

***Alliance College-Ready Public Schools  
Consortium***

***Request For Proposals  
For Category One 5-20 Gbps MESH Lit Fiber WAN and ISP Service,  
E-Rate Funding Year 2019-2024***

***Corresponding to Form 470  
#190001172***

**IMPORTANT DATES**

Bid Released:	October 12, 2018
Last Date for Questions:	November 2, 2018 3PM
Answers to Questions:	November 6, 2018

**Due Date : Wednesday, December 19, 2018 at 5:00 PM**

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# 1.0 TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

The information in this Request For Proposals [RFP] is provided in conjunction with the Schools and Libraries Division (SLD) Form 470, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. These programs provide discounts for certain telecommunications products and services, including Category One data communications and Internet Access; For more information about these Federal programs, and before responding to this RFP, please refer to the SLD web site, [www.usac.org/sl/](http://www.usac.org/sl/), or call the SLD Help Line at 888-203-8100. Please do not contact Customer personnel either with general questions about E-Rate, or to offer equipment or services not requested on this RFP. Bidders must have a valid Service Provider Identification Number (SPIN). Service providers must be prepared to discount invoices to the school and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is described in Section 1.5 Financing.

## 1.1 SUBMISSION DEADLINE & DELIVERY ADDRESS

The deadline for submission of proposals is 5:00 PM Pacific Time, on Wednesday, December 19<sup>th</sup>, 2018.

Proposals should be submitted as follows (all five elements are required; see Section 4.0 for more details):

1. Detailed quote for all equipment and services proposed (see Section 4.0)
2. Service Level Agreements (see Section 3.4)
3. Contract for equipment and services proposed (see Section 4.0)
4. Vendor Certifications (see Section 3.5)
5. Signed Signature Page (see Appendix E)

Submit all five elements via email to [erate@laalliance.org](mailto:erate@laalliance.org) AND submit a paper copy of entire proposal, including original signatures, with outside of envelope identified as follows:

E-RATE BID: ACRPS2019  
Alliance College-Ready Public Schools  
601 S. Figueroa St., 4<sup>th</sup> Floor  
Los Angeles, CA 90017

**All five elements are required.** It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer has the right but not the obligation to reject all late or incomplete submissions, as the Customer determines to be in its own best interest, or to contact bidders for ministerial corrections. The Customer has the right but not the obligation to determine a short list for final negotiations and contract revisions after these dates.

Oral and telephone bids will not be considered, nor will modifications of proposals by such communication be considered. The completed proposal form shall be without erasures or alterations. Delivery of the proposals will be considered authorization by the Vendor to make a contract, if awarded.

## 1.2 COSTS ASSOCIATED WITH PREPARATION OF THE VENDOR'S RESPONSE

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

## 1.3 INTERPRETATION AND ADDITIONAL INFORMATION AND ADDENDA

Any interpretation, correction, or change of the RFP will be made by ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Vendors shall not rely upon such interpretations, corrections,

or changes. Any changes or corrections will be issued by the Customer and will be posted online at [https://www.laalliance.org/apps/pages/index.jsp?uREC\\_ID=239625&type=d&pREC\\_ID=552870](https://www.laalliance.org/apps/pages/index.jsp?uREC_ID=239625&type=d&pREC_ID=552870)

## 1.4 QUESTIONS/RFI

Any questions regarding RFP shall be submitted by to [erate@laalliance.org](mailto:erate@laalliance.org) by November 2, 2018 at 3:00 PM PST . Answers will be sent to all respondents and posted on the Alliance website by November 6, 2018

## 1.4 OMISSIONS

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

## 1.5 FINANCING

After notification of award, the Vendor will receive order(s) for the products and services for which the Vendor will be responsible as a result of the RFP.

All vendor invoices will show:

- The total cost of services
- The amount that is the responsibility of the Customer
- The E-Rate discount
- The name of the consortium entity where service is delivered with corresponding SLD Entity Number as represented in Section 2.0 Scope
- The Funding Request Number
- All services will be described as listed on the SLD Eligible Services List
- All E-Rate eligible services shall be invoiced separately from ineligible services, if applicable.

Invoices lacking any of the above points will be returned to the vendor to be completed before being accepted by the Customer for payment.

The final payment of this project will be rendered only after an extensive final walk-through at the completion of the installation. The Customer will strictly enforce the bid guidelines and the quality of the installation. Final testing will take place in the presence of a designated technology staff member.

This project is being requested for funding through ERATE. If funded, all SLD payment schedules will take priority. If the project is not funded, then local funding policies will take place. In either case, the above paragraph in project guidelines will be enforced.

If this project or any part thereof is not funded by ERATE, the Customer reserves the right to change or cancel any project. The Customer Technology Staff will notify the winning vendor if projects will require changes or cancellation due to non-funding by SLD.

## 1.6 WARRANTY

The Vendor shall fully warrant with the manufacturer's warranty all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per equipment basis on the RFP and detailed in the Proposal.

Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items immediately upon receipt of a written notice from the Customer.

## 1.7 PRICE QUOTATIONS

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The Customer will not be liable for any costs beyond those proposed herein and awarded.

## 1.8 EVALUATION OF RESPONSES

ALL PROPOSALS WILL BE FIRST EVALUATED FOR REQUIRED COMPONENTS. ANY VENDOR SUBMITTING AN INCOMPLETE BID WILL BE REJECTED.

## 1.9 RIGHT TO REJECT

The Customer reserves the right to accept or reject all proposals when the rejection is in the best interest of the Customer. The Customer reserves the right to award without further discussion.

The Customer reserves the right to reject the proposal of a Vendor whom in its opinion is not in a position to adequately perform the contract or in the past has provided non-standard quality. Contracts will be awarded to the highest ranked Vendor where it is in the best interest of the Customer.

## 1.10 WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to so act on behalf of the Vendor. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (**90**) calendar days after the date set for the receipt of proposals.

## 1.10 VENDOR QUALIFICATIONS

The Customer will only consider proposals from vendors that meet the following qualifications

- Vendor must submit a complete proposal as described in section 1.1
- Vendor must possess a USAC Service Provider Identification Number (SPIN).
- Vendor must provide evidence of successful past performance in projects similar to what is requested in this document in school networks under the E-Rate program during each of the last 3 years.

## 1.11 E-RATE TERMS AND CONDITIONS

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: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- 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](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, 2019.
- 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. 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.
- i. 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 <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- j. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest->

corresponding-price.aspx

### **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 <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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. 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.

### **5. 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.

### **6. 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.

## 1.12 CONTRACT TERMS AND CONDITIONS

Alliance is looking for a 5-year contract to align with the E-Rate funding year: July 1, 2019 through June 30, 2024.

It is required that the contract allows for optional growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by Alliance.

Further, it is required that the contract also allows for optional removal of sites due to closures or re-organization requirements as deemed necessary by the District. The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.

## 1.13 BID TEMPLATE

All proposals must be submitted using the format indicated in Section 4.0 and utilizing the template in Appendix C.

## 1.14 OBJECTIVE

Alliance College-Ready Public Schools (herein referred to as “Customer”) intends to install new technology in a WAN to provide improved Internet access and technology support. The Customer herein requests proposals for the installation, testing, and acceptance of network components described in the attached specifications for interested persons (herein referred to as “Vendor”). Prices quoted shall be all-inclusive and represent complete installation at the sites. The Vendor shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install and configure, test, and turnover for acceptance to the Customer the new equipment for the school detailed herein.

## 1.15 EVALUATION METHODOLOGY

Each proposal will be evaluated based on criteria and priorities defined by the Customer. Due to the complexity of this project, the Customer will decide the best submissions that are in the best interest of the long-term technology plan, *not necessarily the lowest price.*<sup>1</sup> Proposals will be evaluated based upon the following criteria:

<b>Factor</b>	<b>Weight</b>
Cost of Eligible Equipment/Services	30%
Technical Proposal	20%
Timeline for implementation	15%
Prior Experience with Alliance	15%
References	10%
Industry Certifications and Qualifications	10%
Total	100%

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<sup>1</sup>As is required for compliance with E-Rate regulations, price of the eligible products and services will be the *highest weighted factor* but *not the only factor* taken into consideration.



## 2.0 LIST OF PARTICIPATING ENTITIES

Alliance College-Ready Public Schools [ACRPS] is an independent non-profit charter management organization. Each of our schools follows the same academic model and one of two approaches to technology integration.

All ACRPS schools feature high expectations, a standards-based college preparatory curriculum, a uniform dress code, and a school year that is 190 days in length. Every member of the faculty has earned the designation as highly qualified and teaches in small classes, usually less than 25 students. Each student has a personal learning team, an individual learning plan, and participates in a small advisory group with the same teacher throughout the four years of high school.

Over the past two years, a new school model has emerged within the Alliance for increased technology integration. Called Blended Learning for Alliance School Transformation, or BLAST, this model features 1:1 laptops for every student, distance learning, and a rotating instructional model which permits greater individual attention from the teacher at the same time as reducing costs by increasing class size. In the 2012-13 school year, seven schools followed the BLAST model, and most new schools opening beginning in 2014 will apply this model.

Entity Number	Legal Name	Physical Address	City	State	Zip Code
16028463	Alliance Gertz-Ressler/Richard Merkin 6-12 Complex	2023 South Union Avenue	LOS ANGELES	CA	90007
16067385	Alliance Marine - Innovation and Technology 6-12 Complex	11933 Allegheny St.	SUN VALLEY	CA	91352
16028603	Alliance Collins Family College-Ready High School	2071 Saturn Avenue	HUNTINGTON PARK	CA	90255
16066852	Alliance Judy Ivie Burton Technology Academy High School	10101 South Broadway	LOS ANGELES	CA	90003
16035075	Alliance Dr. Olga Mohan High School	644 West 17 <sup>th</sup> Street	LOS ANGELES	CA	90015
16035078	Alliance Ouchi - O'Donovan 6-12 Complex	5356 South Fifth Ave.	LOS ANGELES	CA	90043
16035080	Alliance Jack H. Skirball Middle School	603 East 115 <sup>th</sup> Street	LOS ANGELES	CA	90059
16035082	Alliance Marc & Eva Stern Math and Science High School	5151 State University Drive, CSULA	LOS ANGELES	CA	90032
16049789	Alliance Piera Barbaglia Shaheen Services Academy High School	8515 Kansas Ave	LOS ANGELES	CA	90044
16049799	Alliance Leichtman-Levine Family Foundation Environmental High School	2930 Fletcher Drive	LOS ANGELES	CA	90065
16055782	Alliance College ready Middle Academy #4	9719 South Main Street	LOS ANGELES	CA	90003
17019082	Alliance College Ready Public Schools Data Center #2 - NIF	8515 Kansas Ave	LOS ANGELES	CA	90044
16055824	Alliance Cindy And Bill Simon Technology Academy High School	10720 South Wilmington Avenue	LOS ANGELES	CA	90002
16055825	Alliance Tennenbaum Family Technology High School	2050 North San Fernando Road	LOS ANGELES	CA	90065
16061484	Alliance Susan And Eric Smidt Technology High School	211 S Avenue 20	LOS ANGELES	CA	90031
16061487	Alliance Ted K. Tajima High School	1552 W. Rockwood Street,	LOS ANGELES	CA	90026
16061488	Alliance Patti & Peter Neuwirth Leadership Academy	4610 South Main Street	LOS ANGELES	CA	90037

16028462	Alliance College Ready Public Schools/ Main Office/Admin	601 South Figueroa St.	LOS ANGELES	CA	90017
16063963	Alliance College Ready Public Schools Data Center #1 - NIF	211 South Avenue 20	LOS ANGELES	CA	90031
16066653	Alliance Renee & Meyer Luskin Academy High School	2941 West 70 <sup>th</sup> Street	LOS ANGELES	CA	90043
16066852	Alliance Margaret M Bloomfield Technology Academy High School	7907 Santa Fe Avenue	HUNTINGTON PARK	CA	90255
16049798	Alliance Morgan McKinzie High School	113 South Rowan Ave.	LOS ANGELES	CA	90063
16067380	Alliance College-Ready Middle Academy #12	131 East 50th St.	LOS ANGELES	CA	90011
16067379	Alliance Kory Hunter Middle School	5886 Compton Avenue	LOS ANGELES	CA	90001
16080353	Alliance Alice M. Baxter College-Ready High School	461 West 9 <sup>th</sup> Street	SAN PEDRO	CA	90731

### 3.0 DESCRIPTION OF REQUESTED SERVICES

All infrastructure and services requested below are in accordance with the Alliance’s Technology Plan and represent services at new sites or services at existing sites necessary to alleviate current bottlenecks that are directly interfering with student learning.

Alliance prefers a five year contract, with installation costs amortized over the length of the contract.

Section 3.1 details the requirements for the equipment and services requested.

### 3.1 CATEGORY ONE SERVICES

Item Number	Item Name	Item Description
P1.1	1) Wide Area Network	<p>1) Looking for Full MESH Connectivity from all sites over service providers managed fiber network.</p> <p>A) 5 Gbps scalable to 20 Gbps to Data Centers located at 211 S Ave 20, Los Angeles, CA 90031 and at second datacenter at 8515 Kansas Ave Los Angeles CA 90044</p> <p>B) 1 Gbps scalable to 10 Gbps for all school sites and corporate office</p>
	2) Internet Connection	2) 5 Gbps dedicated Internet Access scalable to 20 Gbps to be delivered to datacenters 211 S Ave 20, Los Angeles, CA 90031 and at second datacenter at 8515 Kansas Ave., Los Angeles CA 90044.

### 3.4 SERVICE LEVEL AGREEMENTS

Quality customer service is extremely important to the Customer. For each item and/or system included in Vendor's proposal, Vendor will provide a Service Level Agreement related to that item which will be a part of the legally binding contract between Customer and Vendor.

### 3.5 VENDOR CERTIFICATIONS

Due to the complexity of equipment requested, potential liability, and to protect the Customer and SLD investment, the Customer requests that the vendor submit evidence of ownership of all certifications relevant to the successful delivering of all services for which they bid. These certifications and the ownership thereof will be strictly enforced and will be checked for authenticity.

## 4.0 PROPOSAL SUBMISSION

The deadline for submission of proposals is **5:00 PM Pacific Time, on Wednesday, December 19th, 2018.**

A complete proposal will include the following elements:

1. Detailed quotes for all equipment and services proposed. PLEASE PROVIDE A SEPARATE QUOTE FOR EACH ENTITY REQUESTING THE EQUIPMENT/SERVICE (see Section 3.3). Please label each quote with the entity name and number (see Section 2.0). Use the template included in Appendix C. Each line item in quote MUST include the following details:
  - a. Contract
  - b. Description
  - c. Price
  - d. Estimated Price
  - e. Tax (if applicable)
  - f. E-Rate Eligibility Percentage
  - g. Eligible Amount
2. Service Level Agreements (see Section 3.4)
3. Contract for equipment and services proposed including all items listed above as well as terms and conditions and authorized signature of vendor's authorized representative.
4. Vendor Certifications (see Section 3.5)
5. Signed Signature Page (see Appendix D)
6. Signed Non-Collusion Affidavit (see Appendix E)

Submit all five elements via email to [erate@laalliance.org](mailto:erate@laalliance.org) AND submit a paper copy of entire proposal, including original signatures, with outside of envelope identified as follows:

E-RATE BID: ACRPS2014  
Alliance College-Ready Public Schools  
601 S Figueroa St 4th Floor  
Los Angeles, CA 90017

**All five elements are required.** It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer has the right but not the obligation to reject all late or incomplete submissions, as the Customer

determines to be in its own best interest, or to contact bidders for ministerial corrections. The Customer has the right but not the obligation to determine a short list for final negotiations and contract revisions after these dates.

Oral and telephone bids will not be considered, nor will modifications of proposals by such communication be considered. The completed proposal form shall be without erasures or alterations. Delivery of the proposals will be considered authorization by the Vendor to make a contract, if awarded.

## Appendix A: Site Drawings

The attached drawings are provided as a basis for preparing proposals for the equipment and services listed above only. Accuracy is not guaranteed and plans may change at any time. No additional drawings are available beyond those included below.

## APPENDIX B: SERVICES BY ENTITY

Please see attached file, "FY2019 Services by Entity.xlsx."

## APPENDIX C: BID TEMPLATE

Please see attached file, "ACRPS2019 Bid Template.xlsx."

## APPENDIX D: SIGNATURE PAGE

### E-Rate Proposal – Alliance College-Ready Public Schools Consortium 2019-2024

Include this completed page with Vendor's proposal submission.

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

I certify that the attached proposal for goods and services represents Vendor's complete response to Alliance College-Ready Public Schools Request for Proposals, that it has been prepared and submitted in good faith, and that all descriptions and eligibility of equipment and services are true and correct to the best of my knowledge.

Vendor Representative Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX E: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

County of \_\_\_\_\_, \_\_\_\_\_, being first duly

(Print Name)

sworn, depose and says that he or she is \_\_\_\_\_ of the party

(Title)

making the foregoing 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 overhead, profit, or cost element of the bid price, or of that 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, of 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 or perjury under the laws of the State of California that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_
Print name

\_\_\_\_\_
Signature

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_(Notary Public), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

\_\_\_\_\_

(Signature of Notary)

(Seal of Notary)