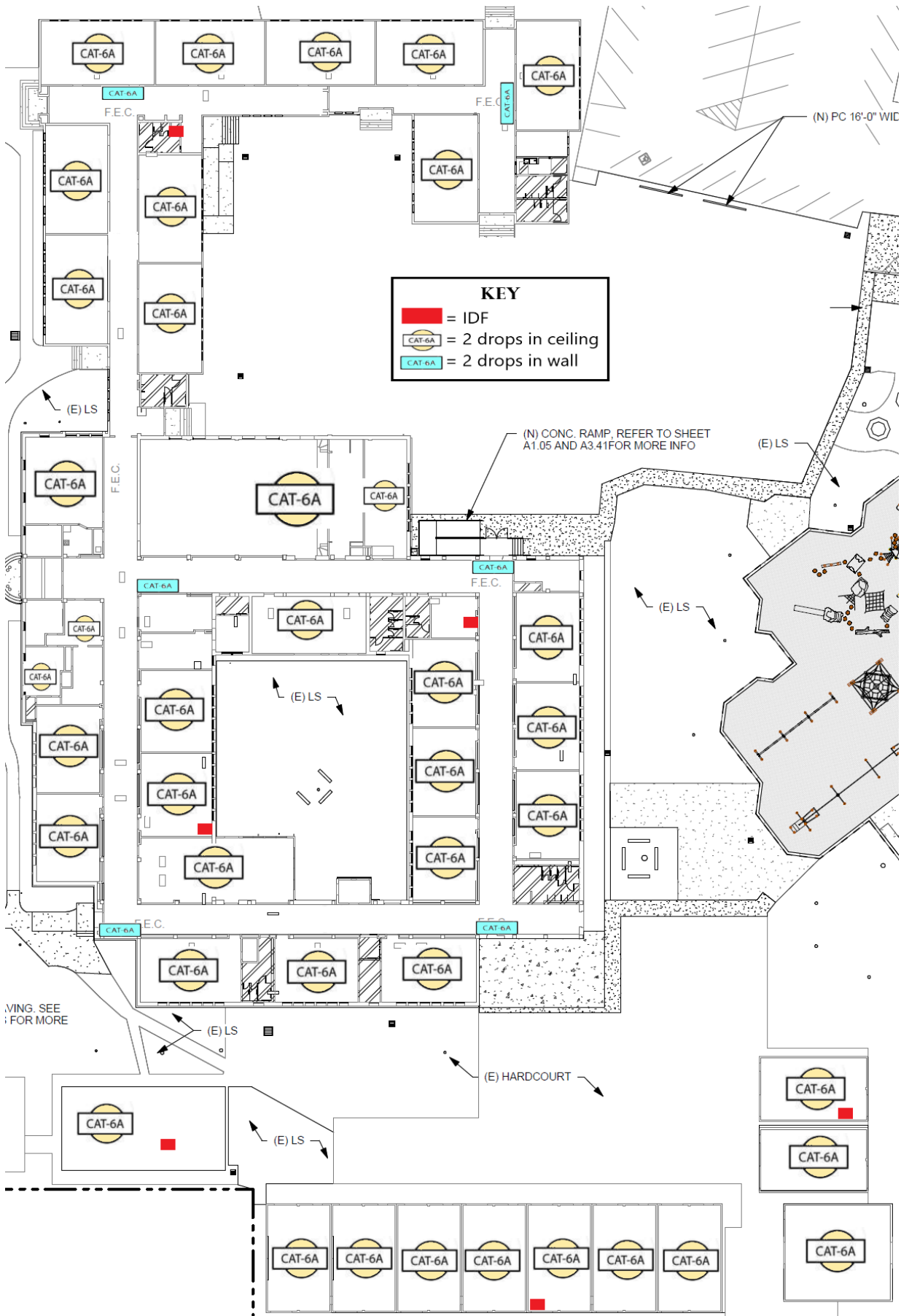
Contractor: _____

Date: _____

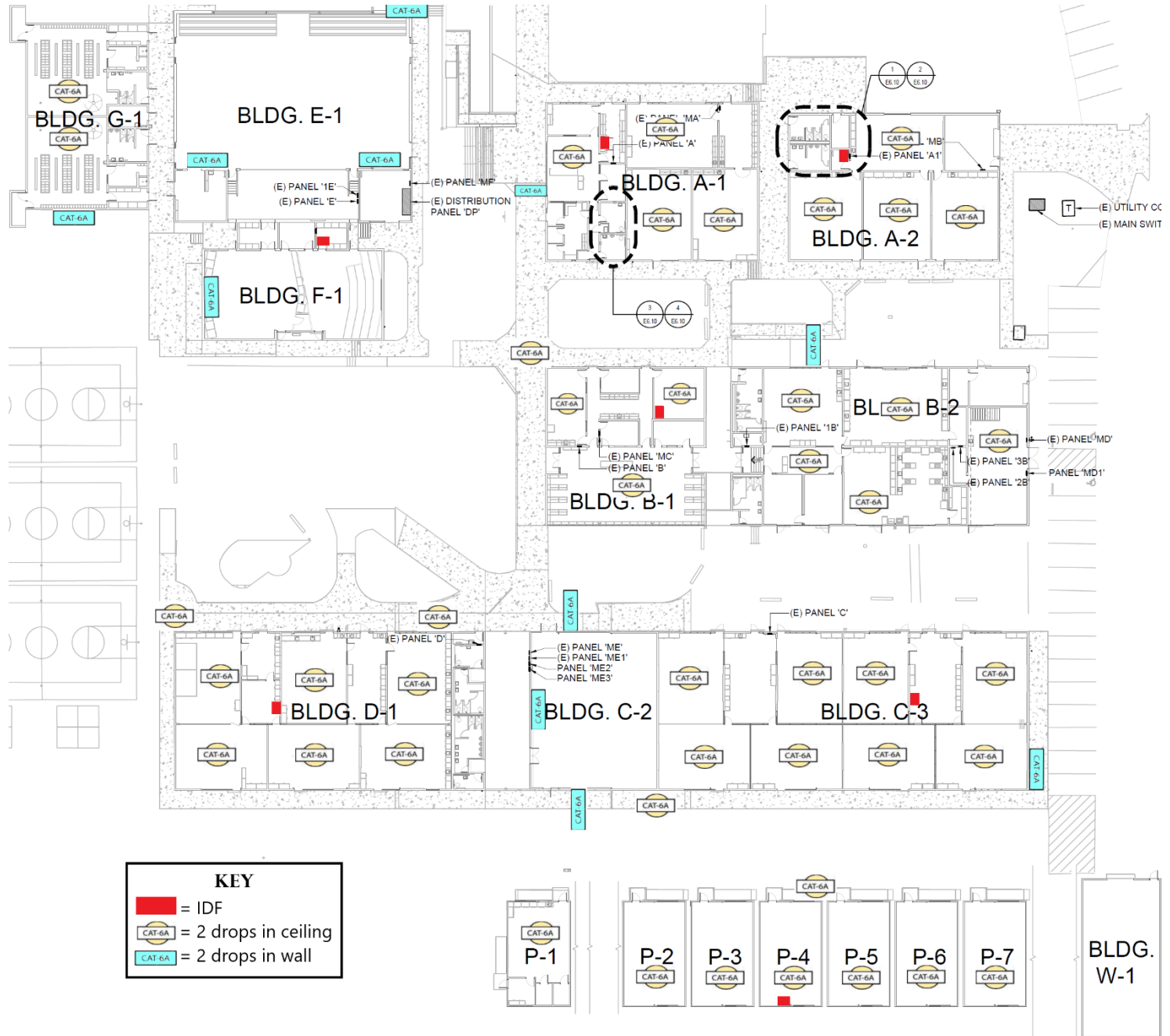
Appendix A: Bell Hill Academy Site Map:



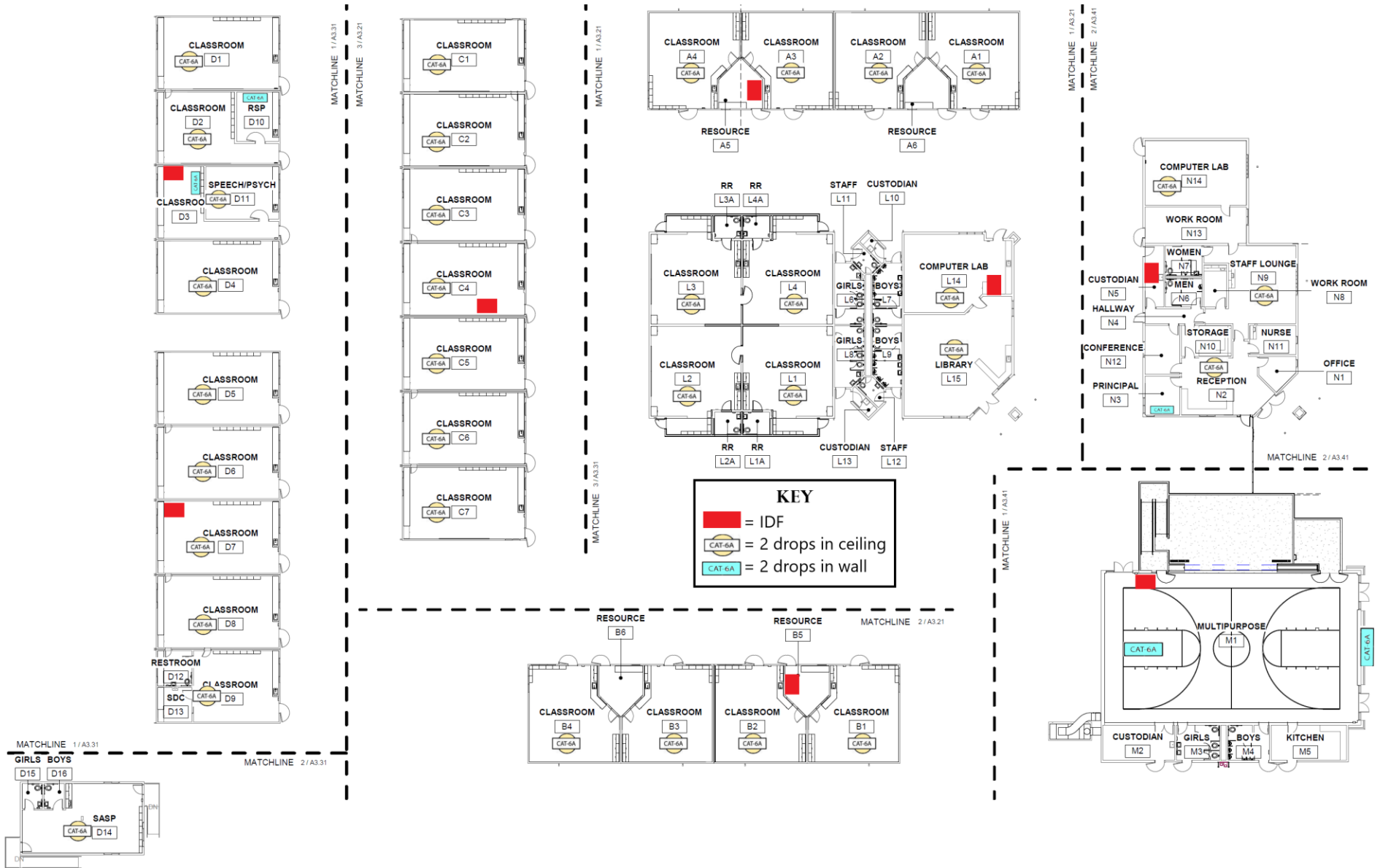
Appendix B: Grass Valley Charter School Site Map:



Appendix C: Lyman Gilmore Middle School Site Map:



Appendix D: Margaret G. Scotten Site Map:



Appendix E: GVSD port labeling standards:

All labeling will meet TIA/EIA-606-A Class 4 standards. All cables are to be labeled at both ends no more than 3 inches back from each end with a cable label that matches the faceplate labeling. Labels will be typed with black on white with permanent label tape with a continuous number strip.

Port names will reflect its location by site/campus, floor, MDF/IDF closet, patch panel and port number to allow easy identification of each termination.

DESIGNATION	CHARACTERS
Site/Campus	2-3 alpha characters (site/campus acronym)
Floor	1 numeric character
MDF/IDF (Closet)	1 alpha character
Patch Panel	1 alpha character
Port Number	2 numeric characters

SITE/CAMPUS	ACRONYM
Bell Hill Academy	BHA
District Office	DO
Grass Valley Charter School	GVC
Lyman Gilmore Middle School	LGM
Margaret. G Scotten Elementary School	MGS
Our Kids' Place Preschool	OKP

FLOOR	CHARACTERS
Basement	0
First Floor	1
Second Floor	2
Add one for each consecutive floor thereafter	...

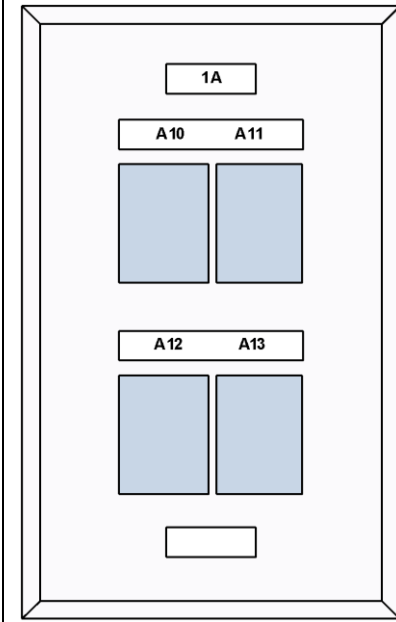
MDF/IDF (CLOSET)	CHARACTERS
MDF	A
First IDF	B
Second IDF	C
Add one for each consecutive IDF thereafter	...

PATCH PANEL	CHARACTERS
First patch panel in rack (top to bottom, left to right)	A
Second patch panel in rack	B
Add one for each consecutive patch panel thereafter	...

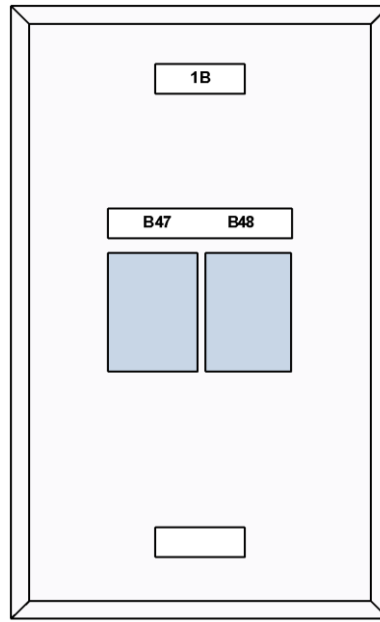
PORT NUMBER	CHARACTERS
Sequence numbers from left to right on patch panel	1-48

Examples:

DO1A-A10 = this port would be connected at the **DO** site, on the first floor, within the **MDF closet “A”**, at patch panel A, to port 10.



GVC1B-B48 = this port would be connected at the **GVC** site, on the first floor, within the **IDF closet “B”**, at patch panel B, to port 48.



CONTINGENCY FEE AS A STANDARD PRACTICE

PROJECT: 20-002 Cabling - Grass Valley School District

OWNER: Grass Valley School District

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping and handling.

Bidder agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves or changes the contingency will be given back to the E-rate program.

Please fill in one of the following:

YES _____ (company name) **does include** contingency as a standard business practice as defined above.

If YES please provide the "Contingency Fee" amount in percentage.

Equal to _____ % (not to exceed 15%) of the base bid amount \$ _____ Dollars (\$ _____), Contingency Amount \$ _____ Dollars (\$ _____).

-OR-

NO _____ (company name) **does not include** contingency as a standard business practice as defined above.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct. Executed at _____, California, on _____, 20____.

Firm Name _____

By _____

Signed _____

Printed Name _____

Title _____